

# **Collective Bargaining Agreement**

**between**

**Willamette Valley Medical Center**

**And**

**Oregon Nurses Association**

**March 15, 2025 through June 23, 2027**

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This Agreement is made and entered into this 15th day of March, 2025 by and between Willamette Valley Medical Center (hereinafter “Hospital,” “Medical Center,” or “Employer”) and the Oregon Nurses Association (hereinafter “ONA,” “Union,” or “Association”).

## **ARTICLE I**

### **RECOGNITION**

Pursuant to a Certification of Representative issued by the National Labor Relations Board in Case No. 19-RC-252286 on December 27, 2019, the Hospital recognizes the Union as the exclusive collective bargaining representative for all full-time, regular part-time and per diem Registered Nurses employed by the Employer at its acute care hospital located at 2700 SE Stratus Avenue in McMinnville, Oregon, but excluding all managers, confidential employees, SBHU Nurse Managers, OR/PACU Nurse Managers, Short Stay Nurse Managers, Acute Care Services Directors, Directors of ER, Managers of Birthing Center, Directors of Acute Care Services, Managers of Case Management, Employee Health/Infection Prevention, Clinical Reviewer/Quality Analysts, Clinical Educator Specialists, Patient Advocacy and Clinical Informatics, Assistant Nurse Managers, Clinical Coordinators, Clinical Decision Informatics, Birthing Center Team Lead/Education Coordinators, Trauma Coordinators, and supervisors as defined by the National Labor Relations Act.

## **ARTICLE II**

### **ONA MEMBERSHIP AND PAYROLL DEDUCTION**

**A.** Because a nurse has a high degree of professional responsibility to the patient, the nurse is encouraged to participate in the ONA to define and upgrade standards of nursing practice and education through participation and membership in the nurse’s professional association. Membership in the Oregon Nurses Association shall in no manner be construed as a condition of employment.

**B.** The Medical Center will help to distribute membership informational material provided by the Association to newly employed nurses. Such material will include the ONA’s form authorizing voluntary payroll deduction of monthly dues, if such form expressly states that such deduction is voluntary, and a copy of this Agreement.

**C. Membership and Financial Obligations.**

1. By the 31st day following initial ratification of this Agreement, or the 31st day of employment for nurses hired after such ratification, each nurse must do one of the following as a condition of employment:
  - (a) become and remain a member in good standing of the ONA and pay membership dues;
  - (b) pay the ONA a representation fee (fair share) established by the Association in accordance with the law;
  - (c) exercise the nurses’ right to object on religious grounds. Any nurse who is a member of, and adheres to established and traditional tenets or teachings of a

bona fide religion, body, or sect, that holds conscientious objections to joining or financially supporting labor organizations, will, in lieu of dues and fees, pay sums equal to such dues and/or fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the ONA and the WVMC. Such payments must be made to the charity within fifteen (15) calendar days of the time that dues would have been paid.

2. Any nurse who does not notify the ONA of their intent not to join the Association as set forth in Section 1(c) above shall be required to do one of the following within ten (10) calendar days following the completion of the first thirty-one (31) days of employment:
  - (a) join the ONA and pay membership dues,
  - (b) pay to the ONA the designated representation fee established by the ONA, or
  - (c) make payments to a charity if objecting to membership or representation fees on religious grounds.
3. **Remedy for Non-Payment.** Consistent with this Article, the Employer will terminate the employment of a nurse who fails within 31 days' of ratification or hire to become and remain an Association member, representation fee payer, religious objector, or who fails to provide notice of his or her choice not to become a member via mail, email or facsimile as set forth in Section 1(c). The Employer will discharge an employee who fails to become and remain a Union member, agency payor or establish that he/she is a bona-fide religious objector, including making the required payments to a charity. The Employer will terminate an employee after receiving written notice from the Union that the employee is delinquent, so long as such discharge is lawful. The Employer will terminate the employee no later than seven (7) days after receiving the written notice from the Union.
4. **Address for Notice and Changes in Membership Status.** Any notice to the Association to opt out of membership obligations pursuant to this Article, and any notice of a nurse's desire to change his or her membership status (from full member to representation fee payer or vice-versa) shall be provided to the Association at:

Oregon Nurses Association  
Attention: Membership Coordinator  
18765 SW Boones Ferry Road, Suite 200  
Tualatin, Oregon 97062

**D. Dues Deduction.** WVMC will deduct the amount of ONA dues from the wages of all nurses covered by this Agreement who voluntarily agree to such deductions and who submit an appropriately written authorization to the Employer.

1. The deductions will be made every pay period. Changes in amounts to be deducted from a nurse's wages will be made on the basis of specific written confirmation by the Association received not less than one (1) month before the deduction. Deductions

made in accordance with this section will be remitted by the Medical Center to the Association monthly, with a list showing the names and amounts regarding the nurses for whom the deductions have been made.

2. The ONA will indemnify and hold the Hospital harmless against any and all third party claims, demands, suits, and other forms of liability that may arise out of, or by reason of action taken by the Medical Center in connection with this Article.
3. The parties will work together to reach a mutual agreement on the information to be provided to the ONA, to track the provisions in this Article.

### **ARTICLE III**

### **ASSOCIATION BUSINESS**

**A. Access to Premises.** The Hospital shall allow duly authorized representatives of the Union to visit the Hospital to ascertain whether or not this Agreement is being observed and to assist in adjusting grievances, including any Hospital-approved and authorized educational purpose. Upon arrival at the Hospital the representative will notify the Director of Human Resources (or the Nursing Administrative Supervisor if such visitation occurs in the evening or on a weekend) of his/her presence.

Access to the Hospital (other than public areas) shall be limited to meeting rooms selected by the Hospital for grievance meetings or for the Union Representative's use in meeting with employees on their non-working time; public areas shall be used consistent with their intended purpose. The Hospital will make a reasonable effort to accommodate meeting room requests, however, it is understood that room availability is subject at all times to the Hospital's operational needs and priorities. Requests for a meeting room must be directed to and approved by the Hospital's Director of Human Resources or designee. Such meeting room space may include JRIO, the Chapel, 3<sup>rd</sup> or 4<sup>th</sup> floor vacant offices or 1<sup>st</sup> floor classrooms, but not including break rooms.

If it is necessary for the Representative to examine a working area of the Hospital, the time, place, and parameters of such visit shall be determined in advance and by mutual agreement of the parties, and without interference with patient care or the work of any employee.

**B. Orientation.** New RNs who will be in the ONA bargaining unit will be scheduled for a thirty-minute (or less) break during orientation to facilitate the introduction of RNs to the ONA and a discussion of union matters. The Hospital will notify the ONA representative of the date of each upcoming orientation at least thirty (30) days in advance.

**C. Bulletin Boards.** The Hospital will provide space on designated bulletin boards in break rooms/lounges for the posting of materials related to bargaining unit business. Any materials posted must be dated and signed by the Union representative or steward responsible for the posting and a copy of the material being posted will be provided to the Hospital's Human Resources Director or designee, prior to posting. No material of an inflammatory or a political nature, or which contains criticism or personal attacks upon any other bargaining unit or non-bargaining unit employees or the Hospital, its management, or Hospital policies or practices, will be posted.

**D. Employee Lists.** Upon the signing of this Agreement and each six (6) months thereafter, the Employer shall provide the Union with an electronic list of names, departments, addresses, phone number, employee ID numbers, dates of hire, and rates of pay of those nurses covered by this Agreement. On a monthly basis, the Hospital shall additionally supply the Union with a list of new hires and terminations during the preceding month.

**E. Negotiations.** The Hospital will make every reasonable effort to accommodate the attendance of bargaining team members at negotiations. Bargaining team members who are excused from work to attend part or all of a scheduled face-to-face bargaining session will have the choice of accessing PTO, or time off without pay, at the employee's option. To the extent alternative days of work are available, the Hospital will cooperate with bargaining team members in scheduling additional hours to replace those missed as the result of bargaining.

**F. Union Leave.** Employees seeking time off from work to serve as elected delegates or Board members of the Union shall be granted up to three (3) days of unpaid time off per year, subject to patient care requirements and the needs of the employee's department as determined by the nurse's department director or supervisor. Such leave shall not be unreasonably denied.

## **ARTICLE IV** **FLOATING**

**A. Floating.** The Hospital may require a nurse to float to a different unit to meet emergent nursing care needs required by patients. The Hospital retains the right to change the nurse's daily work assignment to meet patient care needs. Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform. Nurses who do not have the knowledge or experience with a particular assignment are encouraged to speak up when circumstances put the nurse and/or the patient at risk of harm.

**B. Float Pool Nurses Classification.** Nurses who have a designated assignment in the Float Pool will be expected to take a full patient assignment in a variety of units throughout the Hospital, where they have completed their unit competencies checklist and general orientation in the respective unit. Any designated float pool full-time or part-time nurse shall receive three dollars and twenty-five cents (\$3.25) per hour premium for all hours worked in addition to his/her applicable rate of pay. Nurses in the Float Pool will not regularly be expected to accept a charge nurse assignment.

## **ARTICLE V** **MANAGEMENT RIGHTS**

**A.** Prior to the execution of this Agreement with the Union, the rights of the Employer to manage were limited only by applicable federal and state law. Except as specifically set forth by an express provision of this Agreement, the parties agree the management rights of the Employer have not been limited or abridged by this Agreement. Without in any manner limiting the generality of the foregoing, the parties agree that among the rights of the Employer, which are not abridged or limited by this Agreement, are the right to discipline and discharge for just cause,

determine and re-determine the composition of its work force (including the mix of employees required and the composition of its work force and the mix of employees required and the composition of work teams); to determine the number of employees required on any shift and department and the staffing requirement and criteria; the right to determine and require standards of clinical performance and to determine the competency of employees; to direct employees and to determine job assignments, to determine the working schedules; assign overtime and place employees on stand-by as needed to assure availability in emergency situations in accordance with departmental expectations; to determine whether the whole or any part of the operation shall continue to operate and whether what work will be performed by employees of the Employer who are employed under this Agreement, or assigned to employees outside this bargaining unit (including supervisors); to implement changes in operational methods, procedures, policies and rules; and to determine the kind and location of its facilities and equipment and where its services will be performed. All matters not covered under the provision of this Agreement shall be administered by the Employer on a unilateral basis.

**B.** The Association does not abrogate its rights nor the Hospital its obligations to negotiate with respect to all matters which are otherwise the subject of negotiations under the National Labor Relations Act.

## **ARTICLE VI**

### **JOINT RESPONSIBILITY, SAFETY AND SECURITY**

**A. High Quality Nursing Care.** The responsibility and obligation to provide high quality nursing care for patients is governed by the Oregon State Nurse Practice Act. The parties acknowledge their shared commitment and responsibility to abide by the governing principles contained in that Act and, with applicable state Staffing law. Moreover, the parties agree to collaboratively work together in the development, implementation and maintenance of the Hospital's comprehensive Staffing Plan in accordance with state law.

