

Last, Best and Final Contract Offer

Agreements

COLLECTIVE BARGAINING AGREEMENT

between

COQUILLE VALLEY HOSPITAL

and

OREGON NURSES ASSOCIATION

July 1, 2020, through June 30, 2023

Coquille Valley Hospital
and
Oregon Nurses Association

Coquille Valley Hospital, (hereinafter referred to as “Hospital” or the “Employer”) and the Oregon Nurses Association, (hereinafter referred to as the “Union”), have reached final agreement with respect to the terms of a new three year successor collective bargaining agreement (hereinafter referred to as the “Agreement”) as described below.

This offer is expressly contingent upon the acceptance of all of the terms of this offer with no subtractions, additions or modifications no later than 5:00 p.m., Pacific Daylight Savings Time, February 20, 2021. Written confirmation of such ratification must be received by Richard J. Alli, Jr., at 200 SW Market St., Suite 1900, Portland, OR 97201 or by email at ralli@bullardlaw.com on or before the deadline noted above. In the event receipt of written confirmation by the Union that this offer has been ratified is not received by 5:00 p.m., Pacific Daylight Savings Time, February 20, 2021, this offer shall be subject to withdrawal by the Hospital with or without notice to the Union.

This offer is expressly contingent upon a peaceful settlement without a labor dispute, strike, boycott activities, handbilling, union-sponsored or supported disparagement of the Employer or any of its employees, or picketing of any nature by employees covered by this contract or by the Union. In the event of a labor dispute, picketing of any nature, handbilling, or any boycott activity or disparagement activity, this offer shall be subject to withdrawal, with or without

advance notice in order for the Employer to take into consideration the changed economic consequences caused by such activity.

The Employer's proposals described below are presented in redline fashion with proposed new language underlined and existing language to be deleted appearing with a "strike thru." Bold comments indicate explanatory notes not intended to appear in the body of the Agreement after signature.

The Employer reserves the right to correct any substantive, typographical or spelling errors contained in this proposal when preparing signature copies of the parties' successor collective bargaining agreement.

The terms of the parties' mutually agreed Last, Best and Final Contract Offer are as follows:

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HOUSEKEEPING

- Change dates to reflect newly bargained term throughout the Agreement
- Anywhere he, she, him, her are referred to will be altered to “their”, “they”, or “them” as appropriate
- Anywhere there are numbers or dollar amounts add the words and vice versa. Example: eighty percent (80%)
- Correct punctuation and grammar throughout as appropriate
- Renumber to account for additions/deletions
- Change Roman numerals to Arabic numerals
- Remove all references to Home Health and ICU
- Any reference to days in contract (without designating calendar or working in front) will be changed to be a reference to calendar days everywhere in contract. Existing references to work days will not be effected by this change

AGREEMENT

THIS AGREEMENT is entered into by and between the COQUILLE VALLEY HOSPITAL, a public Hospital under the laws of the State of Oregon, hereinafter referred to below as the Hospital, and the OREGON NURSES ASSOCIATION, an Oregon corporation, hereinafter referred to below as the Association.

ARTICLE 1 – RECOGNITION

- 1.1** Hospital recognizes the Association as the sole and exclusive representative for collective bargaining purposes of all regular full-time, regular part-time, and casual nurses and licensed practical nurses employed by the Hospital excluding all other employees, Chief Nursing Officer, all Managers, any other member of administration, technician, clerical or confidential employee. Nothing in this provision or in this Agreement will be construed to prevent a supervisor, who is a licensed nurse in the State of Oregon, from providing direct patient care. There shall be at least two licensed Registered Nurses available on Hospital premises at all times.

- 1.2** Prior to all periods of negotiations regarding employment relations, each party to this Agreement shall certify in writing to the other its designated bargaining representatives, and thereafter it shall be the duty of each party to notify the other of any changes in such representatives. All communication concerning matters of collective bargaining shall be confined to such representatives.
- 1.3** The Hospital agrees to deduct once each pay period the Association membership dues of those Association members who individually authorize such deductions in writing on a form supplied by the Association. The Association shall provide written authorization to deduct and/or cease deduction of membership dues to the Hospital within ten (10) calendar days of receiving a membership application form or opt-out request form from any nurse who is a member of the bargaining unit.
- 1.4** The Association shall indemnify and hold the Hospital harmless against any and all claims, demands, costs, suits or other forms of liability that may arise by reason of action taken or not taken by the Hospital for the purposes of complying with any of the provisions of this Article. Such costs to be reimbursed shall include Hospital's reasonable out-of-pocket expenses and reasonable attorney's fees.
- 1.5** The Hospital agrees to provide each new nurse with a copy of this Agreement and the Association agrees to provide the Hospital with sufficient copies thereof. The cost of printing these copies shall be equally borne by both parties.
- 1.6** The Hospital will provide the Association with a designated section of a bulletin board in each building where bargaining unit employees regularly work at a mutually agreed upon location within the building, on which the Association may post notices of regular and special meetings and notices of social activities of the Association. The parties agree that the Hospital may remove any Association

