PROFFESSIONAL AGREEMENT

between

OREGON NURSES ASSOCIATION

and

LEGACY MOUNT HOOD MEDICAL CENTER

September 5, 2025 – September 5, 2027

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This Agreement is between the Oregon Nurses Association, hereinafter called " Union," and Legacy Mount Hood Medical Center, hereinafter called "Hospital" or "Employer."

PREAMBLE AND NO STRIKE/LOCKOUT

The parties enter into this Agreement to secure and preserve the rendition of uninterrupted patient care in an atmosphere of harmony between the Hospital management and the Nurses employed by it. It is the intent of the Parties to resolve disputes through the grievance process provided herein. This Agreement is entered into September 5, 2025 and to remain in effect until the anniversary date of September 5, 2027 and from year to year thereafter until the Union or Hospital modifies or terminates this Agreement by giving the other party notice in writing of its intention to do so not less than 120 days prior to the above expiration date or of every succeeding MM/DD anniversary date thereafter.

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

ARTICLE 1 – DEFINITIONS

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

B. "Charge Nurse" is a separate job classification and is defined as a Registered Nurse who has applied for and been selected by the Hospital for the Charge Nurse position, in its discretion. A Charge Nurse is accountable for the direct coordination and supervision of unit operations, as assigned by management, including but not limited to daily staffing, patient care assignments and communication with staff, providers and management. Charge Nurses are paid on a separate pay scale for all hours worked.

C. “Relief Charge Nurse” is defined as a Registered Nurse who has received training as a Charge Nurse and provides coverage for a specific shift in a nursing unit, as assigned by management. The assignment will be made only in the event the unit nursing manager or designee determines it is appropriate to do so, in their discretion. Any Nurse designated as Relief Charge Nurse shall be entitled to the Charge differential when carrying out the duties of the Charge Nurse role.

D. “Preceptor” is defined as a Registered Nurse who is designated by the unit nursing manager, has completed the preceptor training designated in Legacy policy, and has the responsibilities outlined in Legacy policy. Any Nurse designated as preceptor shall be entitled to the preceptor differential when carrying out preceptor duties for another Registered Nurse. Preceptor differential applies to preceptor assignments for senior practicum students but shall not apply to any other assignments involving student Nurses.

E. “Resource Pool Nurse” is defined as a non-bargaining unit Registered Nurse who is a member of the Legacy Resource Pool, and at the discretion of management may be assigned or floated throughout the Hospital, without notice, to work in any unit they are deemed qualified to work. While not members of the bargaining unit, the Resource Pool Nurses will have low census and scheduled call administered in accord with the provisions of the contract. Resource Pool

Nurses shall not displace part-time or full-time Nurses assigned to work a scheduled straight-time shift, provided however that when a Resource Pool Nurse has been assigned to a shift, they will be included in the low-census rotation with other Nurses in the department.

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

G. "Part-time Benefited Nurse" is defined as one who is regularly scheduled less than 36 hours but at least 24 hours for a workweek, or less than 72 hours but at least 48 hours in a 14-day pay period. Part-time Benefited Nurses are eligible to participate in benefits in accordance with the specific benefit plan/policy.

H. “Part-time Non-benefited Nurse” is defined as one who is regularly scheduled less than 24 hours for a workweek, or less than 48 hours in a 14-day pay period. Part-time Non-benefited Nurses are not eligible to participate in benefits.

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

J. "Anniversary Date" of employment shall be the month and date on which employment began with Legacy Health. For Nurses who terminate employment and are rehired within a year, the anniversary date shall be the month and date on which employment began with Legacy Health. If a Nurse terminates employment is rehired more than one year after termination, the anniversary date shall correspond to the date the Nurse was rehired.

K. “Seniority” is defined as the length of employment as measured by the total time from anniversary date.

L. “Salary Review Date” is defined as the date each year in which annual salary increases are given. It corresponds to the Nurse’s hire date, the date in which the Nurse was awarded to the role in a higher pay grade (e.g. Primary Charge Nurse), or the date stated in other contractual agreements.

M. "Standby/Call Time" is defined as any time in which a Nurse, while not on duty, is required by the Hospital to restrict activities to be available to receive a request and report to work as soon as possible. Any Nurse on standby status should be able to report to work within 45 minutes of notification, except Nurses assigned to Surgical and Interventional Services Departments (Cath Lab, OR, Endo) who must respond within 30 minutes. Standby/call time shall be paid and administered in accordance with Legacy policy applicable to similarly-situated non bargaining unit Nurses (see Policy 500.201 – Pay Practices Supplementing Base Salary).

N. “Call Worked” is defined as time “at work” following notice to report to work from standby or call time status. Call Worked begins when the Nurse reports to the Hospital ready to work. Call worked shall be paid and administered in accordance with Legacy policy applicable to similarly situated non bargaining unit Nurses, which includes a minimum of three (3) hours work/pay, (see Policy 500.201 – Pay Practices Supplementing Base Salary).

O. “Variable shift position” is defined as a position that alternates between day shift and night shift per department needs, as determined by management.

P. “Regular Nurse” is defined for purposes of this Agreement as a Nurse who has been employed by the Hospital for at least 120 days, except as provided in this Agreement.

Q. “Introductory Nurse” is defined for purposes of this Agreement as a Nurse who has been employed by the Hospital less than 120 days, except as provided in this Agreement under Article 10 for Nurses transferring within the Legacy system.

R. “Supplemental Nurse” is defined as a Nurse who is not regularly scheduled, and who has a minimal expectation of the number of hours to be worked. Based on business needs, departments may establish additional availability requirements for supplemental Nurses. These requirements may not exceed those established for On-call Nurses.

S. “Per Diem Nurse” is defined as a non-scheduled Nurse who is available to work a minimum of 48 shifts per year, 24 of which are on weekends and one of which is on a designated holiday. Based on business needs, departments may establish additional availability requirements for Per Diem Nurses.

ARTICLE 2 – RECOGNITION

The Hospital recognizes the Union as the collective bargaining representative with respect to rates of pay, hours of pay, hours of work, and other conditions of employment for the bargaining unit composed of all full-time, regular part-time, on-call and supplemental Registered Nurses employed by the Hospital at its acute care facility located at 24800 SE Stark Street, Gresham, Oregon; but excluding all other employees, clinical Nurse educators, supervisor RN admin (house supervisors) (excepting Relief House Supervisors) non-professional employees, technical employees, physicians, business office clerical employees, skilled maintenance employees, managerial employees, confidential employees, and guards and supervisors as defined in the Act.

As noted above, the recognition granted by this Agreement is limited to the Hospital facility and excludes all other present or future operations and/or joint ventures.

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

ARTICLE 3 – UNION RIGHTS

A. Bulletin Boards. Bulletin Boards or a space of two feet by three feet section of bulletin boards shall be provided by the Employer to the Union in break rooms in Departments where Nurses work.

B. Employee Lists. By the 15th of each month, the Hospital shall furnish to the Union a current list of all bargaining unit Nurses, including name, home address, employee identification number, phone number on record, hire date, pay rate, step, unit, and classification. The Union shall quarterly furnish the Hospital with a list of designated Union representatives, including external and internal representatives.

C. Union Access to Hospital. Without interrupting normal Hospital work and patient care routine, duly authorized representatives of the Union shall be permitted at reasonable times on at least 24 hours' prior written or emailed notice, or less, if 24 hours is not feasible, to the Employee Relations Consultant to enter the facilities operated by the Hospital for the purposes of transacting Union business and observing conditions under which Nurses are employed. It is understood that Union business beyond brief notifications generally will be conducted outside patient care areas (which includes Nurses' stations) except where the ONA representative needs to observe activity in a patient care area. Visits of more than ten minutes will take place in public locations, or in available conference rooms. Union business must be conducted on Nurses' non-work time. Bargaining unit Nurses may book conference rooms for Union business in accordance with Hospital policy for other external meetings.

D. New Member Orientation. All new Nurses shall be offered an in-person new employee orientation at the Hospital, the Hospital agrees to provide 15 minutes of paid time for a representative of the Union to make a presentation to new Nurses on behalf of the Union, for the purpose of identifying the organization's representational status, facilities, and collecting membership applications. The Hospital shall notify the Union of the date, time, and location of the new employee orientation attended by new Nurses. The Hospital will notify the Union if the on-site orientation is cancelled and the attendees will be invited to the next month's

in-person employee orientation at the hospital.

E. Paid Time for Investigatory or Disciplinary Meetings. The Union shall designate Nurse representatives to attend or disciplinary meetings and provide the list quarterly to the Hospital. If a designated Nurse representative is working when requested by the Nurse being investigated to attend an investigatory or disciplinary meeting on behalf of another bargaining unit Nurse, the Hospital shall provide the designated Nurse representative paid time for the duration of the meeting with Hospital representative(s), unless attendance at the meeting by the Nurse representative would violate the state staffing law. If attendance of the Nurse representative will cause a violation, the Nurse being investigated may either choose a different designated Nurse representative or may reschedule the meeting once to accommodate the Nurse representative. Nothing in this section is intended to deny the right of a Nurse to bring a Union representative to an investigatory or disciplinary meeting. No more than one representative will be paid for any such meeting. A Nurse representative who comes in from time off to attend such meetings will not be paid for that time.