**B. Shared Commitment.** The parties acknowledge their shared commitment and responsibility to maintain a safe and secure work environment in all respects, and to work together to that end for the benefit of patients, staff, and the community. Accordingly, the Hospital will comply with all applicable federal, state, and local laws and regulations in the protection of its constituents and, in continuing consultation with the Union, will continually assess and seek ways in which to enhance the safety and security of the hospital environment, including in such matters as workplace violence, workplace exposure to infectious disease and occupational illnesses and injuries, to include safe patient handling. One bargaining unit RN designated by the Union from each clinical unit shall be a member of the Hospital-wide Health and Safety Committee. Workplace safety will be a standing agenda item of this committee. Additionally, at the request of the Union, a safety specific meeting involving the Chief Nursing Officer (CNO), selected managers, and Security Supervisor will be scheduled.

**C. Safety Or Security Concerns.** An employee with a safety or security concern, of any nature, is expected and required to immediately report such concern to the immediate supervisor, appropriate manager and/or Human Resources representative. When a violent incident occurs involving a patient, the nurse involved will complete an electronic incident report, and a notation



will be made in the patient's chart. Patients who have engaged in a violent incident may be required to sign a patient care contract as determined by consultation between the employee(s) involved, and the House Supervisor or the Manager On Call (MOC). The parties acknowledge the right of a nurse to notify law enforcement if he/she is physically assaulted and will extend reasonable cooperation to nurses exercising such right.

**D. Safe Patient Handling.** The parties agree to recognize and support the efficacy of tools such as the NIOSH guidelines to address the problem of work-related injuries in the workplace and will work together to consider ways to reduce workplace injuries and create a safe environment for the patient.

**E. Employee Assistance Program.** The Hospital shall make an Employee Assistance Program (EAP) available to bargaining unit members on the same basis as such program is available to all other employees of the Hospital.

**F. Changes & New Technologies.** The parties acknowledge their shared commitment and responsibility to engage collaboratively in changes that necessarily occur over time in the delivery of care within the Hospital, including such subjects as new programs, facility planning, and new technology. When new technology is introduced, the Hospital will take into consideration a nurse's patient care assignment when determining the appropriate method for training on that technology.

## **ARTICLE VII**

### **NO STRIKE/NO LOCKOUT**

**A. No Strike.** In view of the importance of the operation of the Hospital's facilities to the community, the Hospital and the Association agree that there shall be no lockouts by the Hospital and no strikes, picketing, work stoppage, or work slowdown, or other actual or attempted interruptions or interference of work by nurses or the Association during the term of this Agreement. The Employer will notify the Union in writing if employees engage in such activity. Disciplinary action based upon just and sufficient cause, including discharge, may be taken by the Hospital against a nurse(s) engaged in a violation of this Article. In the event of any activity prohibited by this Article, the Union, its officers, agents, and representatives will take appropriate steps to end or avert same, including notifying all employees of the Union's disapproval of such prohibited action and shall, in good faith, use reasonable efforts to have such practices terminated.

The Hospital and the Association further agree that there shall be no sympathy strikes by nurses or the Association during the term of this Agreement.

**B. No Lockout.** There shall be no lockout of employees during the life of this Agreement. Neither the Hospital nor Administration shall, during the term of this Agreement, instigate, engage in, or support any lockout. In the event that a lockout occurs, the Employer will notify the involved administrator(s) to cease the activity and to use reasonable efforts to have such practices terminated.

In the event of a claimed violation of this Article, both the Union and the Hospital shall have the right, without waiving any of their other rights or remedies available under this Agreement or in law or equity, to seek and obtain immediate judicial restraint of the prohibited action and damages.

## **ARTICLE VIII**

### **NON-DISCRIMINATION**

A. In the administration of this Agreement, neither party shall discriminate against any employee because of that employee's status in a state or federally prescribed protected class or membership or non-membership in the Union. The parties agree to fully cooperate with the investigation and resolution of any claims made in this regard through the state and/or federal administrative and judicial processes made available to all employees in the protection and enforcement of said claims, which shall be pursued through said processes. If a nurse alleging discrimination/harassment begins litigation or an administrative proceeding with a government agency, such action will constitute a waiver of any claims under this Agreement regarding the alleged discrimination.

B. In the administration of this Agreement, the Hospital will provide reasonable accommodations to qualified nurses with a disability, upon request and within the guidelines mandated by federal law, state law, and consistent with this Agreement.

## **ARTICLE IX**

### **EMPLOYMENT STATUS AND DEFINITIONS**

A. **Regular Full-Time Employee.** A regular full-time employee is an employee designated as such and scheduled to work a minimum of sixty-four (64) hours per fourteen (14) day pay period on a regularly scheduled basis.

B. **Regular Part-Time Employee.** A regular part-time employee is an employee designated as such and scheduled to work a minimum of forty (40) hours and less than sixty-four (64) hours per fourteen (14) day pay period on a regularly scheduled basis.

C. **Per Diem Staff.** A per diem employee is an employee designated as such and works on an intermittent or availability basis. Per diem employees may be required by the Hospital to be available to work a designated minimum number of four (4) shifts per month, to include designated weekends and holidays.

D. **Temporary Employee.** A temporary employee is an employee who is hired as an interim replacement or to fill a temporary full-time or part-time need, not expected to exceed one-hundred eighty (180) days without mutual agreement. Such agreement shall not be withheld where the Employer is actively recruiting a regular full-time or part-time employee to fill said position. Temporary employees are not covered by this Agreement.

E. **Traveler.** A Traveler is an individual who is placed on assignment by a contract agency for a period of time usually not to exceed thirteen (13) weeks. Travelers are not covered by this Agreement, but are utilized as a means of temporarily covering the staffing needs of the Hospital as the result of unfilled positions, leaves of absence by regular staff, and other emergent needs.

The parties will monitor the utilization of Traveler nurses and before they are assigned to a unit in the Hospital, there shall be discussions that occur in advance with the Union and nursing staff assigned in that unit to determine the feasibility of adequate coverage and possible viable

alternatives to utilizing travelers, with the goal of ensuring adequate coverage and avoiding loss of hours by bargaining unit staff.

## **ARTICLE X**

### **PROBATIONARY PERIOD AND ORIENTATION**

All regular full-time and part-time employees shall be in a probationary status for the first ninety (90) days following the date of most recent employment.

Newly graduated nurses and nurses hired as per diem employees shall be in a probationary status for the first one hundred and fifty days (150) days of employment.

No probationary employee shall have seniority rights during the probationary period. Upon successful completion of any probationary period, nurses shall acquire seniority from the date of their most recent employment. Any probationary employee shall be subject to discipline and/or discharge without recourse to the grievance and/or arbitration procedures of this contract during the probationary period or any extension thereof. By mutual agreement of the Hospital, the union, and the employee, the probationary period may be extended up to an additional sixty (60) days if the employee has not yet demonstrated an ability to satisfactorily perform the duties of the position; however, there is no obligation on the part of either party to agree to such extension.

All newly-hired employees will be required to complete a hospital-provided mandatory orientation on paid time.

## **ARTICLE XI**

### **PER DIEM NURSES**

Per diem staff functions as flexible supplement staffing to support the Core Staffing Requirements to ensure adequate, safe patient care.

Per diem staff must meet the same competency requirements as full-time and part-time staff.

Per diem staff fills in core staffing requirements as indicated by need in the unit-specific staffing schedule, and as an adjunct to full-time and part-time staff. Per diem nurses shall submit available dates of work prior to the posting of the schedule, or will be notified of available open shifts prior to the posting of the schedule in accordance with departmental procedure. Except as specified below, Per Diem nurses shall receive a 20% wage differential above the applicable rate of pay designated in Appendix A, and will be required to be scheduled to work a designated minimum number of four (4) shifts per month, and which may include one (1) weekend shift per month and one (1) designated summer and one (1) designated winter holiday in a calendar year. If a Per Diem nurse is involuntarily cancelled, that cancelled shift will satisfy the work requirements for that shift.

Per Diem nurses are not eligible for Incentive Pay unless they are scheduled for the four (4) shift per month minimum referenced above and as specifically authorized by Hospital Administration.

On January 15 and July 15 of each year, per diem nurses identified below will designate their level of commitment to work, as follows.

- Per diem nurses having three (3) or more years of service as an RN within the department in question will have the option of reducing their per diem commitment to two (2) open shifts per month. This option will be limited to WVMC RNs employed as of March 14, 2025. Per diem nurses who are eligible to reduce their per diem commitment to fill a minimum of two (2) open shifts per month shall receive a 10% wage differential above the applicable rate of pay designated in Appendix A.

Per diem nurses who consistently fail to fulfill their designated work commitments will no longer be retained on the Hospital's per diem roster.

## **ARTICLE XII**

### **PERFORMANCE EVALUATIONS**

**A.** All employees who are subject to the terms of this Agreement shall continue to receive an annual evaluation using Hospital-developed evaluation formats. The performance evaluations are conducted to provide the nurses and the manager the opportunity to discuss the nurse's job duties, encourage and recognize strengths, identify areas for improvement, and approaches to meeting performance goals.

**B.** All employees shall date and sign their evaluations, and will be provided a copy at the time of their evaluation. A nurse's signature only acknowledges receipt of the evaluation. Employees may submit a written rebuttal for inclusion in their personnel file with the evaluation. Any written rebuttal must be received by Human Resources within seven (7) calendar days (not including weekends and holidays) after the evaluation was received by the employee. The employee may request a meeting with his/her direct supervisor and the Director of Human Resources to discuss the employee's rebuttal.

## **ARTICLE XIII**

### **CORRECTIVE ACTION**

**A.** The Hospital shall have the right to discharge, suspend or discipline any non-probationary employee within the bargaining unit for just cause.

It is recognized that the Hospital has the right to implement and enforce work rules, policies and procedures which shall not be inconsistent with this Agreement and which shall be made available to all employees. Discipline will not be applied arbitrarily or capriciously.

Disciplinary action shall be determined by the Hospital in relation to the seriousness of the offense. The employee is to be informed that disciplinary action is being taken and, if the discipline imposed is less than termination, what the future consequences might be for other infractions.

Discipline may include any of the following progressive steps but no step is mandated before applying any particular level of discipline, as justified by the specific conduct at issue: formal

counseling; written warning; final written warning; disciplinary suspension; and, discharge. Formal counseling shall not be subject to the Grievance and Arbitration provision of this Agreement.