posting that the Hospital believes, in good faith, is disparaging of the Hospital, its employees, patients, staff, doctors or management, and/or references controversial political issues or matters and/or is inappropriate for other legitimate business reasons, and will supply written notice to the Association's labor representative of the items removed in a timely manner. The parties further agree that all postings will be in compliance with the Hospital's non-solicitation policy. Upon written request, the Hospital will provide a written explanation of the reason(s) for such removal.

- 1.7** The Hospital shall provide the Association and the Bargaining Unit Chair with a list of bargaining unit nurses showing the nurse's name, address, OSBN license number, telephone number (unless unlisted), FTE status, department, and date of hire and will continue to provide it on a semi-annual basis in January and July. A list of newly hired nurses with this same information and the names of terminated nurses, if any, shall additionally be provided to the Association and the Bargaining Unit Chair on a monthly basis.
- 1.8** The Hospital will provide fifteen (15) minutes to an Association representative to attend the RN Orientation to discuss contract and administration matters with newly hired nurses. This fifteen (15) minute period will only be provided during the orientation of nurses, not other Hospital employees. A newly hired nurse who attends a meeting with an Association representative will be paid by the Hospital for this fifteen (15) minute period.

ARTICLE 2 – HOSPITAL'S LEGAL AND MANAGERIAL FUNCTIONS

It is acknowledged by the parties that the constitution and laws of the State of Oregon confer upon the Hospital certain powers, duties and obligations to be exercised in the interest of the public health, safety and welfare which cannot be delegated. The Hospital expressly retains all such powers. It is further recognized by the parties that the Hospital retains all managerial rights and prerogatives except as modified by a specific provision of this contract; and that such managerial rights and prerogatives include, but are not limited to, the right and prerogative to:

1. Direct employees.
2. Hire, promote, transfer, assign and retain employees in positions, and to suspend, demote, discharge or take other disciplinary action against employees for just cause.
3. Relieve employees from duties because of lack of work or other legitimate reason related to operation of the Hospital, patient census, or any other business reason.
4. Maintain the efficiency of Hospital operations.
5. Determine the methods, means and personnel by which operations are to be conducted.
6. Take whatever action may be necessary to carry out the mission of the Hospital.
7. Determine reasonable schedules of work and establish the methods and processes by which such work is performed.
8. Determine the need for, and assign employees to, educational and training programs, on-the-job training, and other educational activities.
9. To determine issues related to long-range planning, the application of Hospital capital and other resources, including the right to liquidate, merge, or transfer such resources as the Board of Directors may determine.
10. The right to contract or subcontract any or all Hospital function or functions.

The exercise of the rights and prerogatives of the Hospital as outlined above, or decision making related thereto, shall not be subject to collective bargaining, or to the grievance procedure, including arbitration. However, nothing in this Article will be construed to waive the Association's right to bargain concerning the impact of an exercise of the Hospital's decision making authority under Items (9.) or (10.) above.

ARTICLE 3 – PROFESSIONAL NURSING CARE/ LABOR MANAGEMENT COMMITTEE

3.1 Recognition. A Professional Nursing Care/Labor Management Committee (PNLC) shall be established at the Hospital.

3.2 Responsibility. The Hospital recognizes the function of the PNLC to make objective recommendations with regard to nurse practice and patient care issues, to foster a positive and collaborative relationship between the parties leading to expeditious resolution of issues based on mutual respect and acknowledgement of each party's legitimate organizational interests, to advance the mission of the Hospital by strengthening employee involvement, and to identify areas in which the central objectives of the Hospital and the nurses are congruent. The Hospital and the Association will duly consider such recommendations and will respond to the Committee in writing in a timely fashion.