F. Classifications. The Hospital shall notify the Union's designated Labor representative of any/all new non-management classifications created and/or posted by the Hospital that require an RN. The notification shall include title, job description, unit/department, shift, compensation, and benefits.

ARTICLE 4 – MANAGEMENT RIGHTS

Except as modified by the Agreement, the management of the Hospital and the direction of the workforce shall be solely the right of the employer. The Hospital shall control and supervise all operations including control and regulation of the use of all equipment and other property of the Hospital; and direct all working forces including selection, hire and promotion, assign Nurses a specific job, discipline or discharge for just cause, layoff, demote or transfer Nurses or relieve them from duty, maintain discipline and efficiency among its Nurses subject to this Agreement and grievance procedure. The Hospital shall be the judge of the qualifications of all Nurses. The Union recognizes the Hospital's right to operate and manage the Hospital.

ARTICLE 5 – CORRECTIVE ACTION

A. Just Cause. No regular Nurse shall be issued a corrective action without just cause. Nurses are expected to comply with Legacy Health policies for conduct and performance. Nurses are responsible for knowing the rules and standards for individual behavior. Legacy policies for conduct and performance are available to all employees on the Legacy Intranet. Legacy will monthly notify Nurses of changes to employment policies regarding conduct and performance in a manner in addition to notification on the Legacy Intranet.

B. Personnel File. Upon request in writing, Nurses will be provided a copy of their own personnel file, excluding reference information. Nurses shall receive a copy of all written corrective action issued, if requested. A Nurse may submit a written response to be retained in the personnel file to any written corrective action.

C. Coaching. To issue coaching, a manager or supervisor meets with the Nurse to describe the problem or issue and expectations. This discussion may be documented. If documented, the Nurse will receive a copy and a copy of the note should be retained in the Department file for reference, if needed. Discussion notes are not corrective actions and are not sent to Human Resources to be placed in the Nurse's Human Resources file and are not subject to the grievance procedure. However, if a higher level of corrective action follows for related conduct, prior discussion notes will be included as reference.

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

E. Document in Writing. All levels of corrective action (subsection F of this Article) shall be documented in writing and retained in the personnel file. A Nurse shall receive a copy of any corrective action that is retained in the personnel file after signing the document indicating receipt of a copy. If the Nurse refuses to sign, that will be noted, and the corrective action will be placed in the personnel file.

F. Corrective Action Options.

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

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

3. Final Corrective Action. Final Corrective Action may or may not be given before termination of employment. If it is given, it should clearly and concisely describe problem areas, performance expectations/standards, and necessary actions for the Nurse to meet expectations. The Final Corrective Action shall state that termination may follow if the Nurse fails to meet the expectations of the final corrective action or violates any other Legacy or Department policy of procedure.

4. Termination. Termination may occur when corrective action has not resulted in sufficiently improved performance or conduct or when problems are of a serious nature. Legacy will document the termination in writing and state the reason for the termination. The Nurse shall receive a copy of the termination document.

G. Written Response by Nurse. As an alternative to the grievance procedure, a Nurse subjected to discipline may elect to submit a letter of explanation to their personnel file and explain how the Nurse believes a discipline is either inaccurate, fails to account for an important circumstance, or fails to meet the cause standard.

H. Administrative Leave. Administrative Leave may occur when safety or security concerns indicate that a Nurse must be removed from the workplace, or when an investigation is needed. Administrative Leave may occur with or without pay, depending on the nature of the concern or investigation. However, Administrative Leave will be paid, unless the Hospital determines it would be unreasonable [e.g. suspended nursing license, confirmed positive drug test, the Nurse is otherwise unavailable to work]. The Hospital shall not deny paid Administrative Leave for arbitrary or capricious reasons. Administrative Leave will ideally last no longer than 30 days. However, if the Administrative Leave lasts longer than 30 days, Legacy will provide a written explanation to the Nurse and include a statement regarding the reason for the continued Administrative Leave.

I. Written verbal or written corrective actions shall expire after twoyears and will not be considered in future progressive discipline, provided there have been no incidents of a similar nature in the two-year period. However, this provision does not apply to written verbal or written corrective actions for improper treatment of patients; gross insubordination; sexual or other forms of harassment against other employees, patients, patients' family members or visitors, or other customers; material dishonesty; theft; violation of patient confidentiality with respect to HIPAA and/or privacy protections; falsification of patient record; violation of the drug and alcohol policy; falsification of time-cards; falsification of employment or personal history data; other conduct that requires mandatory reporting to the state nursing board; or other egregious conduct. Regardless of if documented verbal corrective actions or written corrective actions are retained in the personal file, the relevance and staleness of such discipline on subsequent disciple will be considered under the just cause provisions of sections A and D of this Article.

ARTICLE 6 – COMPENSATION

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

B. Base Compensation. Effective upon ratification, MHMC Nurses will maintain the same step scale as other Legacy Nurses employed by Legacy. A copy of the current Legacy Nurse step scale will be appended to this Agreement at the time of ratification as Appendix A.

C. Step Increases. MHMC Nurses will continue to advance to the next step on their Salary Review Date, in accordance with Legacy policy applicable to other similarly situated Legacy Nurses employed by Legacy. Step increases shall be implemented on the first day of the pay period in which the effective date of the increase falls.

D. Contractual Increases (market analysis).

1. Effective the first pay period following October 1, 2024, increase step schedule by the increase provided to Nurses employed by Legacy. MHMC Nurses shall receive an increase to the median wage on the step scale of 4.75%.

2. Effective the first pay period following October 1, 2025, increase step schedule by the increase provided to non-represented Nurses employed by Legacy. MHMC Nurses shall receive a minimum increase to the step scale of 7.5%.

3. Effective the first pay period following October 1, 2026, increase step schedule by the increase provided to non-represented Nurses employed by Legacy. MHMC Nurses shall receive a minimum increase to the step scale of 4.25%.

E. Ratification Bonus. Nurses employed by Legacy on the date of ratification of this Agreement will receive a one-time ratification bonus of $1700, with a minimum of $500, pro-rated by FTE.[1]

[1] It is the intent of the Parties that On-Call Nurses shall receive the minimum ratification bonus.

F. Differentials and Premium Pay. Effective the second pay period following the date of ratification, differentials and premium rates of pay shall be as follows:

Evening Shift (3:00 PM-11:00 PM)	$3.00
Night Shift (11:00 PM – 7:00 AM)	$9.50
Charge Nurse	[See Below]
Relief Charge Nurse	6% of base rate
Standby[2]	Holiday: $8.00 Non-Holiday: $8.00
Cath lab Standby	$10.00
Weekend	$3.25
Preceptor	$2.75
Floating[3] (Effective April 2026)	$2.00
BSN	4% of base rate
MSN	6% of base rate
NRS	6% of base rate
CRN	6% of base rate
Specialty Certification	Up to $2700 per year[4]

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

1. Nurses who are assigned by the Hospital to work in the role of Primary Charge Nurse shall be paid one pay grade higher (6%) than the Legacy RN Pay Scale for all hours worked.

2. The Relief Charge Nurse differential is paid for the hours for which the

[2] Employees assigned to Departments required to be on standby (Surgical Interventional Services Departments) shall receive an additional $5.00/hr. for standby hours that exceed 34 hours per pay period.

[3] The Floating Differential shall not be in effect until the first pay period following April 1, 2026. The Floating Differential shall be paid for hours worked in the floating assignment in accordance with Article 9.

[4] Qualifying certifications are available on the Legacy intranet for Specialty Certification Bonus Guidelines.

Nurse has Charge responsibilities.

3. The preceptor differential is paid for the hours in which the Nurse has been assigned to precept another Nurse or practicum student, consistent with the definition of Preceptor in Article 1.

4. A Nurse will receive the higher of the BSN or MSN premium for which they are eligible, but not both.

5. Only one Nurse may be paid the Newborn Resuscitation Specialist ("NRS") differential at any time, unless the Nurse Manager (or designee) authorizes more than one Nurse to be paid as an NRS. It will be paid when that Nurse is assigned the NRS. Nurses assigned the role will be paid according to Legacy policy. Nurses working as an NRS may not also receive relief charge differential at the same time.

6. Only one Nurse may be paid as a Critical Response Nurse ("CRN") at any time, unless the Nurse Manager (or designee) authorizes more than one Nurse to be paid as a CRN. Nurses assigned the role will be paid according to Legacy policy. Nurses working CRN may not also receive relief charge differential at the same time.

G. Call worked. Nurses on standby (scheduled or unscheduled), in addition to their standby pay, shall receive time and a half (1 ½) their regular rate of pay for call worked (defined as time worked when called back from standby). Call worked begins when the Nurse reports to the Hospital, ready to work. If a Nurse is called into work from standby, they will receive a minimum of three (3) hours pay regardless of hours worked.

H. On-call Premium. Nurses in Procedural Departments who work at least one unscheduled On-Call shift in a 30-day period shall receive a $200 On-call Premium bonus for each on-call shift.