An employee receiving discipline will be given a copy of that written record and shall sign the document to indicate receipt. Acknowledging receipt of that document shall not constitute an admission of any misconduct by the employee.

Any employee may request the presence of a union representative/steward at an investigatory interview that the employee reasonably believes would result in disciplinary action, and in accordance with the principles fully articulated by the United States Supreme Court in *NLRB v. J. Weingarten, Inc.* Should such a meeting be required during an employee's or union steward's work shift, such time shall be considered work time for purposes of pay.

**Performance Improvement Plans.** The Hospital may utilize action plans/performance improvement plans when it believes appropriate to improve behavior/action. Such plans may accompany discipline, with the exception of termination, but will not be considered disciplinary action. An ONA representative may attend the action plan meeting at the request of the nurse.

## **ARTICLE XIV**

### **GRIEVANCE AND ARBITRATION**

**A. Grievance Defined.** A grievance is defined as an alleged breach of the terms and conditions of the Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. A grievance will be deemed untimely if the time limits herein for the presentation or advancement of a grievance are not met, unless the parties agree in writing to extend such time limits. This Article and the rights and obligations of the parties hereunder shall be applicable only to disputes or disagreements which arise during the term of this Agreement or extension hereof.

A nurse who believes that the Hospital has violated a provision of this Agreement is expected to discuss the matter informally with the nurse's manager before undertaking the following grievance steps.

**Step 1 Employee and Immediate Supervisor.** In the event the grievance cannot be resolved informally, the employee and/or Union representative may advance the grievance by presenting it in writing to the employee's immediate supervisor within ten (10) calendar days from the date the employee knew or should reasonably have known of the event which caused the grievance. The grievance shall state the contractual articles violated and the relief sought. The immediate supervisor or designee shall respond in writing to the employee within fourteen (14) calendar days following receipt of the written grievance.

**Step 2 Employee and Chief Nursing Officer.** If the matter is not resolved to the employee's satisfaction at Step 1, the employee and/or Union representative shall refer the written grievance to the Chief Nursing Officer or designee within fourteen (14) calendar days following the date of the mailing of the written decision at Step 1. A conference between the employee, a Union

representative and the Chief Nursing Officer shall be held at a mutually agreeable time. The Chief Nursing Officer or designee shall issue a written reply within fourteen (14) calendar days following receipt of the grievance or the Step 2 meeting, whichever is later.

**Step 3 Chief Executive Officer.** If the matter is not resolved to the employee's satisfaction at Step 2, the employee and/or Union representative shall refer the written grievance to the Hospital's Chief Executive Officer or designee within fourteen (14) calendar days following the date of the mailing of the decision at Step 2. A conference between the employee, a Union representative, and the Chief Executive Officer or designee shall be held at a mutually agreeable time. The Chief Executive Officer or designee shall issue a written reply within fourteen (14) calendar days following receipt of the grievance or the Step 3 meeting, whichever is later.

**Step 4 Arbitration.** If the grievance is not settled on the basis of the foregoing procedures, either the Employer or the Union may submit the issue to arbitration by written notice to the other party within twenty (20) calendar days following the Union's receipt of the Hospital's response at Step 3. Within seven (7) calendar days of the notification that a dispute is submitted for arbitration, either party may request that the Federal Mediation and Conciliation Service submit a panel of seven (7) arbitrators having hospital arbitration experience. Upon receipt of the list, the arbitrator shall be selected by each party alternately striking names until only one remains. Either party may reject one (1) panel in its entirety. To determine which party strikes the first name, the parties shall flip a coin. The arbitrator shall promptly conduct a hearing on the grievance. The expenses of any arbitration will be shared equally by the Employer and the Union; however, each party shall bear its own expenses of representation and witnesses. Subject to judicial review for those limited circumstances where courts have found such review to be appropriate, the arbitrator's decision shall be rendered within thirty (30) days after the grievance has been submitted to the arbitrator and shall be final and binding on all parties.

**B. Limits Of Arbitrator.**

**B.1** The arbitrator shall have no power to: (1) add to or subtract from, or modify any of the terms of this Agreement; (2) establish or change any wage scale or any other compensation formula; (3) award back pay for any period more than thirty (30) days prior to the filing of the grievance; (4) hear any dispute over whether just cause existed to give an employee an oral warning; (5) arbitrate any matter after this Agreement has expired; or, (6) modify or alter the penalty imposed by the Employer unless the Arbitrator determines that the weight of the evidence contained in the record shows there was not just cause for the specific penalty imposed.

**B.2** If there is an issue as to whether a grievance is arbitrable (procedural arbitrability) under this Agreement, a bifurcated hearing procedure shall be used so as to determine the issue of arbitrability prior to a hearing on the underlying merits. The arbitrator shall consult with the parties in advance of such hearing to determine a reasonable timeframe in which to schedule the subsequent hearing should such prove necessary.

**B.3** Either party may utilize the services of a court reporter. The costs of the court reporter shall be borne by the party or parties that order a copy of the transcript. The transcript will only be available to the party or parties that order a copy at the arbitration hearing.

**B.4** All time limits set forth in this Article are of the essence and may be extended only by specific written mutual agreement in a single document signed by the Hospital and the Union. If the Hospital fails to set a meeting or provide a timely response, the Union may advance the grievance to the next Step if it wishes to keep the grievance active.

**B.5** Grievances challenging discharges are to be presented initially at Step 3 within fourteen (14) calendar days from the date of the discharge.

Grievances challenging disciplinary suspensions are to be presented initially at Step 2 within fourteen (14) calendar days from the date of the suspension.

**B.6** Grievances that directly impact a group of nurses from different units will be considered “group” grievances and are to be presented initially at Step 2. A “group” grievance is not intended to and will not expand the powers or the scope of the arbitration process.

**C. Grievance Meetings.** Any individual employee shall have the right to file and present the employee’s own grievance in accordance with the above procedure without the intervention of any representative. A Union representative may be present at any grievance meeting. Grievance meetings will normally be scheduled during the non-working time of the grievant. If a grievance meeting is scheduled by the Hospital during the grievant’s work shift, the grievant will be paid for such time. Otherwise, time spent in grievance meetings by grievants will be unpaid time. Grievance meetings shall be scheduled without undue delay and at mutually agreeable dates and times. Investigation of grievances by bargaining unit representatives outside of grievance meetings shall be conducted in non-working areas and on the non-working time of all involved bargaining unit employees.

**D. Union Steward.**

A Union steward required by the Hospital to attend an investigatory interview while on-shift will not be required to clock-out.

## **ARTICLE XV**

### **HOURS OF WORK AND SCHEDULING**

The Hospital’s payroll period begins every other Sunday at 12:01 a.m., and continues for fourteen (14) days, until midnight every other Saturday. In the event the Hospital changes the payroll period, it will provide at least thirty (30) days advance notice to employees.

**A. Workday.** The normal workday shall consist of eight and one-half (8-½), ten and one-half (10-½), or twelve and one-half (12-½) hours, which includes an uninterrupted non-compensated meal break of thirty (30) minutes. A workday is defined as the consecutive twenty-four (24) hour period beginning when a Registered Nurse first begins to work.

**B. Overtime.** Employees who work in excess of forty (40) hours per week or, as applicable, eighty (80) hours per two-week pay period, will be paid overtime pursuant to the federal Fair Labor Standards Act. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. All overtime must be approved by supervisor. Overtime shall be

authorized in advance whenever possible. If it is not possible on the day overtime is worked to secure authorization in advance, the employee shall record the overtime on the day the overtime is worked and the reasons therefor and the overtime documentation shall be given to the unit supervisor or designee at the earliest opportunity.

Whenever time and one-half (1-½) as premium or overtime is payable for hours worked under one provision of this Agreement, those hours will not be considered again for determination of premium or overtime pay under another category. When a nurse is eligible for two (2) or more types of overtime and/or premium pay at time and one-half or above, the employee will receive the highest pay rate.

**C. Work Schedules.** It is recognized and understood that deviations from the schedule may occur from time to time, resulting from several causes, such as but not limited to vacations, leaves of absence, absenteeism, employee requests, temporary shortage of personnel, low census, patient care needs and emergencies. A nurse shall have an opportunity to review their schedule in advance. Any concerns on the schedule will be sent to the manager in writing. The manager will assess the concerns, make changes as needed and approve the final schedule.

Final work schedules will be posted at least fourteen (14) days prior to the beginning of the next schedule, which shall encompass at least a four (4) week work period. Except as otherwise specified in this Agreement, and for emergent situations that could impact patient care, individual scheduled hours of work set forth on the final work schedule may be changed only by mutual consent of the employee and his/her manager.

The Medical Center will seek to accommodate, consistent with operational needs, nurses' desires for regularity in their scheduling patterns. When there are changes to the scheduling pattern, the Hospital will discuss those change(s) with the affected nurse(s) and provide as much notice as possible of said changes. Prior to changing any nurse's regularly occurring schedule, the Hospital will utilize per diem RNs and Travelers to the full extent possible.

If the nurses on a unit present a proposal to create a template or self-schedule, supported by the majority of the nurses on a unit, management will approve or deny the proposal based upon articulated patient care or operational needs. To receive support, any schedule must meet core staffing needs without incurring additional overtime or extra shift premium. Open templates or patterns will be bid based upon skill mix and departmental seniority in each unit.

**D. Time Off Between Shifts.** Subject to the respective rights, responsibilities and obligations promulgated by the Oregon Health Authority applicable to the Hospital and nursing staff with respect to rest time, no nurse may be required to work during the ten (10)-hour period immediately following the twelfth (12th) hour worked during a twenty-four (24)-hour period (beginning when the nurse begins a shift).

Should a nurse receive less than ten (10) hours rest between shifts he/she will be paid time-and-one-half (1-½) that individual's regular rate of pay for any hours actually worked within that ten (10) hour rest period.

**E. Rest and Meal Periods.** The Hospital, the Association, and the bargaining unit nurses have a mutual interest in nurses taking their meal and rest breaks. All nurses working six (6) or



more consecutive hours shall receive an unpaid meal period of thirty (30) minutes. Nurses required to remain on duty or required to return to their nursing unit to perform nursing duties during the unpaid thirty (30) minute portion of the meal period shall be compensated for the entire thirty (30) minute period at the appropriate rate of pay, or as otherwise provided under Oregon state law.

Nurses will be permitted one (1) paid rest period of ten (10) minutes for every segment of four (4) hours worked. However, nurses working twelve (12) hour shifts will receive one (1) ten (10) minute break during the first four (4) hours and a combined meal and rest break of forty (40) minutes, and one (1) ten (10) minute break during the last four (4) hours of their shift.