3.3 Objectives. The objectives of the Committee shall be limited to:

1. To consider constructively the practice of nurses.
2. To work constructively for the improvement of patient care and nursing practice.
3. To recommend to the Hospital ways and means to improve patient care.
4. Support structure for continued educational needs and opportunities.
5. Make suggestions for improvements in quality of services and other operational issues as well as employee relations.
6. Clarify contract interpretations, and address workplace issues as they arise.
7. Committee meetings are not a substitute for the grievance procedure; and the committee has no authority to settle grievances, modify or waive any provisions of this Agreement or bargain regarding wages, hours, or other terms or conditions of employment unless mutually agreed by the parties, in writing.

The parties agree that all issues listed as within the purview of the PNLC will be brought to the PNLC and not to a different task force or committee that includes managers and nurses. The PNLC may agree to establish other task forces or committees to address specific issues.

- 3.4 Composition.** The Committee shall be composed of up to three (3) registered nurses employed by the Hospital and covered by this Agreement, elected by the bargaining unit. The Hospital may select up to three (3) members of management to participate in committee meetings.
- 3.5 Frequency of Meetings.** The Committee shall meet once each quarter at a minimum and may mutually agree to additional meetings. Each Committee member shall be entitled to their regular straight-time rate, not to exceed two (2) hours, for the purpose of attending each such meeting. Such meetings shall be scheduled in a manner that seeks to minimize conflicts with existing schedules. If necessary, the Hospital shall relieve up to three nurses for the purposes of attending the meeting, except that the parties recognize that a meeting may need to be rescheduled due to unanticipated staffing requirements. The Committee shall prepare an agenda and keep minutes of all meetings, copies of which shall be posted on the bulletin board(s). Online virtual meeting option will be made available.
- 3.6 Special Meetings.** The Administration may request special meetings with the Committee, but such meetings shall not take the place of regularly scheduled meetings of the Committee. Nurses requested to attend will be compensated at the straight-time rate.
- 3.7** The Hospital will comply with its obligation under Oregon State Law to maintain a written hospital-wide staffing plan for nursing services, and will follow Oregon State Law in the development of that staffing plan.

ARTICLE 4 – PROFESSIONAL DEVELOPMENT

- 4.1 Continuing In-service Program.** The Hospital agrees to maintain a continuing in-service education program pertinent to the functioning of nurses in the Hospital, including BLS certification for all nurses covered by this Agreement.
- 4.2 Required In-service Education and Meetings.** In the event that the Hospital requires a nurse to attend an in-service educational function or meeting outside of his/her regular shift hours worked, time spent at such functions will be considered as time worked under this Agreement. A minimum of two (2) hours' pay shall be paid for attendance at mandatory meetings, when such meeting is noticed as "mandatory". Time spent at non-mandatory meetings will be compensated at the actual time spent in such meeting. When reasonably possible, the Hospital will provide coverage for any staff on duty when the meeting is deemed mandatory. Mandatory meetings noticed by the posted schedule shall be considered a "scheduled day." Missing a mandatory meeting may be considered an absence occurrence but under no circumstances will be considered a "no show". A nurse who misses a mandatory meeting for a legitimate reason is required to review the agenda and meeting minutes within thirty (30) calendar days of the date the agenda and meeting minutes are posted. An expected absence for a mandatory meeting must be communicated to the nurse's supervisor as soon as the nurse learns he/she cannot attend. Whenever reasonably possible, the Hospital will attempt to schedule such activities for multiple dates and times to provide the majority of the affected nurses an opportunity to attend. Pre-approved time off will be considered an excused absence from mandatory meetings. If a nurse is working during the times a mandatory meeting is offered and cannot be relieved for attendance, they shall be considered excused from such monthly meeting.. Whenever possible, approval and scheduling for mandatory educational offerings shall be subject to the normal Hospital work schedule posting requirements. Mandatory meeting times shall be posted at the same time as the posted work schedule, unless such scheduling is beyond the control of the Hospital, subject to the same considerations as noted above. When approval is required for an educational offering it shall be given by the Hospital within ten (10) calendar days of the request.