I. Bilingual Bonus. Nurses may apply for and be paid a bilingual bonus consistent with Legacy policy. The parties agree to discuss the current Legacy bilingual bonus policy

in the Labor Management Committee with regards to improving knowledge of the availability of the bonus, increasing the rate of usage of bilingual skills in the workplace. The Parties agree, however, that the Labor Management Committee shall not have the authority to bargain or reach agreement over any terms of the bilingual bonus offered by Legacy.

J. New Hires. Nurses without prior experience as a registered Nurse will be placed at Step 1. Nurses with previous experience shall be placed at the step appropriate to the Nurses years of experience, in accordance with Legacy policy. Nurses shall receive written notice of their wage placement on the step scale when hired (e.g. offer letter).

K. Appealing Step Placement. If a new or existing Nurse believes they were not awarded the correct number of years of experience for prior work, the Nurse may appeal the step placement. The appeal process is used only to review whether a Nurse was placed properly at the time of placement, in accordance with the rules in effect at that time. A Nurse may request review and appeal a decision once per step placement. The appeal may not be used to change the rules by which steps were awarded at the time of the placement, including how steps were awarded under earlier collective bargaining agreements. Rather, it is for the purpose of reviewing the Nurse's years of experience only. In its sole discretion, the Hospital may increase a Nurse's step level as a result of its review of the Nurses' experience. The Hospital's decision in the appeal process is not subject to the grievance procedure beyond Step 3 (VP/CNO review) and is not subject to arbitration. Reviews will take no more than 60 days, absent extraordinary circumstances. If the Hospital determines a Nurse was not placed on the proper step at hire due to the Nurse's error, back pay may be awarded to when the Nurse reported an error on their step placement. The Hospital will award back pay for time worked at an improper step due to Hospital error for a maximum of two years pay.

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

M. Laundry Services. If scrubs are required, the Department will provide laundered scrubs and for the Departments where scrubs are required, Nurses will be given 10 minutes of don and doff time each day they are working a shift.

N. Legacy Shift Incentive (LSI). Nurses in the bargaining unit are eligible to receive LSI or other shift incentive in accordance with Legacy policy applicable to non-bargaining unit Nurses (see 500.201 – Pay Practices Supplementing Base Salary). The LSI rate is a flat differential of 40% of the Nurse's base rate of pay for shifts deemed as LSI eligible by Legacy.

O. When an emergency has been declared by an appropriate government authority, and the Hospital initiates emergency protocols and/or suspends patient staff ratios, all Nurses required to work unscheduled hours will receive the LSI differential, in accordance with Legacy policy (500.201 – Pay Practices Supplementing Base Salary), in addition to any overtime or differentials they may be entitled to.

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

ARTICLE 7 – ANNUAL PAID LEAVE

A. Full-time Nurses and Part-time Benefited Nurses will earn and may use Annual Paid Leave (APL) in accordance with Legacy policy applicable to similarly situated non-bargaining unit employees (Policy No. 500.304 - Annual Paid Leave).

B. The APL accrual rates in effect as of the start of this Agreement are as follows:

Months of Service	Accrual Rate (per hour worked)	Maximum Annual Accrual	Maximum APL Bank
0-60	0.1	208	480
61-120	0.1192	248	480
121-180	0.1347	280	480
181-240	0.1424	296	480
241-above	0.1462	304	480
Not capped by hours worked each pay period, just annual max (i.e.: accrue APL over 72 or 80 hours in a pay period)			

C. Newly hired Nurses and Nurses previously employed by Legacy who are (re)hired into an APL-eligible position will receive an initial (frontloaded) APL balance of 40 hours. Nurses eligible for an initial APL balance will not accrue additional APL until they have worked enough eligible hours to accrue hours equal to the initial frontloaded amount.

D. Nurses are eligible to participate in Legacy programs to provide cashout opportunities for accrued APL. Within at least the first year of the Agreement, the parties agree to discuss the current Legacy programs to provide cash out opportunities in the Labor Management Committee with regards to improving knowledge of the programs and increasing cash out opportunities. The Parties agree, however, that the Labor Management Committee shall not have the

authority to bargain or reach agreement over any terms of the cash out opportunities offered by Legacy.

E. APL Accruals. APL accrues on:

1. Hours worked in the pay period;

2. Paid time off taken as APL;

3. Overtime and call worked;

4. Both voluntary and required time off, paid or unpaid, taken due to reduced workload;

5. Paid jury duty and bereavement leaves;

6. Education, meetings, and orientation time; and

7. Temporary light duty work assignments.

F. APL Does Not Accrue. APL does not accrue on:

8. Compensation that does not include hours paid at a minimum of the employee's base rate (e.g., standby hours or pay);

9. Hours above maximum the annual accrual limit unpaid leaves of absence or unpaid time due to layoff;

10. The value of accrued APL paid as a cash payment (APL "cash out");

11. APL lump sum payments on termination;

12. Severance hours;

13. Holiday no pay;

14. Paid benefits such as education assistance;

15. Flexible credits and mileage reimbursement;

16. Disability pay, including short-term and long-term disability pay;

17. Workers' compensation benefits;

18. Extended illness bank (EIB);

19. Extended Disability or sick leave bank programs.

G. Accrual Rate Changes. When a Nurse becomes eligible for a higher accrual rate, the new rate begins on the first day of the pay period in which the Nurses "anniversary date," provided they have not experienced a break-in-service of twelve months or more.

H. Vacation scheduling. Vacations shall be scheduled in accordance to Legacy policy and Department scheduling procedure. Vacations will be granted in a fair and equitable manner. If multiple requests for vacations occur, the Manager will consider time of request and approve on a first-come, first-serve basis, assuming the Nurse has (or will have) sufficient accrued APL to cover the requested time off.

I. Annually, the UPC of each unit may recommend the maximum and minimum number of Nurses who can take APL for vacation per shift (e.g. day/night). Annually, the Nurse Manager will consider the recommendation of the UPC as well as the staffing plan, and operational needs to establish a maximum/minimum per shift. The established minimum or maximum number of Nurses who can take APL for vacation per shift (e.g. day/night) cannot be set at zero.

J. If a Nurse is on a patterned weekend rotation, Nurses cannot be required to find coverage for their shift if an approved vacation falls on their weekend rotation shift. Vacation requests cannot be denied for the sole reason that they fall on weekend rotation shift.

K. Attendance Expectations.

20. Regular, consistent, and predictable attendance is an essential requirement of nursing work at Legacy Mount Hood. Nurses are expected to be at work, ready to work at their designated starting time, and to return from breaks and meal periods on time.

21. Tardiness is defined as not being at work and ready to work at the Nurse's designated starting time, or not returning from break or meal period by the end of the scheduled break or meal period. Meal periods and breaks are to be taken in accordance with the provisions of this Agreement, department policy, and applicable law.

22. Nurses are required to be on time for and in attendance during 95% of scheduled work hours, measured on the quarterly.

23. Unscheduled tardiness and absences in excess of 5% of scheduled work hours will be considered excessive and may result in corrective action, up to and including termination of employment. In the instance of an unavoidable delay in transportation, Nurses should inform manager/ supervisor of the situation immediately.

24. For the purposes of calculating attendance, all protected hours of absence (i.e., Oregon Protected Sick Time (first 40 hours of absence), OFLA, FMLA and Oregon Paid Leave) will not count toward a Nurse's attendance rate.

L. Notice. It is the Nurse's responsibility to notify their manager or designee, in a timely manner each day, if they are unable to work. Nurses shall follow the procedures specific to the department for calling in to report absences. Nurses who do not report to work for three (3) consecutive scheduled days (scheduled

shifts), and do not contact their manager or designee, are considered to have voluntarily terminated their employment. Single days of absence without contacting a supervisor (“no-call, no-show”) is highly unacceptable and may be subject to discipline.

ARTICLE 8 – HOLIDAYS

A. Recognized Holidays. The following holidays shall be recognized and celebrated on the legal day within the state: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, and December 25. If Legacy policy is modified during the term of this Agreement to add Martin Luther King, Jr. Day and/or Juneteenth as a recognized holiday, it will be added to this Article 8 at that time.

B. Veterans Day. Employees who qualify as a "Veteran" and who are scheduled to work may take Veterans Day off unpaid or may choose to use APL. To qualify as a Veteran, employees must have: 1) Either served on active duty with the U.S. Armed Forces for at least 179 consecutive days, or been released from duty due to service-connected disability or served in a combat zone; and 2) been discharged under honorable conditions; and 3) made the request for the day off with at least 21-days' advance notice.

C. Rotation and Pay. It is agreed that holiday work will be rotated by the Hospital as equitably as possible and that a Nurse who is required to work on a holiday shall receive time and one-half at their normal rate of pay. Holiday pay is for all hours worked on the Legacy recognized holiday, midnight to midnight. In addition, the following days shall be rotated in the department as equitably as possible; day after Thanksgiving, December 24th, New Year's Eve, Easter, Mother's Day, and Father's Day, but Nurses shall not be entitled to time and one-half for working these days.

D. Culture Day. As part of Legacy's commitment to diversity, equity and inclusion, the Hospital will give one personal day off (the length of the Nurse's regularly scheduled shift) each calendar year as a cultural recognition day to every Nurse. Culture Day shall be scheduled in accordance with Legacy and Departmental scheduling procedure and process for requesting such time-off. The Hospital shall make reasonable efforts to ensure equitable scheduling of culture days. The time-off for Culture Day does not roll over from one year to the next.