The Hospital is responsible for providing rest breaks and meal periods; it is the nurse's responsibility to take them. Nurses must contact their supervisor as soon as reasonably possible if it is anticipated that patient needs may result in a missed meal or rest period. If a meal or rest break is missed, that fact must be recorded by the nurse in the payroll timekeeping system during or as soon as possible at the conclusion of that shift.

**F. Weekend Scheduling.** The Hospital shall make a good-faith effort, consistent with the needs of each unit and the number of available staff, to ensure nurses are scheduled for a minimum of every other weekend off, or if staffing levels allow, two (2) of every three (3) weekends off. This section shall not apply to per diem nurses, or to full-time or part-time nurses who voluntarily agree to more frequent or alternative weekend work, or to nurses who trade weekends for their own convenience. For purposes of this section, "weekends" shall be defined as both Saturday and Sunday for day shift employees, and as both Friday and Saturday nights for night shift employees, or, depending upon the needs of the unit, both Saturday and Sunday nights.

The above does not prohibit self-scheduling in a manner consistent with these principles.

Any nurse who works a minimum of two (2) hours between 11:00 p.m. Friday and 11:00 p.m. Sunday shall receive a weekend differential of two dollars and twenty-five cents (\$2.25) per hour for each such hour worked.

## **ARTICLE XVI**

### **REDUCED WORKLOAD/LOW CENSUS**

**A.** Reduced workload/low census is defined as a department's reduced workload or decline in patient care requirements resulting in a temporary staff decrease.

**B.** Nurses scheduled to work in a unit and shift experiencing Low Census will have their shift or portion of shift cancelled in the following sequence, provided the remaining staff have the necessary competencies to fully care for the patients in that unit:

1. Nurses whose work would be payable at overtime or incentive shift premium
2. Nurses who volunteer; preference provided based upon equitable date rotation
3. Traveler or Agency nurses
4. Per diem nurses

5. Remaining full-time and part-time nurses in accordance with the unit's low census rotation log, whereby reduced workload/low census is rotated equitably among employees by shift, subject to skill, competence, ability, continuity of care, and availability

**C.** Employees who are subject to reduced workload/low census may use accrued PTO and such time off will count in the reduced workload/low census rotation. The Employer will attempt to make floating opportunities available to employees subject to reduced workload/low census, and will evaluate whether any such opportunities exist before low censusing staff. Employees who are called off from their scheduled hours pursuant to this paragraph will accrue PTO on those hours on the same basis as if the employee had actually worked those scheduled hours (for which they were called off).

**D.** Any nurse who has received 200 or more hours of mandatory low census (paid or unpaid) in that calendar year may elect not to take low census as long as there is another nurse with requisite skills on that same shift and unit who can be placed on low census instead and who has not yet received 200 hours of low census in that calendar year.

**E.** If a nurse is assigned to partial day low census (whether designated "on-call" or not) and is scheduled to report to work for any portion of a scheduled shift, the nurse will be paid the nurse's regular hourly rate for hours worked during such period. If a nurse designated "on-call" is called into work, the "on-call" provisions of this contract will apply.

**F.** In lieu of "on-call" and with the approval of the manager, a nurse may have the option to take required Hospital educational modules, attend cross training orientation, participate in committee work, or any other unit tasks as approved by the manager.

## **ARTICLE XVII**

### **JOB POSTING**

**A.** Job openings within the bargaining unit will be posted electronically for a period of at least six (6) days before permanently filling those positions. Postings shall designate, at a minimum, the hours per pay period (FTE) and shift (day, night, variable) of the position posted. The Hospital will use its best efforts to maintain an automated system whereby nurses are provided electronic alerts regarding open positions within the Hospital.

**B.** The Hospital will fill open positions with the most qualified internal or external candidate. Selection criteria will include the quality and amount of education, skills, competence, and experience for the job opening. Selection criteria will be job-related, factually supported and related to the ability to work successfully, and applied to all candidates consistently.

**C.** All internal candidates meeting the minimum qualifications of the position shall be interviewed for the position, and the parties will continue to utilize a nurse peer review process for external candidates when an opening exists to gain a more complete idea of a candidate's suitability and ability before making a final determination. The foregoing sentence shall not apply to lateral transfers described in paragraph D, below.

**D.** When an internal candidate from the same unit applies for an open position in their unit it shall be considered a lateral transfer. Bargaining unit seniority shall be the determining factor between two (2) or more internal candidates with equal skills, competence, ability and prior job performance. An internal candidate shall have priority to transfer prior to hiring a candidate from another unit or an external candidate.

**E.** An internal candidate whose bid is selected for a bargaining unit vacancy will ordinarily be transferred to the new position within four (4) weeks, subject to the operational needs of the Hospital.

**F.** Unless otherwise approved by Nursing Administration, a nurse accepting a bid in another position will be precluded from bidding on another position for the next six (6) months.

## **ARTICLE XVIII**

### **SENIORITY/REDUCTION IN FORCE/LAYOFF**

**A. Definition.** Seniority is defined as a full-time or part-time nurse's continuous length of service as a registered nurse with the Employer from that nurse's most recent date of hire. Seniority shall not apply to a nurse until completion of the required probationary period. Upon satisfactory completion of this probationary period, the nurse shall be credited with seniority from his/her most recent date of hire.

Benefits accrual will be determined based on an employee's hospital seniority regardless of job classification. A nurse's bargaining unit seniority will be used in accordance with the explicit terms of this Agreement, including for purposes of layoff, recall, transfer, job bidding and vacation bidding.

Upon ratification of this Agreement, all current regular full-time and regular part-time nurses will be credited with and accrue one (1) year of bargaining unit seniority credit for each one (1) year of service at the Hospital as a full-time or part-time nurse, commencing with their most recent date of hire. Similarly, current per diem nurses (as of ratification) who return to regular full-time or regular part-time status without a break in service will receive past bargaining unit seniority credit for those years in which they worked in a full-time or part-time status as a WVMC nurse.

Regular full-time or regular part-time nurses who change to per diem status and subsequently return to regular full-time or regular part-time status without a break in employment shall have previously accrued bargaining unit seniority restored. Any WVMC nurse who accepts a non-bargaining unit position and subsequently returns to a bargaining unit position shall have previously accrued bargaining unit seniority restored. If an employee is terminated but is re-employed within ninety (90) days, the Employer will credit the employee with the prior hospital seniority date. An employee on unpaid leave of absence will not have his/her seniority date adjusted for unpaid leaves of less than ninety (90) days.

**B. Layoff.** A layoff is a permanent or prolonged reduction in the number of employees employed by the Hospital. Layoffs shall be by departmental unit, shift, and job classification. In the event of a layoff or permanent reduction in hours, bargaining unit seniority within the departmental unit, shift, and job classification shall be the determining factor providing that skills,

competence and ability in a specific area are considered relatively equal. Decisions regarding skills, competence and ability shall be based on specific job-related duties. An employee whose position has been eliminated or permanently reduced in hours pursuant to this section will have the right to: (a) accept the layoff/reduced FTE position; (b) accept a vacant position for which s/he is fully qualified; or (c) displace the position of any less senior employee whose name appears on the Low Seniority Roster (defined in Section (B)(1), below), provided that all of the following conditions are met: the two (2) employees' skills, competence, ability and prior job performance (within the previous twelve (12) months) are relatively equal, and the displacing employee can carry a full patient load. Employees unable to displace another individual under the foregoing procedure will be placed on layoff. Once advised of her/his layoff, an employee must exercise displacement rights by 5:00 p.m. on the second weekday following the day on which s/he was advised of layoff.

Prior to implementation of any layoff, the Hospital shall evaluate whether the need for such action might be mitigated by measures such as solicitation of volunteers and voluntary changes in employee FTE status, and will adopt any such measure subject to the needs of the unit. Additionally, the Hospital will not extend the contract of any Traveler or Temporary employee working within a unit affected by layoff provided that regular bargaining unit staff are capable of fully providing those necessary services, and provided further that such action will not increase the scope of the layoff. Provided further, the Hospital will not contract for the services of any Traveler or Temporary nurse for service in a unit in which a fully capable and qualified laid-off nurse from that unit is available for recall, except as necessary to bridge the gap between the time of recall and the time it takes for the recalled nurse to return to work.

**(B)(1).** The Low Seniority Roster consists of the least senior twenty-five percent (25%) of all full-time and part-time nurses in the bargaining unit. Subject to the requirements of Section B, above, an employee on the Low Seniority Roster whose position has been identified for layoff, and any employee who has been displaced by another employee pursuant to the above process, may displace the position of a less senior employee on the Low Seniority Roster. Provided, however, that the displacement (bumping) process identified in this Article is limited to not more than two (2) bumps, regardless of seniority among the remaining employees on the Low Seniority Roster.

**(f)1.2.** Notice will be given to the Union of a layoff when employees are informed. Upon request of the Union, the Employer and the Union will meet to address the subject of the impact of the layoff and review the seniority roster and layoff process. Each employee subject to layoff will receive fourteen (14) calendar days' notice or pay in lieu thereof for scheduled shifts during that notice period. Employees who are laid off will be allowed to work for the Hospital in a per diem capacity without adversely impacting their recall rights.

**C. Recall.** Employees on layoff status shall be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. When vacancies occur, the order of reinstatement shall be the reverse order of layoff providing the employee's skills, competency and ability in a specific area are considered equal. A nurse shall not accrue seniority while on layoff status. Upon reinstatement, the nurse shall begin to accrue seniority and other benefits and shall have previously

accrued seniority and benefits restored (subject to any plan eligibility requirements). The Employer will notify the Union of any recall procedures prior to the recall.

**(f)1.3. Removal from Recall List.** If an employee does not respond within seven (7) calendar days and return to work within fourteen (14) calendar days of a recall notice sent by certified mail, the employee will be removed from the recall roster and the Employer's recall commitments shall terminate. The employee shall notify the Employer by certified mail of any change in the employee's current mailing address.

**D. Termination.** Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, failure to comply with specified recall procedures, or after twelve (12) consecutive months of layoff.

**E. Seniority Roster.** The Employer will maintain a seniority roster which will be available at the Human Resources Department.

**F. PTO Payout and Benefit Continuation.** Registered nurses displaced by layoff shall, upon request be paid out at 100% for all accrued and unused PTO, and shall continue to have access to the Employer's benefit plans in accordance with the terms thereof and in accordance with applicable federal and state law.

## **ARTICLE XIX**

### **NURSE PRACTICE COUNCIL**

The purpose of the Nurse Practice Council (NPC) is to provide a collaborative effort to foster a positive nursing environment at WVMC and promote problem solving through improved communications between staff nurses and nursing administration, and:

- Make recommendations for improvements in patient care and nursing practice, safety, introducing new evidence based practice in patient care, analysis of objective data including patient acuity, standards of care, improved patient outcomes, and staff education.