4.4 Mandatory certifications by position shall be determined by the Hospital. Any mandatory certification required by the Hospital will obligate the nurse to maintain the certification during their employment. If not maintained, upon notice from the Hospital, the Nurse will be taken off the schedule until certification requirement is met. The hospital shall notify nurses at thirty (30) and sixty (60) calendar days prior to expiration of required certifications via hospital email system. The nurse may be subject to disciplinary action if certification is not completed in a timely manner. Class time will be considered as time worked. Nurses in the bargaining unit will have the opportunity to participate in developing any new service or department and training program at Coquille Valley Hospital through the PNLC

Annual regulatory required training is mandatory for all Nursing staff. It is the expectation that nurses shall attempt to complete mandatory online modules during down time within their scheduled work hours. Nurses who are unable to complete mandatory online modules during down time within their scheduled work hours and are within thirty (30) calendar days of the completion deadline may ask for scheduled, paid time to complete them and time free from patient care will be granted. All such time granted to complete the program will be paid at straight time up to four (4) hours per week.

[Comment: For example, if the nurse works three 12 hour shifts in the work week and then requests additional time to complete mandatory online modules during the same work week, the nurse will be provided up to four hours of straight time to complete such work. This education time shall be paid at straight time regardless of the fact that the nurse may have worked three 12 hours shifts in the same work week.]

4.5 Non-Mandatory Education Leave. Nurses shall be allowed up to two (2) additional days of approved non-mandatory paid educational leave days per year

to be taken in units of not less than four (4) hours for the purpose of attending seminars or workshops directly related to a nurse's employment. The Hospital will evaluate and approve requests for non-mandatory educational leave and the cost of the program on a case-by-case basis. All such attendance must be approved, in advance, in writing, by the Hospital. Related expenses for such additional training seminars or workshops, if approved, will be paid according to Hospital policy or as otherwise mutually agreed between the nurse and the Hospital. A nurse granted non-mandatory education leave shall not be required to additionally work the nurse's regularly scheduled hours, but shall instead be granted the leave as work release time unless otherwise mutually agreed between the nurse and Hospital.

4.6 Educational Leave. Nurses pursuing a degree related to nursing may request an unpaid educational leave by the Chief Nursing Officer for periods up to one (1) year for study toward such degree. Approval of such requests shall be in the sole discretion of the Hospital. Seniority and benefits shall not accrue during this leave. Upon returning from the one (1) year's educational leave, the nurse shall be returned to the same or similar position previously held.

4.7 Mandatory Education

Nurses taking hospital sponsored mandatory education classes shall be paid at the rate of eight (8) hours if a program is eight (8) hours long.

Education leave will be paid for night shift nurses for mandatory education occurring on the day shift hours for the total amount of time spent in such education program. Education leave shall be paid for at the rate of eight (8) hours if a program is eight (8) hours. If the education program is less than 12 hours, the nurse will be offered the opportunity to perform assigned work so as to not lose any hours. The Hospital will use reasonable efforts to schedule mandatory education programs during the night shift and will adjust night shift schedules appropriately so as not to create an undue hardship for any nurse who wishes to attend a mandatory educational leave program during the night shift or day shift. **[Moved from Section 6.20]**

Comment: includes provision in 6.20 for pay for mandatory programs. Then includes your language. We assume that the hospital would deem working a night shift and then being scheduled for an education day the following day (or vice versa) would be an “undue hardship” to be avoided.

[Renumber remaining provisions.]

4.8 National Certification. The hospital highly encourages Nurses to pursue their National Certification in practice areas involved in providing patient care at the Hospital. The Hospital, may determine which national certifications support practice areas involved in providing patient care at the Hospital. The Hospital will reimburse the Nurse the cost of the initial certification, excluding travel, hotels, and food. If the certification test is not successfully passed the Nurses will reimburse the hospital the cost of the test. Subsequent renewal of the certification is the responsibility of the Nurse. Nurses with a National Certification/Certificates will be awarded a \$0.70 per hour differential (differential does not increase for additional certifications). Nurses will continue to receive differential pay for existing certifications in place at the time of ratification of **this** Agreement, including those the Hospital determines do not involve practice areas in providing patient care at the Hospital, until those certifications expire.

4.9 Nurses with their BSN or higher nursing degree(s) will receive a seventy cent (\$0.70) per hour differential.

ARTICLE 5 – PERFORMANCE EVALUATION

5.1 The Hospital shall provide evaluations of the professional performance of each newly employed nurse covered by this Agreement at least once within the ninety (90) calendar days after commencing employment (See Article 12.4.6) and not less than once per year thereafter. The probationary and annual performance review for a nurse is completed by their nurse manager or immediate supervisor. In the event a nurse holds a position as defined in the Oregon Scope of Practice for an RN or LPN and the immediate supervisor/manager is not a nurse, the review of the nurse’s clinical competency and professional nursing practice will

be provided by a designated nurse manager/supervisor who has first -hand knowledge of the nurse's performance and the position requirements. The Chief Nursing Officer may provide that input for positions with organizational impact. That review will be incorporated into the evaluation completed by the nurse's departmental manager.