E. For Departments that are closed on a Legacy-recognized holiday (including case managers), if a manager is unable to schedule a Nurse for their assigned shift due to the closure of the Department, a Nurse has the following options:

- Take the holiday off as HPD (Holiday Paid using the Nurse's APL); or
- Take the holiday off as HNP (Holiday No Pay) and save the APL for later use; or
- May request to be scheduled for a shift on a different date in the same work week.

ARTICLE 9 – HOURS OF WORK

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

B. Workdays. The basic workday shall be six, eight, nine, ten or twelve hours.

C. The Hospital and an individual Nurse may mutually agree to alter the hours of the basic workday other than the basic workday hours stated above. Such agreement shall be in writing. An alternate hours arrangement may include the Nurse applying for a posting by the Hospital with such alternate hours and accepting the position in writing. The Hospital reserves the right to cancel such agreements by giving written notice of at least 30 calendar days to the affected Nurse. The Hospital may offer, and a Nurse may accept, shorter single shifts to meet Department needs.

D. Overtime. Overtime compensation shall be paid at one and one-half times the Nurse's regular rate of pay, for all hours worked in excess of one of the following:

1. Hours worked in excess of the basic workday for Nurses assigned to ten (10) and twelve (12) hour shifts.

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

3. Hours worked over eight per day or two-week period for Nurses on an 8-and-80 schedule.

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

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

F. Rest Periods. One 15-minute rest period shall be allowed during each four-hour period of employment. Managers shall ensure rest periods are scheduled in accordance with Oregon law and implementing regulations. Managers and Nurses shall be responsible for working together to ensure rest periods occur. Nurses must notify their manager or designee if they are unable to take their rest break due to patient care needs so their manager or designee can reschedule the rest period for as soon as possible.

G. Meal Periods. Nurses scheduled for a shift of 6 hours or more must take a meal period of 30 uninterrupted minutes. During the meal period, Nurses are relieved of duty and must use a badge reader to clock in/out in real time for their meal periods at the badge reader closest to their work area.

Managers or their designee shall schedule Nurses' meal periods and provide relief as necessary. Managers, Charge Nurses, and/or Nurses shall be responsible for working together to arrange suitable meal periods. Meals and breaks should ideally be scheduled so they can be taken without interruption. Nurses who are unable to take a meal period as a result of patient load shall be paid for the time worked. Nurses must notify their manager or designee if they are unable to take their meal break due to patient care needs so their manager or designee can reschedule the meal break for as soon as possible. Meal periods are scheduled in accordance with Oregon law and implementing regulations. Unless otherwise required by Oregon law, meal periods may be scheduled between the conclusion of the second hour worked and ninth hour worked, depending on the length of the shift and the needs of the department.

H. Notice for Low Census. During periods of low census, the Hospital shall notify Nurses that they are not needed for a scheduled shift no later than two hours prior to the Nurse's scheduled shift. A reasonable effort by the Hospital would include an attempt to contact the Nurse by telephone or text at the number listed by the Nurse.

If the Hospital has not notified the Nurse that they are not needed for their scheduled shift and they show up for work, they shall be offered the opportunity to work for a minimum of three hours. If the Nurse is not timely notified in accordance with this Article of low census for a designated LSI shift and the Nurse reports to work, the Nurse will be offered the opportunity to work a minimum of four (4) hours. A Nurse may elect to forego this work opportunity and take the time off with or without pay. A Nurse may use APL to augment the minimum pay to equal a full shift. When the Hospital has made a reasonable effort to notify the Nurse in advance of the shift not to report, the three-hour minimum shall not apply.

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

Low census may occur for a portion of a scheduled shift (including a decision to delay the start time of a previously scheduled Nurse) or for the entire scheduled shift. The Hospital will only give a delayed start for low census once per shift. The Hospital may offer a Nurse who has been low censused the opportunity to float to another unit, perform other nursing tasks, and/or work on mandatory nursing-related education. As long as the criteria in this section have been met, Nurses shall be selected for low census in the following order:

1. Agency and travelers when their contract allows it.

2. Resource Pool Nurses, which Legacy assigns to another facility or unit for the remainder of the shift.

3. Nurses working LSI in overtime.

4. Nurses working LSI not in overtime.

5. Nurses working at 1.5x or above, not in LSI.

6. Nurses working an extra shift non-overtime, who have volunteered (AV request).

7. Other Nurses requesting cancellation, including Resource Pool Nurses (AV request).

8. Late AV requests received after the 6-hour mark but granted to avoid mandatory cancellation.

9. Nurses working an extra shift non-overtime.

10. On-call Nurses.

11. Regularly scheduled Nurses working regularly scheduled hours, including Resource Pool Nurses (not otherwise reassigned) in rotation by cancellation.

The Nurse selected for the low census (which includes delayed starts and early flex) within the groups described above shall be the Nurse on the shift who has the lowest percentage of low census in a rolling 12-month period.

All efforts will be made to “cap” mandatory low census at no more than one (1) shift per pay period per Nurse (excluding on-call Nurses).

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

J. Departmental Nursing Staff Meetings. Departmental nursing staff meetings are voluntary, and Nurses shall be compensated at straight time for attending such meetings, unless the Nurse is entitled to overtime pay in accordance with Section C of Article 9. Nurse managers will schedule each departmental meeting for their department and communicate the schedule in advance. Nurses who do not attend the departmental Nurse staff meeting are responsible for obtaining the information presented, which may include reviewing minutes or watching a Teams recording, if available. This must be done within 14 calendar days of posting, and Nurses will be paid for that time obtaining information about department nursing staff meetings. Departments may establish reasonable attendance standards for Charge Nurses at departmental nursing staff meetings.

K. Standby. Standby shall be assigned in accordance with Legacy policies and guidelines, except as described in this Agreement. In some units, standby is referred to as “call time” or “on-call.”

L. Surgical and Interventional Services Standby. Surgical and Interventional Services (“SIS”) Nurses shall be required to perform department call time, based on the needs of the department and department policy. Call time starts when a Nurse is expected to be available by phone.

M. Scheduling Procedure. The Hospital will schedule Nurses in accordance with Legacy policies and practice (e.g. “Simplicity Guidelines - Scheduling”). Nurses may access a list of the available shifts when the schedule is published or when the shift becomes available. Extra available shifts shall be awarded in a neutral manner (e.g. first-come, first-serve).

It is a Nurse's responsibility to ensure the accuracy of their timekeeping. If a timekeeper/manager believes it is necessary to alter either the code or hours a Nurse has recorded, the timekeeper/manager will provide notice of the change to the Nurse. Such notice will be provided within a reasonable period of time following the change, which may be after the record has been submitted to payroll.

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

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

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

Q. Weekend Work. For work on the weekend, the Hospital shall schedule Nurses who work twelve-hour (12) shifts at 0.75 FTE or above to work no more than four weekend shifts in a six-week period, unless they volunteer for additional shifts or were hired as a weekend-shift Nurse. Nurses who work 12-hour (12) shifts at less than 0.75 FTE shall be scheduled to work no more than three (3) weekend shifts in a six-week period.

R. Telephone and Text Communication. When an employee is required by the Hospital to perform work from home, the Nurse shall record the time worked or time spent on the telephone as time worked and the Nurse shall be paid in increments of 15 minutes at their base rate or overtime, if applicable. To receive such pay employees are responsible for ensuring that their time is properly recorded.

ARTICLE 10 – EMPLOYMENT STATUS

A. Introductory Period. A Nurse employed by the Hospital shall not become a regular Nurse until they have been continuously employed at the Hospital for a period of 120 days. Nurses in good standing who transfer from a different Legacy facility and into the same specialty shall become a regular Nurse after they have been continuously employed at the Hospital for a period of 60 days. Nurses employed on a temporary basis shall not become regular employees under this provision. During the introductory period, an Introductory Nurse may be issued corrective action or terminated without recourse to the grievance procedure.

B. Notice of Resignation. All regular Nurses employed by the Hospital shall give the Hospital not less than 14 calendar days' written notice of intended resignation.

C. Notice of Termination. The Hospital shall give regular Nurses 14 calendar days written notice of termination of employment; or, if less notice shall be given, then the difference between the number of days' notice given and the number of working days of advance notice herein required shall be paid to the Nurse at their regular rate of pay; provided, however, that no such advance notice or pay in lieu thereof shall be required for Nurses who are discharged for cause.

D. Promotion, Transfer, Filling of Posted Job Openings. Available openings may be posted internally and externally at the same time. All positions shall be posted five full calendar days prior to the filling of a vacancy, either as "Department Only" or full posting, as determined by the hiring manager. "Department only" means the opening is available only to Nurses already working in the department. Posted positions shall list whether they are day shift, evening shift, night shift, or variable shift. After five full calendar days, the Hospital may proceed with filling the position. The position shall be considered awarded as soon as the Hospital makes a verbal offer. The hiring manager shall select the most qualified candidate for the position, in their discretion, utilizing the Merit Assessment Tool. Cross-training assignments are not considered a position or a vacancy subject to this article. The Hospital may post notices describing possible cross training opportunities; however, such notice will be posted with the understanding that it does not refer to a vacant position

subject to the posting requirements of this article. The Hospital may transfer a Nurse in accordance with policy 500.104 ("Employee Recruitment, Selection and Transfer Policy"). An individual Nurse may only be transferred to another Legacy facility by mutual consent between the Nurse and the Hospital.