At the first meeting of the Nurse Practice Council, the Council shall develop a mission statement that reflects the purpose and goals of the NPC.

The Union shall select one (1) nurse from each of the following clinical nursing units: OB, MedSurg, ICU, Surgical Services, ED, SBHU, and Short stay, one of whom shall be the Local Bargaining Unit Chairperson. (For the above purposes, short stay, cath lab, endo, and pre admit will be considered one unit due to the overlap in staff who work in multiple areas.) These nurses, along with an equal number of nurse managers and the Chief Nursing Officer, shall constitute the Nurse Practice Council. Additionally, the Union shall select one (1) nurse from each of the above clinical units to serve as an alternate.

The Nurse Practice Council shall meet monthly for at least one (1) hour initially, and a mutually agreed schedule shall be agreed to in advance. Additional meeting times may be added by mutual

agreement. At the Chief Nursing Officer's discretion, paid time may be authorized for work projects outside of Council meetings. Each Nurse Practice Council member shall be compensated at the Nurse's regular straight-time rate of pay while in attendance at scheduled Nurse Practice Council meetings. By mutual agreement, additional nurses or guests may be invited to attend.

The Nurse Practice Council shall have two (2) Co-Chairs, the Chief Nursing Officer and the Local Bargaining Unit Chairperson. Only Council members or their formally designated alternate will attend as Council representatives at the Council meetings. The chairpersons shall agree on an agenda at least one (1) week in advance of each meeting, with agenda items to be gathered from front line staff. Agenda items shall not include active matters being processed through the grievance procedure, nor shall any negotiations occur to alter the terms or scope of this Agreement. Meeting minutes and outcomes shall be posted once approved by the NPC.

The Chairs have joint authority to cancel or reschedule meetings if a significant number of Committee members are unable to attend.

## **ARTICLE XX**

### **STAFFING COMMITTEE**

#### **A. Staffing Committee.**

**A.1** (1) The ONA bargaining unit shall work with the Hospital in the establishment of a selection process by which the direct care registered nurses who work at the Hospital select the members of the committee who are direct care registered nurses. Such selection will be done consistent with State law, rules and procedures. The structure and operation of the staffing committee will include the selection of co-chairs, rules of quorum, impasse and mediation procedures. (2) The primary goals in developing the staffing plan will be to ensure that the Hospital is staffed to meet the health care needs of patients. (3) The committee will consist of an equal number of hospital nurse managers and direct care staff, one of whom shall be a direct care staff member who is not a registered nurse and whose services are covered by the written hospital-wide staffing plan. The Hospital shall release a member of a hospital nurse staffing committee from the member's assignment, and provide the member with paid time, to attend committee meetings.

**A.2** The following units shall be represented: (1) OR/PACU, (2) Short Stay/Endo/Cath Lab, (3) ER, (4) Med Surg, (5) ICU, (6) Birthing Center, (7) Behavioral Health, (8) Wound Care, (9) Cancer Center.

## **ARTICLE XXI**

### **EDUCATION AND TRAINING**

**A. Required Training.** A nurse required by the Hospital to attend educational training or required classes (above and beyond the entry level prerequisites and requirements for the nurse's position) will be compensated at the individual's regular hourly rate for all time actually spent and verified in that approved educational training. Nurses will be reimbursed for the fees associated with the pre-approved training and reasonable travel expenses in accordance with the Hospital's

legally compliant travel policies. A nurse's initial and ongoing licensure requirements are the responsibility of the individual and not reimbursable. Nurses who attend on-site mandatory in-service training on a regularly scheduled shift will report to their unit for work at the conclusion of said training. Nurses who attend off-site mandatory in-service training on a regularly scheduled shift will be required to contact the supervisor at the conclusion of such training to determine whether they are needed to report to work. If no work is available, the nurse will be compensated for the remainder of their regularly scheduled shift up to twelve (12) hours.

**B. Continuing Education and Professional Development.** The Hospital will maintain continuing educational opportunities and training via the Hospital's computer-based learning system. Additionally, the Hospital will consider nurses' requests for financial assistance associated with other professional development and continuing education opportunities on a case-by-case basis, consistent with the needs and resources of each department. This may include fees and expenses for attendance at conferences, seminars and workshops for the purpose of maintaining and enhancing nursing skills. Managers will encourage attendance at educational programs that will enhance the nurses' professional development.

**C.** A bargaining unit RN designated by the Union may participate in Hospital Education Committee meetings in which employee requests for educational financial assistance are considered and evaluated for approval. The RN's participation in Education Committee meetings shall not cause a loss of paid hours associated with his/her regularly scheduled hours of work.

**D. Tuition Reimbursement.** Nurses will be eligible to participate in the Hospital's Tuition Reimbursement policy under the same terms and conditions as this benefit is made available to all other employees of the Hospital, which shall include RN to BSN training.

Such policy shall provide up to \$5,250.00 annually for eligible full-time staff and \$2,625.00 annually for eligible part-time staff. This benefit will be applicable to degrees that are relevant to the employee's position as determined by the Hospital in consultation with the employee. Funds will be reimbursed to eligible employees upon successful completion of the course with a grade of C or better (or pass, if the course is pass/fail), and submittal of appropriate receipt of tuition and books. Said reimbursement shall not exceed Federal IRS guidelines.

## **ARTICLE XXII**

### **LIABILITY COVERAGE**

The Hospital will continue to maintain liability insurance coverage for WVMC bargaining unit nurses while acting within the scope of their employment.

## **ARTICLE XXIII**

### **PAID TIME OFF (PTO)**

The Paid Time Off (PTO) Plan provides employees with a biweekly accrual of hours to be used as paid time off during periods of short-term illness, family emergencies, personal business and leisure. PTO shall be used up to the maximum amount available and in compliance with eligibility guidelines during any qualified leave of absence.

**Accrual of PTO.** PTO is provided to regular full-time and part-time employees, and begins accruing on the first day of employment up to the employee's designated FTE.

**A.** PTO does not accrue during periods when an employee is on any form of leave of absence (e.g., workers' compensation, Short Term Disability, Long Term Disability) unless otherwise required by law.

**B. PTO is accrued as follows:**

<b>Years of Continuous Service</b>	<b>Employee Norm</b>	<b>Annualized PTO Accrual Hours</b>	<b>Per Pay Period PTO Accrual Hours</b>	<b>Maximum Accrual Hours</b>
<b>Level One 0 to 5 Years</b>	80	192	7.38	288
	72	173	6.64	259
	64	153	5.90	230
	60	144	5.54	216
	56	96	3.69	144
	48	86	3.32	129
	40	77	2.95	115
<b>Level Two 5+ to 10 Years</b>	80	232	8.92	348
	72	209	8.03	312
	64	186	7.14	279
	60	174	6.69	261
	56	116	4.46	174
	48	104	4.01	156
	40	93	3.56	139
<b>Level Three 10+ Years</b>	80	272	10.46	408
	72	245	9.41	366
	64	217	8.37	326
	60	204	7.85	306
	56	136	5.23	204
	48	122	4.70	183
	40	108	4.17	162

(Accrual rate changes are effective the first full pay period following the employee's anniversary date or change in FTE classification.)

**C. Use of PTO.**

**C.1** PTO is applicable to time off for vacation, holidays, short-term illness, family emergencies, religious observances, preventive health or dental care, personal business or other excused elective absences.



**C.2** PTO is paid at the employee's base rate in one (1) hour increments and is not counted as hours worked for purposes of computing overtime.

**C.3** PTO begins accruing on the date of employment and may be used as it is earned after the employee has successfully completed his/her probationary period as a regular employee.

**C.4** With the exception of emergency or illness, PTO must be scheduled in advance with the written approval of the Department Director. Employees who fail to report unexpected absences to their supervisor at least two (2) hours prior to the start of their shift are subject to denial of their PTO for that absence.

**C.5** Employees taking time off will be required to utilize PTO for absences from scheduled shifts up to the employee's FTE status, except in low census and certain bereavement situations where utilization of PTO will be optional.

**C.6** Unless otherwise specified, PTO must be used up to the maximum amount available during any Leave of Absence.

**C.7** PTO may be used for the elimination period of an approved workers' compensation claim provided such time is unpaid in accordance with workers' compensation law, e.g., where the three (3) day elimination period is unpaid due to the length of absence. PTO may also be used for the elimination period of a short-term disability claim; however, PTO may not be used to supplement short term disability (STD) once the STD claim has been activated in accordance with the STD plan document.

**C.8** An employee is not eligible to use PTO during the fourteen (14) day notice period prior to resignation without authorization from the Director of Human Resources or as otherwise required by law.

#### **D. Redemption of PTO.**

**D.1** Upon termination or transfer to a non-benefited position, the employee's entire PTO balance will be paid. The rate at which such hours are paid will be at the employee's base rate immediately prior to the transfer or termination.

**D.2** PTO hours may not be used to extend employment beyond the last day actually worked.

**D.3** Eligible employees with one (1) year or more of service may elect to convert accrued PTO to cash at ninety cents (\$0.90) on the dollar in increments of at least sixteen (16) hours. Payment of converted PTO hours is subject to all required deductions. Eligible full-time employees must maintain a minimum PTO balance of forty (40) hours to exercise the cash conversion option (twenty (20) hours for part-time employees). Employees may not convert PTO while on a leave of absence, workers' compensation, short term disability (STD), or long term disability (LTD).

**D.4** PTO cash-out requests must be submitted on a PTO Cash-out Request form signed by the employee. Employees wishing to convert PTO to cash must submit a Cash-out Request Form for approval by the employee's Department Director, and to Payroll prior to the pay period in question.

## **E     PTO Scheduling.**

In scheduling PTO/vacations, each unit/department will adhere to the following:

**E.1**     From October 1 through October 31 of each year, there shall be a thirty (30) day “window” or “bidding” period during which full-time and part-time RNs shall designate their first, second, and third preference for vacation time to be taken in the upcoming six (6) month block period extending from January 1 through June 30, up to the RN’s PTO accrual. From March 1 through March 31 of each year, there shall be a thirty (30) day “window” or “bidding” period during which full-time and part-time RNs shall designate their same first, second, and third preference for vacation time to be taken in the upcoming six (6) month block period extending from July 1 to December 31, up to the RN’s PTO accrual.

**E.2**     Vacations will be granted based on bargaining unit seniority, with all “first preferences” to be filled in seniority order, followed by this same selection process for “second preferences,” and then, as applicable, any remaining designated “third preferences.” If an employee’s first preference has been filled, the employee will be awarded his/her next available designated preference instead. Based on those selections, a departmental vacation schedule shall be posted by December 1 for the January through June block period and June 1 for the July through December block period.