- 5.2** An unsatisfactory annual performance evaluation may result in disciplinary action as specified in Article 11, including postponement of a nurse's advancement to the next higher step on the pay scale on the nurse's anniversary date. A written disciplinary action may result in postponement of the nurse's advancement to the next higher step on the pay scale on the nurse's anniversary date. In the event a nurse does not receive a satisfactory annual evaluation or receives a written disciplinary action or higher, and such nurse has remained at his or her present wage, the nurse shall remain at this step until he or she has received a satisfactory follow-up ninety (90) calendar day evaluation at which time the nurse may move to the next higher step on the pay scale. Should the Hospital not provide the nurse with a follow-up evaluation within ninety (90) calendar days of the unsatisfactory evaluation or written discipline, the nurse shall receive any pay step increase the nurse was otherwise eligible to receive.

ARTICLE 6 – HOURS OF WORK

- 6.1** The regular hours of work each day shall be consecutive, except for interruptions for a one-half (1/2) hour unpaid meal and two (2) fifteen (15) minute paid rest periods during each eight (8) hour shift which will be provided at times when operational needs allow. Nurses who work twelve (12) hour shifts shall have one (1) unpaid meal period of one-half (1/2) hour and three (3) fifteen (15) minute paid rest periods spread out during the course of the shift. Meal and rest periods may be taken during overtime work in similar intervals as are provided during each shift. To ensure compliance with all contractual requirements with respect to meal and break periods, the Hospital will provide adequate staffing in a manner consistent with the Hospital's staffing plan. Nurses shall not be scheduled to rotate shift without the nurse's consent. Regular hours for beginning and terminating

shifts shall not be modified on less than five (5) working days' notice, except in cases of emergency occasioned by conditions beyond the Hospital's control, such as unscheduled employee absence. Nurses may not exchange shifts or substitute for another nurse if the exchange would result in overtime pay without prior written approval by their Manager.

- 6.2** The workday shall consist of a twenty-four (24) hour period which shall commence at the beginning of the nurse's regular shift. A normal shift shall consist of eight (8) consecutive hours of work, exclusive of one-half hour (1/2) meal period to be taken as near as practicable to the middle of the work shift, and two (2) paid fifteen (15) minute break taken in accordance with the needs of the Hospital and the shift. Alternative straight-time workdays shall consist of ten (10) or twelve (12) hours with similar meal and break periods. **Nurses scheduled for twelve (12) hour shifts shall receive three (3) paid fifteen (15) minutes breaks.**

Nurses working a twelve (12) hour schedule shall receive time and one half (1-1/2) for working a fourth (4th) or fifth (5th) consecutive day even if such fourth (4th) or fifth (5th) consecutive work day is in a different work week. After the fifth (5th) consecutive work day, the work week will be considered to have reset and the time and one-half (1-1/2) differential shall not apply. However, the Hospital will use every reasonable effort to not schedule nurses more than five (5) consecutive work days. Nurses on a forty (40) hour work schedule shall receive time and one-half (1-1/2) their regular hourly rate for all work in excess of eight (8) hours in a day, forty (40) hours in a week, and on the sixth (6th) consecutive and seventh (7th) consecutive day of work in the same work week. Alternatively, with the nurse's consent, an employee's schedule for overtime purposes will be eighty (80) hours in a period of two (2) work weeks. Nurses on a twelve (12) schedule will be paid two times their regular pay for all overtime hours worked beyond sixteen (16) hours in a workday. The Hospital may elect to schedule nurses in four (4) hour increments by mutual agreement between the nurse and the Hospital on a scheduled posting-by-posting basis. In no event will hours compensated at overtime be included for purposes of computing additional overtime. Overtime pay shall include shift differential as specified in that section of this contract.