E. Seniority. Seniority is defined as the length of employment as measured by total time from anniversary date.

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

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

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

4. Layoff or Workforce Reorganization. The Hospital retains the right to determine whether a permanent or prolonged reduction in or restructuring of personnel is necessary, the timing of such reduction or restructuring, the number of FTEs to be affected, and in which departments a layoff and/or restructuring will occur. If the Hospital determines that a layoff in personnel or a restructuring is necessary, and notwithstanding any other provision of this Agreement, when a permanent or indefinite reduction in force is necessary, Nurses will be laid off based on the following qualifications:

a. Contracted Agency and Traveler Nurses;

b. Nurses within the affected unit who volunteer for layoff;

c. Past performance including the average of the last three (3) evaluations (or less if fewer than three evaluations do not exist). Counseling and disciplinary record will also be considered. Prior work experience in the area in which the position exists.

d. Applicable Certifications.

e. Competency Testing.

f. Specialty Education.

g. Safety Record.

When such qualifications are relatively equal, seniority will prevail. The Hospital will be the sole judge of qualifications provided that the Hospital will not be arbitrary or discriminatory. Any Nurse who is displaced under this subsection will have the option of accepting any vacant position for which they are qualified in accordance with the following paragraph or be placed on the recall list.

5. Recall. Nurses shall be recalled in reverse order of layoff provided that

the Nurse meets the qualifications of the available position. If a Nurse's original reduced position is reinstated, the displaced Nurse has first preference in reclaiming the position. The Hospital shall offer all open and available bargaining unit positions to Nurses on recall for which they are qualified if such positions remain open after the regular posting period provided for in Section D. Nurses on recall may refuse positions offered if the position is on a shift that is different from the Nurse's assigned shift at the time of layoff. Nurses shall have one right of refusal. Upon return, a recalled Nurse will retain seniority, step wage and benefit accrual level in effect at the time of layoff. Pursuant to Article 10, Section E, any recall rights expire twelve months after layoff. Nurses on the recall list may elect to work as an On-Call Nurse for a period of up to 90 days without having that work impact their position on the recall list. Notice of this election must be made to the Hospital within ten days of the notice of layoff. At the end of the 90-day period, the displaced Nurse may elect reclassification to On-Call status and will be removed from the recall list.

6. Notice. The Hospital shall provide the Association and affected Nurse(s) with at least 21-calendar days' notice prior to a layoff or provide up to three-weeks' pay at their regularly scheduled FTE prorated to the difference in the number of days between the required 21-days to the affected Nurse(s) and when notice is provided. For the avoidance of doubt, the parties agree to the following example: if the Hospital gives 14-calendar days' notice rather than 21calendar days, the affected Nurse would be entitled to payment equal to the Nurse's regularly scheduled FTE for the 7-days' difference in notice.

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

8. Severance Pay. The parties agree that bargaining unit employees may participate in Legacy's Employee Severance Policy under the same conditions as hourly employees in the same or similar classifications at other hospitals within the system and the amount and material terms/conditions no less favorable to similarly situated Nurses at other hospitals within the Legacy System in accordance with Legacy policy, Employee Severance Policy 500.819, in place on date of this Agreement. Any Nurse who elects to participate in Legacy's Employee Severance Policy will waive any recall rights they may have under Article 10 and any recall or internal applicant status rights they may have under this Agreement.

ARTICLE 11 – LEAVES OF ABSENCE

It is the intent of the Hospital to comply with all applicable federal and state laws regarding leaves of absence. Leaves of absence shall be provided in accordance with Legacy policy applicable to similarly situated non-bargaining unit Nurses (See 500.401 – Leave of Absence). Personal and education leaves are granted at the sole discretion of management by balancing the needs of the employee and the organization.

Personal or education leave of absences will be granted if the manager determines the criteria listed on Legacy policy 500.401 “Leave of Absence” section C.5 are met.

ARTICLE 12 – HEALTH AND WELFARE/RETIREMENT

A. Health and Welfare. The Hospital will provide health and welfare benefits to bargaining unit Nurses under the same plan(s) as are available to similarly situated non-bargaining unit Nurses. Full-time and part-time Nurses electing to participate in the Legacy Benefit program will be subject to the same premium rates and Employer contribution for these programs as similarly situated full-time and part-time non-represented Nurses. The Hospital may change to a different program only after providing the Union at least 45-days' prior notice of the proposed change and an opportunity to discuss such change. Any changes in insurance coverage during this Agreement shall be no different for the bargaining unit than changes for non-bargaining unit Nurses of the Legacy System. If the premium that full-time employees pay for Employee-Only coverage on Legacy's primary medical plan (currently Legacy+) increases by $5 or more per pay period in any plan year, all bargaining unit employees who participate in either medical plan (Legacy + or Expanded) will receive a one-time taxable payment equal to one month (two pay periods) of the semi-monthly premium cost. This provision will automatically sunset with the expiration of this collective bargaining agreement.

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

ARTICLE 13 - GRIEVANCE PROCEDURE

A. A grievance is defined as any allegation that the Hospital has breached one or more provisions of this Agreement, including in the application of Legacy policies incorporated by reference in this Agreement. This Article, and the process contained herein, shall be the exclusive method to be used to resolve such grievances.

1. Step One: A grievance shall first be presented to the Nurse Manager in writing within 21 calendar days of the occurrence or the date the Nurse should reasonably have knowledge of it. In the case of a Union grievance, such grievance must be filed in writing within 21 calendar days of the date the Union should reasonably have knowledge of it. The grievance must state the facts surrounding the grievance, and the specific provisions of this Agreement alleged to have been violated.

   The Nurse Manager will make a reasonable attempt to set up a meeting with the aggrieved Nurse within 21 calendar days after receipt of the grievance to discuss the matter. The allegedly aggrieved Nurse, and a representative of the Union, if the Nurse so desires, shall meet with the Nurse Manager in an attempt to resolve the grievance.

   The Nurse Manager will have 21 calendar days after the meeting to respond in writing to the complaint, dispute, or difference. If a meeting has not been held or there has not been an agreement to extend the time to meet, hen the grievance shall move to Step 2.

   A Union grievance shall be submitted at Step One, unless it involves multiple departments, in which case it may be submitted at Step Two.

2. Step Two: If dissatisfied with the decision of the Nurse Manager, a grievance may then be presented to the associated Director, or designee, within fourteen (14) calendar days of the response from the Nurse Manager.
   Grievances involving two or more Nurses or involving the termination of a

Nurse shall be filed at Step Two. The aggrieved Nurse and, if the Nurse so desires, a representative of the Union, shall set up a meeting with the Director, or designee, within 21 calendar days of the filing of the Step Two grievance in an attempt to resolve the grievance. The Director or designee shall submit a written response to the grievant, with a copy to the Association, within 21 calendar days of the Step Two meeting, or if no meeting is held, within 21 calendar days of the date of submission of the grievance to the Director.

3. Step Three: In the event the grievance is not resolved by the procedure outlined in (A)(2) above, the grievance shall be submitted in writing to the Vice President – Chief Nursing Officer (CNO) within 14 calendar days of the receipt of the written response or last date for such response in (A)(2) above. The VP-CNO, or designee, shall set up a meeting to be held within 14 calendar days from the filing of the Step Three grievance with the aggrieved Nurse and Union representative.

   The VP-CNO shall respond in writing to the grievant, with a copy to the Union, within 14 days from the date of the meeting with the VP-CNO, or, if no meeting is held, within 21 calendar days of the date of submission of the Step Three grievance to the VP-CNO.

4. Step Four: In the event the grievance is not resolved by the procedure outlined in (A)(3) above, the Union may refer the grievance to binding arbitration through written notice to the Hospital within 14 calendar days of the answer of the VP-CNO.

   Within 14 calendar days following receipt of the Union's notice of intent to arbitrate, the parties shall try to mutually agree upon the selection of an arbitrator. If the parties cannot agree upon the selection of an arbitrator within the 14-day period, the parties agree to select an arbitrator from a list of 11 submitted by the Federal Mediation and Conciliation Service from among those on its panel of arbitrators who have a business address in Oregon, Washington, California, Idaho, Nevada, or Utah. A selection from the list shall

be made within five days of receipt of the list.

a. Selection of an arbitrator from a list may be by mutual agreement between the parties or by alternatively striking one name each from the list until one is left. The first strike shall be determined by the flip of a coin.

b. The arbitrator's decision shall be final and binding upon the Hospital and the Union. The Arbitrator's jurisdiction shall be limited to interpretation of specific provisions of this Agreement. The arbitrator shall not, without specific written agreement of the Hospital and the Union with respect to the arbitration proceeding before them, be authorized to add to, detract from, or in any way alter the provisions of this Agreement.

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

d. The Arbitrator's decision shall be announced in writing to the parties within 30 days following the hearing, or if the parties submit post-hearing briefs, within 30 days following submission of the post-hearing briefs.

5. The parties may mutually agree to mediate a grievance prior to arbitration by requesting the assistance of a mediator with the Federal Mediation and Conciliation Service.