**E.3**     Requests for PTO that are submitted after the bidding period shall be awarded on a “first come - first serve” basis. PTO requests shall be submitted in writing and shall be responded to as soon as possible but not later than the posting of the applicable schedule.

**E.4**     The Employer shall schedule PTO in such a way as will least interfere with patient care and work load requirements of the Hospital. The number of nurses who may be pre-scheduled PTO/Vacation in any given unit at any one time will be determined by the Nurse Manager in consultation with staff annually with the purpose of producing a balanced schedule that meets core staffing needs. In those unique departments where a single employee’s absence would be expected to significantly impair daily operations, the Hospital will meet with the employee to discuss and, to the extent feasible, implement reasonable accommodations for the employee’s vacation time.

**E.5**     The Hospital shall designate “prime time” vacation periods from Memorial Day through Labor Day and limit, in cases of conflict, vacations to two (2) weeks during such prime time. Otherwise, vacation periods shall be limited to three (3) consecutive weeks (21 days). However, provided that the department needs are fulfilled, management retains the discretion to grant vacation time in excess of these timeframes.

**E.6**     Holiday work schedule rotations shall take precedence over PTO scheduling.

## **ARTICLE XXIV** **PER DIEM SICK LEAVE**

**A.**     The Hospital will provide paid sick leave to per diem employees in accordance with the Oregon Paid Sick Leave law and in accordance with any applicable amendments and judicial interpretations. In the event of material changes in the law the Hospital agrees to negotiate the impact of such changes with the ONA.

**B.** Per diem employees, as identified in this Agreement, will accrue one (1) hour of sick time for every thirty (30) hours worked up to a maximum accrual of forty (40) hours per calendar year (January 1st through December 31st).

**C.** After successfully completing ninety (90) days of employment, eligible employees may begin to use paid sick time under this policy in increments of one (1) hour. Per diem employees' hours must have been scheduled or per diem employee must have been working at the time to collect this benefit.

**D.** Accrued, unused time under this policy will carry over up to forty (40) hours. The per diem sick leave bank will accumulate up to a maximum of eighty (80) hours. Unused time under this policy is not paid out at the time of separation from employment.

## **ARTICLE XXV**

### **HOLIDAYS**

**A. Holidays Observed.** The following holidays are observed by the Hospital:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**B. Holiday Worked Premium.** Nurses who are required to work on the actual holiday shall receive holiday pay of time and one-half (1-1/2) their hourly rate for the hours worked. Holiday time begins at 12:01 a.m. the day of the holiday and ends at 12:00 midnight. Only actual hours worked within the defined holiday period will be paid at the rate of time and one-half (1-1/2).

In those units/departments that are closed on holidays, nurses who have not accrued enough PTO to cover an observed holiday (i.e., during the initial period of employment) will be granted PTO for the holiday, if they choose, and the time will be deducted from their accrued PTO/Vacation at a later date upon accrual.

**C. Rotation of Holidays.** Holiday work shall be equitably rotated among nurses within the designated work area and shift without regard to seniority; in accordance with this approach a nurse's individual preferences for specific holidays off will be accommodated to the extent feasible. Volunteers to work will be sought before holidays are assigned.

**D. Floating Holidays.** Full and part-time employees shall receive one (1) floating holiday for the period January 1 through December 31, and one (1) floating holiday for the period June 1 through December 31. Floating holidays must be used during the calendar year in which they are received and shall not carry over from one calendar year to the next.

## **ARTICLE XXVI**

### **HEALTH BENEFITS**

**A. Participation and Plans.** During the life of this Agreement the Hospital will offer eligible Registered Nurses the opportunity to participate in available plans on the same terms and conditions as such plans are offered to other WVMC hourly non-bargaining unit employees (i.e., medical and wellness plans, dental plans, visions plans, life and AD&D insurance, short-term and long-term disability insurance, and flexible spending accounts). A description of the 2025 plan offerings is attached as Appendix B.

**B. Contribution Rates.** Registered Nurses shall participate in the same plans and on the same basis as the Medical Center's non-bargaining unit employees, with the same plan design, co-pays, co-insurance, employee contributions, in accordance with the Plan. Beginning 2026, medical plan premiums shall not increase by more than nine percent (9.0%) on a blended average basis, meaning for some categories the increases may be greater than nine percent (9.0%) and others less than nine percent (9.0%).

## **ARTICLE XXVII**

### **RETIREMENT**

The Employer shall maintain the same 401(k) retirement plan or its equivalent currently available to the employees during the term of this Agreement.

The Employer shall make matching 401(k) contributions of one hundred percent (100%) of the first two percent (2%), plus twenty-five (25%) of the next four (4%), of a nurse's salary deferral contributions each year.

## **ARTICLE XXVIII**

### **LEAVES OF ABSENCE**

**A. Administration of Leaves.**

**1. In General.** All leave requests are to be submitted in writing via the Employer's leave request process as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer as soon as administratively possible in accordance with the Leave Administrator's processes not later than thirty (30) days after the employee has submitted the requisite documentation to determine eligibility. A Leave of Absence shall commence on the first day of absence from work. Employees returning from a Leave of Absence will have their benefits reinstated to the same levels as they enjoyed at the time the leave commenced, except for any paid leave benefits used during the leave and changes in benefits which took place during the leave at the employee's election due to annual enrollment or family status change. Changes in benefits which would have occurred had the employee not taken the leave will also apply.

2. **Leave With Pay.** Leave with pay shall not alter an employee's anniversary date of employment or otherwise affect the employee's compensation or status with the Employer.

3. **Leave Without Pay.** When an Employee returns to duty from an authorized leave of absence, he/she shall be reinstated in the same classification, position, unit, shift and number of hours in which he/she was employed before his/her absence, provided such position is available. If operational conditions have changed so that it is not reasonable to so reinstate him/her, the Employer will reinstate him/her to a position that is as nearly comparable to his/her original position as is reasonable under the circumstances. Employees returning from approved leaves will be returned as described above, except that employees returning from leaves with job protection provisions under state or federal law will be reinstated in accordance with those applicable provisions.

- i. **Continuing Health Coverage.** An employee on an approved leave may continue group insurance coverage(s) during the leave. If any portion of the leave is paid (i.e., PTO, EIB), the premiums normally paid by the employee will be deducted from such pay. If the leave is unpaid or paid benefit time is exhausted before completion of the leave, the employee may continue group insurance coverage(s) by paying the normal share of the cost of such coverage(s) directly to the facility on or before the due date.

**B. Maternity Leave.**

Maternity leave shall be available to eligible employees in accordance with applicable state and federal laws. Benefits will continue as required by state or federal law under a maternity leave, or as long as the nurse is using PTO or EIB. Nurses may use their EIB as applicable prior to using Short Term Disability.

**C. Family and Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA).**

Leave under the federal Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) shall be available to eligible employees in accordance with federal and state law. If a particular period of leave qualifies under both the federal and state law, the leaves shall run concurrently. Benefits will continue as required under FMLA or OFLA, or as long as the nurse is using PTO or EIB. Nurses may use their EIB as applicable prior to using Short Term Disability.

A nurse will also be eligible for an intermittent or reduced-schedule FMLA leave as prescribed by the federal FMLA.

A nurse returning from a FMLA/OFLA leave shall be returned to his/her original position and shift as prescribed by federal and state law.

**D. General Leave.**

1. Employees who are unavailable for work due to personal illness and who do not qualify for FMLA or OFLA, may request a General Leave of Absence. In addition, employees may request a General Leave for a variety of reasons and/or situations. An employee on a General Leave of Absence is required to use PTO hours (and EIB hours as applicable) in place of normal scheduled hours until a zero balance is reached in each account.

**2. Eligibility.** Full-time and part-time benefit eligible employees are eligible to request and be granted a General Leave of Absence regardless of length of service. All LOA requests must be filed with the Leave Administrator by telephone or Website along with the required certifications. When possible, the leave must be submitted well in advance (at least two (2) weeks) of the start date of the LOA in order to avoid disruption to the business operation of the department.

**3.** All requests for a General LOA are reviewed by Human Resources in conjunction with the appropriate Department Director for recommendation for approval prior to processing. A General LOA may be granted at facility discretion for a time period not to exceed twelve (12) weeks in a rolling twelve (12) month time period. The duration of a LOA for an occupational injury may exceed twelve (12) weeks where required by law.

**NOTE:** The total amount of LOA (that includes a General Leave component) in one rolling twelve (12) month time period may not exceed twenty-four (24) weeks (twelve (12) weeks of OFLA or FMLA plus a potential extension of twelve (12) weeks of General Leave via the interactive process in instances of personal injury or illness) unless for the care of a Military Member, a qualifying exigency, or otherwise required by law.

**4.** If the employee is requesting a General LOA as a result of personal illness, he/she must submit the request and required certification as soon as it appears the employee will remain medically unable to work beyond the expiration of his/her Vacation/PTO/EIB accrual balances, if any. The LOA request must be accompanied by a physician's statement detailing the employee's specific condition, the date the illness began (or is expected to begin), the date the employee is expected to be able to return to work, and any additional information that may be required by the Leave Administrator.

**NOTE:** Failure to provide the requested information in a timely manner may result in denial of the LOA.

**5.** For leave based on personal illness, the Employer reserves the right, at reasonable intervals to require proof or medical verification of an employee's ability or inability to work. Such proof or verification may include periodic reports from, or consultation with, the employee's physician, an examination by a physician selected by the Employer, or other methods acceptable to the Employer.

**6.** If the employee does not return to work by the end of the General LOA and/or if the combined and extended consecutive leave time exceeds twenty-four (24) weeks, the employee may be terminated, unless otherwise required by law.

**7. Benefits – Paid General Leave using PTO/EIB (as eligible).** During a General Leave, medical and other insurance coverages will remain in effect while PTO/EIB are used and employee contributions for benefits are deducted from pay up to a maximum of twenty-four (24) weeks except where additional leave is required by law. Life, STD, LTD and AD&D coverage will remain in effect while PTO/EIB is used and employee contributions are deducted from pay up to a maximum of twenty-four (24) weeks, except where additional leave is required by law.

**8. Unpaid General Leave.** The employee must pay his/her benefit premiums directly to the Human Resources department or third party administrator if General Leave is unpaid or at the

time that PTO/EIB (as eligible) is exhausted. If the employee's portion of any premium is not paid within thirty (30) days of its due date, his/her insurance coverage will terminate.

Employees may choose not to continue insurance coverage during leave. If an employee elects not to continue coverage during leave, the employee will have the option to re-enroll upon his/her return from leave.

Once benefits terminate, the employee may continue medical insurance coverages by electing COBRA. Life insurance may be continued by applying for continuation, within thirty (30) days of coverage ending, through the Portability and Conversion options available under the plan. For additional detailed information, employees may contact the Benefit Service Center.