- 6.5** It is understood by both the Hospital and the Association that every reasonable attempt will be made to provide employees with meal and rest periods in accordance with this agreement. If a nurse is unable to take a meal break, such nurse shall be paid for that time provided the nurse certifies in the Hospital timekeeping system that such nurse has not had a meal break during the scheduled shift
- 6.6** Work schedules for each month shall normally be posted by the 17th of the month prior. Nurses requesting days off on the next schedule to be posted must have their request in by the first of the month preceding the month in which they request time off. The Hospital shall notify a nurse who submits a request for days off on the next schedule of the approval or denial of such request within fourteen (14)) calendar days of the date of the written request is received, and, in any event, no later than the date the next schedule is posted. Full- and part-time nurses shall be scheduled the set number of hours of their position on the posted work schedule. Schedule changes following posting shall be made only with the consent of the nurse. Nurses will not be scheduled to rotate shifts without the nurse's consent; a nurse who signs up to work a shift other than their normally scheduled shift shall be deemed to have consented. Night shift nurses will have their shifts scheduled consecutively to provide them with a predictable pattern and allow a predictable sleep schedule to the extent reasonably possible given Hospital operating and staffing needs. Monthly scheduled night shift assignments which result in non-consecutive night shift work schedules shall be distributed in a fair and equitable manner whenever operationally reasonable. Once posted, the Hospital shall have no obligation to revise schedules pursuant to nurse request (except in cases of illness, emergency, or paid leaves specified under Article VIII) or nurse convenience unless: (1) the nurse requesting the change has secured in advance

a qualified replacement bargaining unit nurse to cover his or her scheduled hours, and (2) the replacement nurse can substitute at straight time hours.

6.6.1 Requested schedule changes must be submitted electronically will be approved electronically following the Hospital's process.

6.6.2 After the posting of the work schedule on a pre-announced day (typically, the 17th of the month pursuant to Article 6.6), regular full- and part-time nurses shall be given the first opportunity to schedule extra available shifts, followed by casual nurses. If the shift has not been filled after one week, schedule vacancies can be filled by ly temporary nurses (including traveler and agency nurses), This section shall not require the Hospital to schedule any nurse at an overtime rate of pay if other nurse(s) are available to perform the required work at straight time rate of pay. Multiple requests to fill an extra shift shall be scheduled based on the earliest request and on an equal distributive basis. Once open spots on the posted schedule have been assigned by the Hospital such nurse shall not be bumped from the schedule even if the assigned shift is at an overtime rate of pay.

6.6.3 Once the new scheduling and time-keeping system (Kronos) is implemented, schedule vacancies will be offered to bargaining unit employees for at least forty-eight (48) hours prior to the Hospital filling the vacancies with agency nurses. If there are multiple offers to fill the extra shift made within the forty-eight (48) hour window, the shift will be filled in the following order: regular part-time nurses, casual nurses and then regular full-time nurses. This section shall not require the Hospital to schedule any nurse at an overtime rate or other premium rate of pay if other nurse(s) are available to perform the required work at straight time rate of pay. Once open spots on the posted schedule have been assigned by the Hospital such nurse shall not be bumped from the schedule even if the assigned shift is at an overtime rate or premium rate (s) of pay or other premium rates.

6.7 The Hospital will use every reasonable effort to schedule all regular full- and part-time nurses every other weekend off. All nurses shall participate in their unit's weekend scheduling rotation on an equitable basis. Casual nurses shall participate consistent with their position requirement. The weekend will be defined as the forty-eight (48) hour period from 7:00 p.m. Friday to 7:00 p.m. Sunday, except for night shift nurse's the weekend will be defined as the forty-eight (48) hour period from 7:00 p.m. Saturday to 7:00 p.m. Monday. Nurses working a weekend shift as defined herein shall be paid a weekend differential of \$1.50 per hour during each such shift.

6.8 Routinely scheduled weekend tours of duty or alternate patterns of work shift schedules for regular nurses may be arranged by mutual agreement with the Chief Nursing Officer or Department Manager, and shall not be subject to the above time and one-half (1-1/2) provisions. Nurses in addition may periodically waive hour, day, or consecutive weekend premium pay in writing for a specific work week or work day in order to obtain additional hours provided that this waiver is not a violation of the law. The Hospital may not solicit nurses for such a waiver. The Hospital will provide the Association with a copy of all premium waivers within fourteen (14) calendar days of such waiver.

6.9 **Clocking In Procedure:** Nurses shall clock in at the beginning of their shift and out at the end of their shift. Nurses shall clock in upon arriving at the unit for work and out when they leave the unit at the end of their day.

6.10 [Renumber remainder of Article.]