6. The time limits for filing and processing grievances are material and essential terms of this Agreement. Failure by the Union to comply with the timelines in this Agreement for grievances will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

7. All time limits set forth above may be extended by mutual agreement, in writing. Absent such written agreement to extend, any grievance not moved to the next Step by the Union within the aforesaid time limits shall be considered withdrawn and may not be submitted to arbitration.

8. Only grievances which involve the application or interpretation of an alleged violation by the Employer of a specific section or provision of this Agreement shall be subject to arbitration.

ARTICLE 14 – EQUALITY OF EMPLOYMENT OPPORTUNITY

A. Non-Discrimination. The Hospital and the Union agree that each will fully comply with applicable laws and regulations regarding discrimination and will not discriminate against any Nurse or applicant for employment because of such person's age, sex, gender, gender identity or expression, race, creed, religion, color, national origin, family or marital status, sexual orientation, physical or mental ability, political affiliation, veteran status, or any other legally-protected status.

B. Union Membership and Activities. The parties agree that there shall be no discrimination by either party against any Nurse on account of membership or non-membership, participation or non-participation, or other lawful activity in respect to the Union. The Employer shall not discriminate against any Nurse on account of membership in the Union.

C. Harassment-free Workplace. The Hospital is committed to providing a harassment-free work environment for all employees. The Hospital shall continue its present policy that it complies with all discrimination laws pertaining to employment in hiring, placement, promotion, salary determination, or other terms of employment of Nurses employed in job classifications covered by this Agreement. Any claim of discrimination which are within Oregon or federal government anti-discrimination regulation, shall be subject to such governmental jurisdiction or the Grievance Procedure provision of this Agreement. Upon notification to the Union of an individual filing for redress of any item in this article in any court of law or administrative agency, any grievance filed by that same employee or Union under this article will be withdrawn.

D. Workplace Bullying. Nurses are entitled to a working environment free of aggressive, threatening, disruptive, and bullying behavior. The parties recognize the importance that each Nurse be treated with respect and dignity. The parties endorse the ongoing efforts to eradicate bullying behavior.

ARTICLE 15 – DUES DEDUCTION

A. Membership. A Nurse will, as a condition of employment at the Hospital, within thirty days after the Nurse's hire date, become and remain a member of the Union or make payment in lieu of dues to the Union.

B. Dues Deduction. The Hospital will deduct Union membership dues from the wages of each Nurse who voluntarily agrees to such deductions and who submits an appropriately written authorization form to the Hospital setting forth standard dollar amounts and times of deduction. Deductions shall be made per pay period and remitted per pay period to the Union together with a list of those authorized deductions.

C. Religious Exemption. A Nurse who is subject to the membership or payment requirements of this Article, but who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to continue membership in or financial support of the Union; except that such Nurse shall contribute an amount equivalent to the Union dues to a nonreligious, tax-exempt charitable fund of their choice for the duration of the membership or payment requirements had they been applicable. Nurses seeking a religious exemption shall seek the exemption through the Union and decisions to grant or deny a religious exemption are made by the Union.

D. Remedy for Non-Payment. If a Nurse is not in compliance with the provisions in this section, the Union will notify the Nurse in writing that they are delinquent in the satisfaction of their obligations and will provide a copy of the notice to the Human Resources Department or designee of Legacy. The Union will allow the Nurse a reasonable period of time of not less than twenty (20) days to cure the

delinquency. If the Nurse fails to cure within the allotted time, then the Union may contact the Human Resources Department or designee for the purpose of proceeding with termination of employment. Should a termination occur, a duly authorized representative of the Union will be present for the termination proceeding.

E. Payment In Lieu Of Dues. Payments in lieu of dues will be less than or equal to the regular monthly Union dues as established by the Union.

F. Hospital Indemnification. The Union will indemnify and hold the Hospital harmless for any and all claims, charges, suits or damages that may arise against the Hospital as a result of the Hospital taking action pursuant to this Article.

ARTICLE 16 – PROFESSIONAL DEVELOPMENT AND EDUCATION

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

In order to meet and exceed the standards of patient care, the Hospital requires specific national certifications or required courses. The Hospital will pay for fees and/or expenses of mandatory education, which may include mileage reimbursement and/or travel time, in accordance with Legacy policy. (Policy 500.810 – "Employee Mandatory Education" and 400.27 – "Business Travel and Entertainment Expenses").

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

B. Paid Educational Time. Paid Educational Time shall be provided in accordance with Legacy policy (e.g. Policy 500.810 – "Employee Mandatory Education") applicable to similarly-situated non-bargaining unit Nurses. Paid Educational Time is subject to administrative approval. Criteria for approval of educational requests are based primarily on relevance to current job description. Managers will provide Nurses adequate time on shift to complete their required education modules or provide approval for additional paid time for the Nurse to complete their required education modules off scheduled time.

C. Required Certifications. The Hospital may provide training to a Nurse and shall pay for certifications required for the Nurse's assigned position (e.g. ACLS, NRP, TNCC).

D. Specialty Certifications. The Hospital recognizes the professional dedication and quality focus required to achieve and maintain specialty certification. Nurses who have obtained recognized specialty certifications shall be paid certification pay in accordance with Legacy policy [note: this refers to the RN Specialty Certification Bonus Program (except that Wound Care Certification will be added for any Nurse for whom the certification is not required for the Nurse's position)], as may be

amended from year-to-year and the provisions of this Agreement. Nurses are encouraged to review the entire list of certifications approved each year by the Nurse Executive Council, in its discretion.

E. Tuition Reimbursement. The Hospital supports Nurses continuing professional education. Tuition reimbursement shall be provided in accordance with Legacy policy applicable to similarly situated employees (Policy "Educational Assistance Policy, 500.901).

ARTICLE 17 – HEALTH AND SAFETY

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

The Hospital seeks a safe environment for its community, including employees, patients, visitors, students, affiliates and guests, and is committed to maintaining an environment free from violence and threats of violence. Prominent signs shall be posted in the workplace indicating that violence will not be tolerated. The Hospital shall maintain a policy that it does not tolerate violence and threats of violence in the workplace. The Hospital and the Union endorse nursing participation in workplace violence prevention programs, committees, and education.

A. Mutual Commitments and Responsibilities. The Hospital and Union are committed to a mutual responsibility for promoting safety and health regulations and complying with health and safety practices. These shall include but not be limited to the following:

1. A culture that will reduce staff injuries and enhance overall safety and security in the workplace.

2. Workplace violence prevention.

3. Development and implementation of an assault prevention and protection program for Nurses that includes training on a regular and ongoing basis. The Hospital is committed to continuing its on-going efforts to assault prevention and protection against workplace violence, including workplace violence prevention training for Nurses. The training will include trauma-informed care/crisis intervention and de-escalation techniques (to address physical abuse, verbal aggression, and exposure to sexual conduct). The Hospital will provide paid time for Nurses to attend required work-place

violence prevention training.

4. Adherence to Legacy policies and procedures.

5. Identifying any new or evolving areas of concern and working cooperatively to address such issues.

6. Use of equipment according to manufacturers' instructions for use (IFU) or in accordance with state and national guidelines and standards, except in life saving situations. The Hospital recognizes it is subject to national and state laws, and professional and regulatory standards for use of medical and safety equipment. The Hospital commits to making good faith efforts towards ensuring medical and safety equipment is available according to patient care requirements and caregiver health protections. The Hospital and Nurses agree to the provision and proper use of personal protective equipment and safety devices.

7. The Hospital will maintain a reporting process for safety concerns (ICARE) and Nurses will timely report health and safety incidents and events through the reporting process. Consistent with the requirements of state law, the Hospital will report ICARES related to workplace safety and workplace violence to the Safety Committee for assessment, review, and possible recommendation of particular action. Nurses are encouraged to provide suggestions to address concerns about workplace safety and workplace violence, including but not limited to needed resources. Nurses who have concerns about safety issues should escalate via their chain of command, submit an ICARE, and/or refer their concerns to their Safety Committee.

8. In recognition of the shared commitment to safety, Nurses will make reasonable efforts to notify security of urgent safety concerns and/or screening needs.

B. Security Screening. Security staff or other trained non-Nurse Legacy-employed staff will make every reasonable effort to screen patients and visitors (including belongings) for safety when they enter the Hospital (including if arriving via emergency medical services) through the use of metal detector, wand, or pat down. The Hospital will assign security staffing to the Emergency Department 24 hours a day/ 7 days per week, including at the metal detector in the Emergency Department. Minimally, there are two security personnel assigned to the Emergency Department – one officer to cover the Emergency Department proper and waiting area and another associate (who is assigned to the metal detector).

C. The Hospital will provide adequate security staff to make rounds and respond to incidents throughout the Hospital.

D. Safety Protection and Devices. Safety devices and required personal protective equipment shall be provided by the Hospital for all Nurses engaged in work where such items are necessary to meet the requirements of applicable law, regulations and policies. If the Hospital is unable to provide sufficient personal protective equipment, a Nurse may provide their own if permissible under state and federal law (including Oregon Health Authority rules and regulations) and the equipment meets OSHA standards.