**9. Accrual of paid benefit time while on leave.** Paid benefit time (i.e., PTO) does not continue to accrue during a paid or unpaid General Leave of absence. However, employees retain paid benefit time accrued prior to, but not used during, the leave. The employee's credit for length of service is protected, but the employee's anniversary date may be adjusted to reflect the time away from work.

**10. Regular status reports required.** While on General Leave, the employee may be required at reasonable intervals to report to the Human Resources department regarding his/her status.

**E. Military Leave.**

Military leave will be granted in accordance with State and Federal regulations.

## **ARTICLE XXIX**

### **BEREAVEMENT LEAVE / JURY DUTY**

**A. Bereavement Pay.** Bereavement pay is limited to three (3) shifts for full-time or part-time employees. Bereavement pay is usually granted between the date of the death and the day following the funeral. Pay during bereavement absence shall be granted only for scheduled workdays and for the actual number of hours the employee was scheduled to work. An employee who wishes to take bereavement pay due to the death of an immediate family member should notify his or her supervisor immediately. Appropriate documentation of familial death may be required. Immediate family member is defined as an employee's spouse, domestic partner, child, parent, parent-in-law, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, stepfather, stepmother, stepbrother, stepsister, stepson or stepdaughter, grandparent, grandchild and relationship arising from adoption or guardianship may also be covered. Employees needing additional days off for bereavement purposes will be approved upon request for up to two days of unpaid time off without pay.

**B. Jury Duty and Court Proceedings.** Full-time and part-time employees summoned for jury duty shall be granted pay for missed shifts of normally scheduled work. Employees classified as per diem or temporary are not eligible for Jury Duty pay.

Employees must notify and present their supervisor with jury duty summons as soon as possible after it is received.

Employees normally scheduled to work the evening shift will have the same day off as the day of jury duty. Employees who are scheduled to work the night shift should make arrangements with their Supervisor for one shift off for each day of jury duty (either the night shift prior to the jury duty day or the night shift following the jury duty day).

Employees must report to work on scheduled workdays if the court is not in session. If the employee is not selected for jury duty and more than four (4) hours remain on the employee's normally scheduled shift, the employee must check with the supervisor to determine if he/she is needed for the remainder of the shift. If the court recesses and more than four (4) hours remain on the employee's normally scheduled shift, the employee must check with the supervisor to determine if he/she is needed for the remainder of the shift. Employees who do not work the remainder of their normally scheduled shift after being requested to do so, will only receive jury duty pay for hours served in the court.

### **ARTICLE XXX**

#### **TRANSITIONAL WORK**

The Hospital shall maintain a transitional work/light duty for injured employees policy consistent with Oregon Workers' Compensation law and regulations as a means of facilitating the return to work of injured employees. Upon request, the Hospital will consult with the Union regarding potential accommodations for affected employees.

### **ARTICLE XXXI**

#### **ON-CALL & CALL-BACK**

##### **A. On-Call.**

Any employee designated by the Hospital for on-call status will be compensated at the rate of six dollars and fifty cents (\$6.50) per hour for time actually spent in such status. Nurses that are called in on the night shift shall also be eligible for the applicable shift differential.

##### **A.1**

When on-call, a nurse must be available to respond and report to work within sixty (60) minutes of being called to work, unless mutually agreed between the nurse and manager/nursing supervisor. It is understood that scheduled on-call is part of a nurse's normal job responsibilities in the OR, PACU, Endoscopy, Cath Lab, and Short Stay Units, all of which shall require a thirty (30) minute report time. The thirty (30) minute report time shall also apply to the primary nurse on-call (first RN on-call) for the Birthing Center. The order of call for the primary, secondary and any other Birthing Center nurse(s) will be determined by the Charge Nurse, House Supervisor and/or the Birthing Center Director.



## **A.2**

Any swapping of on-call assignments between nurses within a unit must be done with the approval of the supervisor.

### **B. OR & PACU On-Call.**

In accordance with current practice, Operating Room and Recovery Room nurses remain eligible for extra on-call pay as follows:

OR – RNs taking more than five (5) days on-call in a given month will be paid fifty dollars (\$50.00) extra for each fourteen-hour (14-hour) or sixteen-hour (16-hour) shift (weekdays), and one hundred dollars (\$100.00) extra for each twenty-four-hour (24-hour) shift (weekends) of call.

PACU - RNs taking more than seven (7) days of on-call in a given month will be paid fifty dollars (\$50.00) extra for each thirteen and one-half hour (13.5-hour) shift (weekdays), and one hundred dollars (\$100.00) extra for each twenty-four-hour (24-hour) shift (weekends) of call.

Nurses are responsible for notifying the OR department manager within seven (7) days following any month in which the nurse became eligible for the above pay premium. Staff may divide the call shifts and the extra pay as authorized by the department manager. Holiday on-call is excluded from the above, unless undertaken by an RN to cover for an employee who leaves, and the position has not been filled.

If OR or PACU requires an RN to take an additional mandatory call shift due to an unexpected vacancy (e.g., sick calls) the designated employee will receive critical need pay at time and one-half (1-1/2) plus \$20 if called back during that additional mandatory on-call period.

### **C. Call-Back.**

On-call employees who are called back to work will be compensated at the rate of time and one-half (1-1/2) their regular rate of pay for the duration of any call-back assignment extending until the nurse's next regularly scheduled shift. Employees called back to work pursuant to this section shall be allowed to work a minimum of two (2) hours, and on-call pay shall cease when the employee reports to work.

Employees assigned to a scheduled call team are guaranteed a minimum of two (2) hours pay when called-in while so assigned, not to exceed two (2) hours of pay during any two (2) hour period.

Nurses will only be expected to be on-call once during a twelve (12) hour shift, excluding Surgical Services (i.e., OR, PACU, Endoscopy, Cath Lab, and Short Stay).

### **D. Voluntary Call-In.**

Once schedules are posted, a nurse may volunteer to fill any vacancy in the schedule, including shifts designated as Extra-Shift-Incentive eligible.

## **ARTICLE XXXII**

### **COMPENSATION**

**A. Year One.**

Effective the first full pay period following March 15, 2025, the wage scale shall be increased by seven dollars (\$7.00) per hour plus fourteen percent (14.0%).

**B. Year Two.**

Effective the first full pay period following September 24, 2025, the Wage Scale shall be increased by four percent (4.0%).

**C. Year Three.**

Effective the first full pay period following September 24, 2026, the Wage Scale shall be increased by three and one-half percent (3.5%).

**D. Step Increases.**

Effective March 1, 2025, all employees with one (1) year or more of service at WVMC will advance to the next higher Step indicated in Appendix A, with the employee to become eligible for subsequent applicable Step increases at twelve (12) month intervals.

Employees having less than one (1) year of service at WVMC on March 1 will advance to the next step on the next designated Step Increase date, following the completion of one (1) year of service.

**E. BSN/MSN/Certification.**

RNs who have earned a BSN or MSN will receive a wage stipend of two dollars (\$2.00) per hour for each hour worked. RNs who hold a currently valid national nursing certification recognized for this purpose by the Hospital and applicable to the department in which they work will receive a wage stipend of two dollars (\$2.00) per hour for each hour worked. To receive and remain eligible for the stipends above, the RN is responsible for providing the appropriate documentation.

**F. All Payroll Actions.**

All payroll actions described above shall occur on the first full pay period following the date specified.

**G. Wage Increases.**

Wage increases in excess of the above may be granted by the Hospital, provided that the amount of the increase shall be the same for all employees in that department.

**H. RN Sign-On Bonus.**

During the term of this Agreement, the parties agree that the Hospital may, without bargaining with the Union, establish or terminate RN sign-on bonuses within the Hospital and to notify the Union of such action.

**I. Evaluating Applicants.**

When evaluating applicants for employment during the term of this Agreement, the Hospital shall assess and determine the appropriate amount of relevant experience based upon date of licensure as a Registered Nurse.

**J. Paycheck Errors.**

Paycheck errors shall be handled in the following manner:

**J.1** Hospital errors resulting in underpayments to employees shall be corrected and an additional check for the underpayment amount shall be issued to the employee as soon as possible after that error is brought to the attention of Payroll.

**J.2** Employee errors resulting in underpayments will generally be corrected no later than the next paycheck after an error has been identified. However, where the error results in an overpayment to the employee, that error shall be corrected by the same amount and over the same number of pay periods as that error(s) occurred, or may be deducted in a lump sum payment, at the employee's option.

**J.3** Hospital errors resulting in underpayments to employees shall be corrected and an additional check for the underpayment amount shall be issued to the employee as soon as possible.

**ARTICLE XXXIII**  
**SHIFT DIFFERENTIAL**

Nurses scheduled to work the night shift will receive night shift differential of eight dollars and fifty cents (\$8.50) per hour for each hour worked between 7:00 p.m. and 7:30 a.m., provided the nurse works a minimum of two (2) hours during that period.

**ARTICLE XXXIV**  
**RELIEF CHARGE NURSES/HOUSE SUPERVISORS**

In units in which a permanent Charge Nurse is not designated or assigned, the Hospital reserves the right to designate a Relief Charge Nurse for any given shift as deemed necessary and appropriate by the Chief Nursing Officer, Department Director, or authorized designee. The request of a Registered Nurse who would prefer not to be designated as a Relief Charge Nurse will be honored to the extent possible.

The parties agree that Registered Nurses who fill-in to work as a Relief Charge Nurse will not be excluded from the bargaining unit on the basis of their relief work in that managerial/supervisory capacity. While performing in a Relief Charge capacity, nurses will continue receiving the current Charge differential of three dollars and twenty-five cents (\$3.25) per hour.

The parties agree that Registered Nurses who fill-in to work as a Relief House Supervisor will not be excluded from the bargaining unit on the basis of their relief work in that

managerial/supervisory capacity. While performing in a Relief House Supervisor capacity, nurses will receive twelve dollars (\$12.00) per hour.

## **ARTICLE XXXV**

### **PRECEPTOR**

A preceptor is a formally trained nurse designated as such by his or her nurse manager to assess and educate: (a) new graduate nurses; (b) new hires; (c) nurses new to a nursing specialty; (d) nurses reentering the nursing profession; or (e) nursing students in their final capstone/practicum. When performing such duties, the preceptor shall receive an additional hourly payment of three dollars (\$3.00) for each hour of work in that role. Preceptor differential shall not apply to any assignments involving student nurses other than those identified above. In determining patient assignments, the Charge Nurse will consider the fact that a nurse is serving as a preceptor, and the experience of the preceptee.

## **ARTICLE XXXVI**

### **EXTRA SHIFT INCENTIVE**

The Hospital, at its sole discretion, may designate a shift as Extra Shift Incentive eligible at a rate of time and one-half (1-½) the employee's base rate of pay.