A nurse whose hours are reduced due to low census may be either called off, in which case the nurse has with no further responsibility to the Hospital and is not paid, or assigned to be on-call status, in which case the nurse shall normally be expected to report to work as soon as possible within thirty (30) minutes following notification. On-call assignments shall only be assigned as determined by the Hospital. Nurses assigned to be on-call shall be paid \$4.25 per hours while on on-call status. Nurses who are called back from Hospital assigned on-call status will

receive pay at the rate of time and a half for the period of time they return to work, including applicable shift differentials. On-call pay shall end upon the nurses' return to work.

6.10 Casual nurses as defined below shall not be eligible for medical-dental coverage or other fringe benefits under this Agreement but shall receive twenty percent (20%) of base salary (step) per hour in addition to their regular hourly rate in lieu of paid time off, medical/dental/vision insurance, life insurance, short and long-term disability insurance and retirement benefits.

6.11 Nurses who are scheduled, report for work and are directed to work only a portion of their straight-time shift shall be paid for not less than four (4) hours. This provision shall be inapplicable if the Hospital makes a reasonable documented attempt to notify the nurse not less than two (2) hours in advance of his/her starting time and directs the nurse not to report for work.

6.12 Each nurse shall be responsible for providing the Hospital with the nurse's current address and telephone number. Messages left with another person or on electronic answering devices at such number shall constitute notice to the nurse for purposes of Section 8.

6.13 Payroll. The Hospital will supply itemized paychecks to nurses every other week as well as providing an itemized pay stub. In addition the Hospital, at no cost to the nurse, shall electronically deposit the nurse's pay into an approved bank or credit union account upon his or her written authorization.

6.14 Definitions.

1. **Regular full-time:** A full-time employee is defined as someone who is regularly scheduled to work a minimum of thirty-two (32) hours per week or more.

2. **Regular part-time:** A part-time employee is one who averages less than thirty-two (32) hours per week but more than twenty (20) hours per week.
3. **Work week:** same as calendar week (Sunday 12:00AM – Saturday 11:59PM).
4. **Casual nurses:** A casual nurse is someone who is hired to provide coverage as needed by the Hospital, with no guarantee of any minimum or maximum hours. Casual nurses must be available to be scheduled a minimum of three (3) vacant shifts per calendar month of their choice, one (1) of which must be on a weekend, to be specified by the nurse by 5:00 pm on the 1st of the month prior to the posted work schedule. Additionally, a casual nurse must be available to work one (1) major holiday per year, i.e., Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas Day, New Year's Day for day shifts, and the "Eve" of above holidays for night shifts. If a casual nurse fails to meet the above requirement twice in a calendar year, the nurse will receive a letter that if they fail to meet this requirement again their employment with the Hospital will be terminated. A list of holidays for the following year shall be posted with the current year's December work schedule (Example: 2021's holiday sign up will be posted when December 2020's schedule is posted) for casual staff to sign up for the one (1) major holiday for the year. Casual staff may alternatively sign up to work four (4) additional hard-to-fill shifts, above and beyond their base requirement of three (3) vacant shifts per calendar month, consisting of any combination of Christmas Eve Day, Christmas Night, New Year's Eve Day, New Year's Night, Easter, Memorial Day weekend or Labor Day. Weekend shifts to add up to the three (3) additional shifts. Per-diem staff shall sign up for such shifts no later than thirty (30) calendar days after the listing was posted. Those nurses who do not sign up in the allotted time, or do not fulfill the required amount of shifts may be subject to the progressive discipline process.

[Comment: The Hospital would expect to issue a written warning for casual nurses who do not sign up for the allotted time required by the above section. This warning is not considered disciplinary in nature but could result in the nurse being removed from the available casual list.]

5. Probationary Period. A nurse newly hired in the bargaining unit shall be on probationary status during the first ninety (90) calendar days from the employee's most recent date of hire. A worked day shall consist of any day in which an employee covered by this Agreement actually works four (4) hours or more. The probationary period of a nurse evaluated as less than satisfactory may be extended by mutual agreement between the Hospital and the Association; the terms of such extension shall be specified in writing by the Hospital with a copy to the nurse. During the probationary period, or any extension thereof, a nurse may be discharged without notice and without recourse to a grievance procedure.

6.15 Nothing contained in this Agreement shall be construed as a guarantee of any number of hours of work per day or per week.