E. Exposure to Communicable Diseases in the Workplace. If a Nurse is exposed to a serious communicable disease (e.g., COVID [if COVID is established by appropriate authorities as a serious risk to health and safety], tuberculosis, bird flu, and similar or more serious conditions) due to a work with an infected patient and is determined to have had a high-risk exposure to a disease that would require immunization, testing, or treatment, Legacy shall provide immunization against, testing for, and/or treatment for such communicable disease without cost to the employee, in accordance with Legacy policy. It is understood that treatment for such exposures may be covered by workers compensation, existing health insurance, and other benefits.

F. Quarantine Following Workplace Exposure. Nurses who Employee Health determines are required to quarantine due to high-risk exposures at work, as determined by Employee Health, and who are not receiving time loss benefits on a workers' compensation claim, shall receive paid administrative leave in accordance with Legacy policy (Policy 600.08 -- "Personnel Communicable Disease Reporting, Work Restrictions, and Post Exposure Management"), for the greater of the government-recommended quarantine period for the disease to which the employee was exposed or until they are cleared to return to work by Employee Health. Paid Leave shall not be unreasonably denied.

G. Personal Safety. The Hospital is committed to providing regular and ongoing education and training to promote personal safety in the workplace setting. This will include annual de-escalation in person training for all Nurses. Nurses are obligated to participate in such programs and are accountable to be leaders to encourage other employees to be actively engaged in such programs. Safety is considered an ongoing and dynamic process, and the Hospital has a safety committee and designated safety leaders. Training provided by the Hospital will include trauma informed care/crisis intervention, and de-escalation techniques. Nurses shall be paid to attend required safety trainings. Nurses are encouraged to provide input as to ideas and concerns. Threats to patient or staff member safety will be communicated to leadership and impacted staff in real time or as promptly as possible. Nurses shall escalate safety concerns immediately.

H. Union and Nurse Input. At the request of the Union, a committee of bargaining unit Nurses from across the Hospital may meet annually with representatives of the Security Department to review Code Gray and Code Silver procedures and make recommendations about possible changes to the procedures. Additionally, through the Safety Committee, the Union and Nurses may raise concerns regarding facilities and identify opportunities to improve safety and reduce workplace violence. Nurses who have concerns or recommendations about safety issues should escalate via their chain of command, submit an ICARE, and/or refer their concerns to their Safety Committee. Nurses who have concerns related to their own health status will follow the established disability accommodation process and will follow Legacy policies and procedures.

I. Workplace Violence Response.

1. The parties acknowledge that when time allows, the incident assessment team (including the ED charge Nurse and Nursing supervisor) are consulted prior to the initiation of a Code Silver.

2. The parties recognize that accurate information regarding the reporting of workplace violence is imperative to analyzing trends or patterns to continue to promote a safe workplace. Therefore, Nurses will make reasonable efforts to report incidents of workplace violence (currently through the ICARE system) or ensure that an ICARE has been filed by their manager or a co-worker.

3. The Hospital acknowledges the impact of workplace violence on a unit and will make reasonable efforts to communicate with affected staff within 48-72 hours of the incident with the intent to provide support and/or debrief concerning the event.

4. The Hospital will encourage Nurses who are victims of assault in the workplace to report the event and recognizes the potential emotional impact of such an incident on the Nurse. The Hospital shall follow its established process regarding workplace violence reports. The Hospital acknowledges emotional impact of an assault at work and shall notify the affected Nurse(s) of available employee assistance program resources and share reporting options.

5. If a Nurse who has been assaulted at work is unable to continue working after reporting the incident, the Nurse will be released from work and paid for the remainder of their shift. Any additional time off needed will comply with leave of absence provisions related to workplace injuries.

6. A Nurse who has been threatened, treated in an aggressive manner, or assaulted by a patient or that patient's family member or visitor may request a reassignment. After receiving such a request, except in an emergency, the Hospital will make every effort to accommodate the requested reassignment.

ARTICLE 18 – SEPARABILITY

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

In the event a court of competent jurisdiction, government regulation or decree declares any provision of this Agreement invalid, either party may request that the parties enter into negotiations to address the problem.

ARTICLE 19 – ALCOHOL AND DRUG-FREE WORKPLACE

The Employer and Union are committed to providing a safe work environment for staff, patients, and the public. In order to meet this objective all Nurses are required to comply with state laws and Legacy Policy 500.702 (“Alcohol and Drug-free Workplace Policy”) regarding an alcohol and drug-free workplace. Nurses will be tested when required by law and/or Legacy policy.

The Hospital and Union agree that the provisions of the Alcohol and Drug-free Workplace policy related to corrective action shall be interpreted so that they are in compliance with the terms of this Agreement, including Article 5 and its just cause provisions.

The Hospital and the Union agree that provisions of the Alcohol and Drug-free Workplace policy relating to the consumption of alcohol and drugs “before” working attending work events or operating company vehicles shall be interpreted to mean consumption or use of alcohol or drugs that renders a Nurse “impaired” as that term is defined in the Alcohol and Drug-free Workplace policy.

The Alcohol and Drug-free Workplace policy shall not be interpreted to apply to the lawful possession, lawful purchase, lawful transfer, and lawful manufacture of alcohol or drugs at a virtual work location or the storing of alcohol or lawfully possessed drugs in a personal vehicle parked on Legacy premises. Nurses may participate in the exchange or gifting of alcohol on special occasions (e.g. holiday celebration, birthdays, or retirement parties). It is the responsibility of the individual Nurses to ensure that all gifts of alcohol shall be unopened and immediately stored in a secure location, such as vehicle or locker.

The parties agree, however, that being impaired by alcohol or drugs while on standby, and/or on Legacy premises, including virtual work, is subject to corrective action.

It is recognized that on occasion, Nurses within Legacy health will be in possession of over-the-counter medications (such as Tylenol, Ibuprofen, Tums, aspirin) for personal use. Nurses will not be issued corrective action for the possession of over-the-counter medications for personal use if stored in a secure location, not accessible to others (patients, visitors, other employees). It is the responsibility of the individual nurse to ensure that all such over-the-counter medications are stored in a secure location.

ARTICLE 20 – SUCCESSOR

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

ARTICLE 21 – WORKING OUTSIDE THE BARGAINING UNIT

The parties agree that a Nurse shall be allowed to hold two or more non-supervisory part-time, supplemental, On-call or Per Diem positions for Legacy Health, regardless of whether such positions are inside or outside the bargaining unit. The parties further agree, however, that a Nurse may not hold such positions if the Nurse's overall schedule will result in regularly working more than forty hours per week.

A Nurse who applies for and is hired into a supervisory position within Legacy Health Systems (with an assigned FTE) is no longer a member of the bargaining unit. This does not prohibit House Supervisors from performing bargaining unit work.

In the event a Nurse holds two or more non-supervisory positions at the same time – one inside the bargaining unit and one outside the bargaining unit – or picks up shifts, the following conditions shall apply:

A. None of the provisions of this Agreement shall apply to the Nurse's work outside of the bargaining unit, or the Nurse's application for work outside of the bargaining unit. Nurses working outside of the bargaining unit may utilize Legacy's Grievances procedure. Alternatively, Nurses working outside the bargaining unit may utilize any grievance procedure in an applicable Collective Bargaining Agreement at the Hospital where the work was performed, subject to any terms and requirements contained in that Hospital's applicable Collective Bargaining Agreement.

B. A termination from the Nurse's non-bargaining unit position shall not be subject to the grievance procedure in this Agreement under any circumstances. The Nurse may, however, utilize any remedies available to similarly situated non-bargaining unit Nurses under Legacy policies.

C. A termination from the Nurse's non-bargaining unit position shall not be subject to the grievance procedure in this Agreement under any circumstances. The Nurse may, however, utilize any remedies available to similarly situated non-bargaining unit Nurses under Legacy policies.

D. Where a Nurse is terminated from their non-bargaining unit position, they also may be terminated from their bargaining unit position if the Employer can establish just cause for such termination, based on the Nurse's conduct and prior discipline, both inside and outside the bargaining unit. Nurses may use the grievance process contained in Article 13 for any termination from their bargaining unit position.

E. Any discipline issued to the Nurse, whether the Nurse was working inside or outside the bargaining unit, will count for purposes of progressive discipline. In such circumstances, the parties agree that the Nurse shall be entitled to the same number of progressive disciplinary steps as defined in Article 5. In other words, the fact that the Nurse holds more than one position (or picks up shifts) shall not result in the Nurse being entitled to additional disciplinary steps.

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

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

ARTICLE 22 – COMPLETE AGREEMENT

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

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

ARTICLE 23 – COMMITTEES

A. Unit Practice Councils (UPCs). The Hospital has established Unit Practices Councils. Its structure provides an environment that enhances the flow of information to and feedback from Nurses.

1. Members Required for UPC:
   Each unit is responsible for developing a UPC which shall consist of staff Nurses and management representatives. Staff Nurse representatives shall be 10% of the unit up to 10 representatives, no less than 3 total, and shall be selected by Nurses on the unit in accordance with the unit's UPC charter. For a quorum to exist, the number of staff Nurse representatives present must be at least one more than the number of management representatives present.