Full-time and part-time nurses may sign up for an Extra Shift Incentive when a shift remains open after all regular and per diem employees have had the opportunity to meet their obligation to the schedule, and upon designation of that shift as Extra Shift Incentive eligible. Shifts will be awarded on a first come first served basis. Per diem employees are not eligible for this incentive unless they are scheduled to meet their minimum and as specifically authorized by Hospital Administration.

A nurse who fails to work his/her regular schedule is not eligible for Extra Shift Incentive during that work week. A nurse who fails to work his/her regular scheduled shift due to involuntary low census is eligible for Extra Shift Incentive. Nurses scheduled for such shifts will be the first to be cancelled or called off in the event of low census.

In times of critical need, the Hospital, at its sole discretion, may temporarily increase this incentive to time and one-half (1-½) the employee's base rate of pay, plus an additional twenty dollars (\$20.00) per hour.

## **ARTICLE XXXVII**

### **FEDERAL AND STATE LAWS**

This Agreement shall be subject to all present and future applicable federal and state laws and applicable regulations of government authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held

invalid, the Employer and Union shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

### **ARTICLE XXXVIII** **SUCCESSORSHIP**

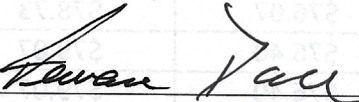
In the event the Hospital consummates a transaction involving a merger, consolidation, sale of assets, lease, franchise or any other such change in structure, management or ownership which would affect the existing collective bargaining unit, then any such successor organization shall be bound by the terms of this Agreement as a condition of the purchase/sale, and the Hospital shall so inform the Association. The Hospital shall have an affirmative duty to call this Agreement to the attention of any entity, business or person who is succeeding to the management or ownership of the Hospital, and, if such notice is given, the Hospital shall have no further liability or obligations of any sort under this Section.

### **ARTICLE XXXIX** **DURATION AND RENEWAL**

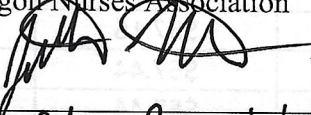
This Agreement shall take effect on March 15, 2025, except as otherwise provided herein, and shall remain in full force and effect through midnight, June 23, 2027. Thereafter, the Agreement shall automatically renew, from year to year, unless either party notifies the other, by facsimile or email, at least ninety (90) days prior to June 23, 2027 or the expiration date of any renewal thereof, of its desire to modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement effective the 15th day of March, 2025.

Willamette Valley Medical Center

  
CEO

Oregon Nurses Association

  
and Labor Representative  
Katie Quinn

Anthony Mc

Noelle Lathrop RN

Travadi Hemdon RN

Christina D. King, RN

## **APPENDIX A**

### **WAGE SCALE**

<b>RN Step</b>	<b>Current</b>	<b>March 15, 2025</b>	<b>Sept. 24, 2025</b>	<b>Sept. 24, 2026</b>
Start	\$40.78	\$54.47	\$56.65	\$58.63
1	\$43.51	\$57.58	\$59.88	\$61.98
2	\$44.75	\$59.00	\$61.35	\$63.50
3	\$46.30	\$60.76	\$63.19	\$65.40
4	\$48.23	\$62.96	\$65.48	\$67.77
5	\$50.28	\$65.30	\$67.91	\$70.29
6	\$50.60	\$65.66	\$68.29	\$70.68
7	\$50.90	\$66.01	\$68.65	\$71.05
8	\$51.18	\$66.33	\$68.98	\$71.39
9	\$51.47	\$66.66	\$69.32	\$71.75
10	\$51.77	\$67.00	\$69.68	\$72.12
11	\$51.77	\$67.00	\$69.68	\$72.12
12	\$52.61	\$67.96	\$70.67	\$73.15
13	\$53.02	\$68.42	\$71.16	\$73.65
14	\$53.02	\$68.42	\$71.16	\$73.65
15	\$53.87	\$69.39	\$72.17	\$74.69
16	\$54.30	\$69.88	\$72.68	\$75.22
17	\$54.30	\$69.88	\$72.68	\$75.22
18	\$55.16	\$70.86	\$73.70	\$76.28
19	\$55.16	\$70.86	\$73.70	\$76.28
20	\$56.61	\$72.52	\$75.42	\$78.06
21	\$57.16	\$73.14	\$76.07	\$78.73
22	\$57.44	\$73.46	\$76.40	\$79.07
23	\$57.44	\$73.46	\$76.40	\$79.07
24	\$57.44	\$73.46	\$76.40	\$79.07
25	\$58.86	\$75.08	\$78.08	\$80.82

**APPENDIX B**  
**HEALTH BENEFITS**

**(HEALTH BENEFITS DOCUMENT)**

## **LETTER OF UNDERSTANDING** **PERMANENT CHARGE NURSE**

The Parties agree to the following resolution of the status of Charge Nurses vis-à-vis their status as bargaining unit employees:

- Nurses will be allowed to self-select (if desired) into a newly designated “Permanent Charge Nurse” supervisory (non-bargaining unit) role in the following areas: Emergency Room, Medical Surgical, Birthing Center, Surgery, and Short Stay. Individuals filling these roles will serve as the designated Charge Nurse within their departments on any shift on which they work. Should the Hospital decide that operations require the appointment of Permanent Charge Nurses in other units/departments, the Hospital will so advise the union and meet and confer with the Union upon request regarding the impact thereof. (RETAINED FOR HISTORICAL REFERENCE)
- Responsibilities for Charge Nurses include planning, coordinating, and evaluating unit nursing activities and responsibility for managing the shift.
- Permanent charge nurses are not meant to replace a staff member taking a full patient assignment, but may take patient assignments to assist the nursing staff when at risk of exceeding the normal nurse to patient ratio, to cover breaks and lunches, and on an urgent situational basis.
- In the absence of a “Permanent Charge Nurse” (either because that individual is off-work, or because the “Permanent Charge Nurse” role has not been filled), nurses will continue to perform in a (non-Permanent) Relief Charge role, in the same manner and under the same terms as currently exist. It is agreed that Relief Charge nurses will not be considered statutory supervisors under Section 2(11) of the NLRA.
- While performing in a Relief Charge capacity, nurses will receive the Relief Charge differential of three dollars and twenty-five cents (\$3.25) per hour.



## **LETTER OF UNDERSTANDING**

### **FROZEN EIB**

1. Although the EIB plan was eliminated and replaced by an employer-paid Short Term Disability (“STD”) Plan on January 1, 2018, “frozen” EIB hours shall remain accessible to bargaining unit employees for the life of this 2025-2027 Agreement.
2. EIB may be utilized for the employee’s own illness or non-work related injury, pregnancy/childbirth, and for dependent illness.
3. Total EIB hours granted within a pay period cannot exceed an employee’s norm hours, nor used congruently with Long Term Disability (“LTD”).
4. Subject to paragraph number 7, below, an employee may use time from accrued EIB provided that the first twenty-four (24) hours of absence are deducted from the employee’s PTO balance. Subject to paragraph number 7, below, an employee with less than twenty-four (24) hours of accrued PTO must use unpaid time off to satisfy any remaining portion of this twenty-four (24) hour EIB access threshold.
5. The PTO utilization requirement of the above paragraph shall not apply to the fourteen (14)-day elimination period (or the optional seven (7)-day elimination period) of a STD approved leave, or the unpaid elimination period of a worker’s compensation claim as defined by State law, in which case the PTO utilization requirement shall be waived.
6. Employees with an EIB balance may choose to utilize their EIB in lieu of the STD benefit during an approved STD leave of absence in order to receive 100% of their base rate of pay, in which case the STD benefit period will run concurrently with said EIB utilization.
  - a. The STD benefit period is not extended as the result of said EIB utilization. At such time that an employee exhausts his/her full EIB balance in conjunction with a STD claim, the 60% STD benefit will apply for the remaining STD benefit period.
7. EIB may be accessed immediately in the following four (4) instances only for employees (not a family member):
  - a. Absence due to the employee receiving pre-scheduled inpatient or outpatient treatment resulting in their absence of longer than two (2) scheduled work days. This does not include treatment in a provider’s office, dentist office, emergency department or diagnostic testing.
  - b. Emergency department visit that results in immediate surgery or inpatient hospitalization.
  - c. Absence due to the employee’s work-related injury; limited to three (3) scheduled work days.
  - d. Where an employee returns to work from an EIB-covered absence and has a relapse for the same condition within seventy-two (72) hours of the employee’s return to work.

8. EIB usage for family illness is limited to twenty-four (24) hours per continuous episode except as otherwise prescribed by applicable state law. The employee must be the primary caregiver for a family member defined below. A continuous episode is an occurrence that is uninterrupted by a full-day return to work. An employee may use time from accrued EIB provided that the first twenty-four (24) hours of absence are deducted from the employee's PTO balance. An employee with less than twenty-four (24) hours of accrued PTO must use unpaid time off to satisfy any remaining portion of this twenty-four (24) hour EIB access threshold.
  - By marriage: current spouse, step-parent, stepchild, brother/sister-in-law, mother/father-in-law, son/daughter-in-law
  - By blood, legal adoption or guardianship: parent, child, grandparent, grandchild, brother, sister, half-sister/brother
9. An employee who is eligible to use accrued EIB may choose to use his or her accrued PTO instead of using accrued EIB.
10. When using EIB with Intermittent Family Medical Leave, once the employee has submitted a medical certification (and the intermittent leave is approved), an additional eight (8) hours of PTO utilization is required prior to EIB for any related absence. An employee with less than eight (8) hours of accrued PTO must use unpaid time off to satisfy any remaining portion of this eight (8) hour EIB access threshold.
11. Employees must submit a doctor's medical certificate for all EIB time used. This statement must include an estimate of the length of time the employee will be unable to work. The facility may request verification by a second physician. Employee must submit request for FMLA/OFLA through the Hospital's leave administrator.
12. Following EIB usage, the Hospital reserves the right under appropriate circumstances to require a doctor's medical certificate stating the employee is able to return to work and perform the essential functions of his/her job.
13. EIB is not counted as hours of work when computing overtime.
14. EIB is for leave purposes only, and may not be converted or paid out under any circumstances, including upon separation of employment. However, a separated employee's EIB balance will be preserved for three (3) months in the event of reemployment at the Hospital within that period.
15. A full or part-time employee changing to a non-eligible status (per diem) will have up to eighty (80) hours of accrued EIB converted into "per diem sick." Any remaining hours of EIB remain "frozen" for such time that the employee remains in a non-eligible status, for the life of this 2025-2027 Agreement.
16. A terminating employee may not use EIB during the notice period.