2. Recommendations, Functions, Authority:
   The UPC is responsible for making recommendations that advance the delivery of professional nursing at Legacy Mount Hood including but not limited to:

   a. Unit goals related to Nurse-sensitive outcomes, patient experience, and nursing practice engagement.

   b. The development, implementation, monitoring, evaluation, and recommended modification of the unit staffing plan within budgetary parameters and subject to Hospital approval. The unit manager will collaborate with the UPC in these processes throughout the year. The UPC will assure that any contemplated changes to the unit staffing plan will be communicated to all staff Nurses on the unit followed by a reasonable period for input and recommendations prior to finalizing the plan. The UPC, at its discretion, may conduct an advisory vote of the bargaining unit Nurses on the unit to gauge support for the plan changes, results of which shall be shared

with the staff. On an annual basis and prior to the Legacy budget cycle, UPC's will submit a written unit-specific staffing plan to the Nurse Staffing Committee. UPC's will, as needed, conduct a review of the staffing plan's performance and make recommendations for plan adjustments where appropriate following evidence-based data driven practices, the Oregon Nurse Staffing law, and nationally recognized professional standards of nursing.

c. Decisions, recommendations, and unit practices reviewed by the UPC must be in compliance with the current contract, statutory regulations, and hospital policy and procedure.

d. Other tasks agreed to or assigned by the Hospital, including the opportunity to provide recommendations for consideration on unit specific scheduling practices.

3. Activities:
   a. The parties agree to jointly develop an orientation program to clarify and promote UPC activity on the units and will encourage unit Nurses to attend UPC meetings.

   b. Each unit will establish a charter that includes a process for selecting members who will represent all nursing staff and that contains parameters for length of membership, rotation of members, and a decision-making process. A Nurse will serve as the chair at all UPC meetings.

   c. Nurses will have access and input to agendas and decisions. Availability of meeting minutes to all nursing staff is a requirement. UPC meetings will be open to all unit Nurses. Time and location will be posted.
4. Paid Time:

Each UPC member shall be paid for meetings and for relevant work done outside of meeting time that is preapproved by the member's manager.

B. Labor Management Committee. The Hospital and Union will establish and maintain a Labor Management Committee (LMC). The goal and purpose of the LMC will be to further foster a collaborative relationship between the parties. Issues discussed will represent issues of mutual concern involving labor relations. The parties will establish and maintain ground rules and guidelines to be followed for conducting regular meetings. The LMC shall meet quarterly. The ONA and the Hospital shall each have six LMC members. A representative of ONA may attend the LMC meetings but shall not be a voting member of the LMC. LMC meetings will be cancelled for lack of attendance unless at least four of the six ONA members are in attendance. If two consecutive meetings are cancelled for lack of Nurse attendance, the LMC will automatically dissolve unless a majority of the LMC vote to continue the LMC.

C. LMC members will be paid at a straight rate of pay for their participation in the meetings. Management will make reasonable efforts to accommodate the employee's attendance at these meetings. Nurses will seek to obtain from their manager, as far in advance as possible, scheduled time for attendance at LMC meetings.

ARTICLE 24 – FLOATING

A. Definition. Floating is defined as the temporary reassignment by the Hospital of a Nurse to a clinical area outside of the Nurse's assigned patient care unit in which they receive a patient assignment.

B. Floating Rotation. The order of float for Nurses within a unit or cluster will be on a rotational basis. Any department(s) currently using a floating rotation process may continue the practice provided patient care needs are met.

Agency/Traveler and Resource Pool Nurses shall be floated (within their cluster) prior to the floating of bargaining unit Nurses, as long the manager or designee determines the remaining Nurses on the unit possess the necessary skills, required certifications, qualifications, competencies, and orientation to the physical environment to perform the required work.

C. Floating Criteria and Assignment. All floating assignments are subject to validated competencies. Nurses shall be floated only to work in units for which they have been oriented. For purposes of this section, "oriented" means that the Nurse has received basic information needed to work on the unit, such as layout, location of supplies and essential work protocols. Floating decisions will be based on the needs of the patients on the sending and receiving units and the floating conditions and provisions in this Article.

Every reasonable effort shall be made to limit a Nurse to only one (1) float assignment outside the Nurse's assigned patient care unit per shift. Nurses will not be assigned to float to another unit to accommodate AV requests (Absent Voluntary), unless on a voluntary basis.

Nurses, on a voluntary basis, may be assigned by the Hospital to float within or out of their cluster. If not enough Nurses volunteer to float, a Nurse may be required to float to any other department within their cluster. For purposes of this Agreement, clusters are defined as:

- Family Birth Center

- Emergency Department
- Surgical and Interventional Services consisting of OR, PACU, Short Stay, Endoscopy, Diagnostic Imaging, and Cath Lab
- Case Management
- Medical/Surgical Specialties
- ICU/IMCU

D. Floating Differential. Nurses who volunteer and are assigned to float outside their cluster shall receive a Floating Differential consistent with Article 6 for hours worked in the floating assignment. Nurses who float in lieu of being low censused shall not receive the Float Differential. Nurses who float, on a voluntary or required basis, within ICU/IMCU shall also receive the Floating Differential for hours worked in the floating assignment. Nurses who work in Medical/Surgical Specialties who float to care for medical/surgical patients who are boarding or in overflow units shall also receive the Floating Differential for hours worked in the floating assignment.

**** Signatures follow on page 68 ****

SIGNATURE PAGE

LEGACY HEALTH

Lisa Goren, Senior Vice President and
Chief People & Culture Officer

ONA-MOUNT HOOD

Jenni Suarez, RN, BSN
Emergency Department

Lillian Charron, RN, ICU

Annie Davidson, RN, BSN, CEN
Endoscopy

Christie Mikrut, RN, BSN, CCRN
Intensive Care Unit

Brittney Johnson, RN, BSN, ICU

Ranae Johnson, RN, BSN, PACU

Kim Potter, RN, BSN
Emergency Department

David Cecil, Labor Representative, ONA

APPENDIX A – WAGE SCALE

					Certified Wound Ostomy Nurse	
					RN Charge Nurse	
					RN Charge Nurse Cath Lab	
				Case Manager	RN Critical Response Nurse	
				Case Manager Specialist	RN Newborn Resuscitation Splst	
				RN Staff Nurse	RN OR Service Coordinator	
				RN Staff Nurse Cath Lab	RN Transition Coach	
		RN Staff Nurse Amb Clinic	RN Charge Nurse Amb Clinic	Wound Ostomy Nurse	RN Trauma Resuscitation Nurse	RN Newborn Res Splst Charge
Yrs Exp	Step	RN Staff Nurse Amb-Clinic	RN Charge Nurse Amb-Clinic	RN Staff Nurse	RN Charge Nurse RN Newborn Res Splst	RN Newborn Res Splst Charge
0	1	$51.78	$54.88	$54.37	$57.63	$61.09
1	2	$53.88	$57.11	$56.58	$59.97	$63.58
2	3	$55.97	$59.32	$58.77	$62.29	$66.03
3	4	$58.05	$61.53	$60.95	$64.61	$68.49
4	5	$60.14	$63.76	$63.16	$66.94	$70.96
5	6	$62.26	$65.99	$65.37	$69.29	$73.44
6	7	$62.86	$66.63	$66.01	$69.96	$74.15
7	8	$63.49	$67.30	$66.66	$70.65	$74.89
8	9	$64.10	$67.94	$67.30	$71.34	$75.62
9	10	$64.69	$68.58	$67.92	$72.01	$76.32
10	11	$65.31	$69.23	$68.58	$72.70	$77.07
11	12	$65.91	$69.86	$69.20	$73.35	$77.75
12	13	$66.55	$70.54	$69.87	$74.07	$78.51
13	14	$67.12	$71.16	$70.48	$74.71	$79.20
14	15	$67.74	$71.81	$71.13	$75.40	$79.93
15	16	$68.33	$72.44	$71.75	$76.05	$80.61
16	17	$68.96	$73.10	$72.42	$76.75	$81.37
17	18	$69.60	$73.78	$73.08	$77.47	$82.12
18	19	$71.18	$75.45	$74.75	$79.23	$83.99
19	20	$71.70	$76.01	$75.29	$79.80	$84.59
20	21	$72.21	$76.55	$75.83	$80.38	$85.20
21	22	$72.73	$77.10	$76.37	$80.96	$85.82
22	23	$73.25	$77.64	$76.92	$81.53	$86.43
23	24	$73.77	$78.19	$77.46	$82.11	$87.04
24	25	$74.29	$78.76	$78.00	$82.69	$87.64
25	26	$74.80	$79.30	$78.54	$83.25	$88.25
26	27	$75.32	$79.85	$79.08	$83.84	$88.87
27	28	$75.83	$80.38	$79.64	$84.40	$89.47
28	29	$76.35	$80.94	$80.18	$84.98	$90.09
29	30	$76.87	$81.48	$80.72	$85.56	$90.69
30 +	31	$77.34	$81.98	$81.21	$86.08	$91.24

Yrs Exp	Step	RN Resident
0 to 1 Years	1	$54.37

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 LEGACY MOUNT HOOD MEDICAL CENTER FOR September 5, 2025 – September 5, 2027.

Signature: _____

Today's Date: _____

Mailing Address: _____

_____

_____

Cell Phone: _____ Work Phone: _____

Email: _____

Unit: _____ Shift: _____