6.16 Any claim for wages, overtime or other complaint involving employee compensation or employee payment or overpayment of any benefit referenced in this labor agreement must be presented in writing to the employee and/or the Hospital within the greater of fourteen (14) calendar days of the date on which the employee is paid for the period in which he or she or the Hospital claims a discrepancy, or within fourteen (14) calendar days of the date the employee or Hospital has knowledge or should have had knowledge of the discrepancy; otherwise, the Association, the Hospital and employee agree that payment has been made in full and the right to protest, seek reimbursement, or file a grievance over such discrepancy is waived in all respects.

6.18 The workday shall consist of a twenty-four (24) hour period which shall commence at the beginning of the nurse's regular shift. The effected nurses will work under a seven (7) day, forty (40) hour calendar work week. No more than three (3) consecutive twelve (12) hour shifts shall be scheduled without the

nurse's consent. Nurses in the designated units working under a twelve (12) hour schedule will receive time and one-half (1-1/2) for all hours worked over twelve (12) hours in a work day or in excess of thirty-six (36) hours in a work week, and two times (2X) the nurse's regular pay for all overtime hours beyond sixteen (16) hours in a work day.

[Moved to 6.2]

6.20 The standard shift differential that is applicable to the majority of the hours of the twelve (12) hour shift shall be applied to and paid for all hours of the shift.

6.21 Once established, the Bargaining Unit or the Hospital may provide written notice to the other party no less than thirty (30) calendar days prior to a decision to discontinue such twelve (12) hour shifts. If discontinued, Nurses shall re-bid on postings based on seniority. **[Previous two sentences have been moved to Section 15.8]**

6.23 No Pyramiding. Premium or overtime payments for hours worked, including but not limited to overtime premium payments, and consecutive twelve (12) hour shift premium payments shall not be duplicated or pyramided for the same hours worked or paid for under any of the terms of this Agreement, and to the extent hours are compensated for at overtime or premium rates under one provision of this Agreement, they shall not be counted as hours worked under the same or any other provision of this Agreement. This Section shall not apply to any hourly premium payment made to a nurse who actually works on a holiday recognized under this Agreement, or to hours worked as a Short Notice Shift (less than 2 hours' notice).

6.24 Surgery department nurses will continue to be compensated at time and one half the nurses' regular rate of pay for hours worked in excess of eight (8) hours per day.

ARTICLE 7 – UNPAID LEAVES

- 7.1 Leaves of Absence.** In the sole discretion of the Hospital, a nurse may be granted a personal leave of absence, other than medical leave of absence, after six (6) months of service. All such requests must be presented in writing to the Chief Nursing Officer as far in advance as possible. A leave of absence protects an employee's accrued service record; however, a nurse will not accrue benefits or build service time during the leave, unless the leave is for four (4) weeks or less.
- 7.2 Educational Leave.** Nurses pursuing a degree related to nursing may request an unpaid educational leave by the Chief Nursing Officer for periods up to one (1) year for study toward such degree. Approval of such requests shall be in the sole discretion of the Hospital. Seniority and benefits shall not accrue during this leave. Upon returning from the one (1) year's educational leave, the nurse shall be returned to the same or similar position as previously held.
- 7.3 Military/Peace Corps Leave.**
- 7.3.1** The Hospital and Association agree to comply with all of the requirements of the Uniform Service Employment and Reemployment Rights Act (USERRA). Employees covered by USERRA shall be subject to all regulations contained in the statute which must be satisfied for employees to remain covered by USERRA. Nurses employed by the Hospital who are members of the National Guard or Armed Services Reserves are entitled to paid annual leave of fifteen (15) consecutive calendar days. The hours the nurse would have been scheduled to work during annual military training shall count towards qualification for fringe benefits. Nurses shall inform the nursing office of the dates for their annual training by the tenth (10th) of the month preceding the month in which annual training occurs.
- 7.3.2** Military veterans may request Veterans' Day off work in accordance with Oregon law, so long as they give at least twenty-one (21) calendar days'

advance notice. The Hospital reserves the right to deny such leave in the event of significant economic or operational disruptions, or undue hardship.

- 7.4** The Hospital shall have no obligation to provide the paid benefits of medical insurance coverage, funeral leave, jury duty compensation, or retirement contributions to any nurse during such period of time that the nurse is on an approved unpaid leave of absence of thirty (30) consecutive calendar days or greater for any purpose except to the extent otherwise required by law.
- 7.5 Compliance with Oregon Sick Leave.** The hospital and the Association agree that the hospital shall comply with Oregon Sick Leave laws and no provision of this contract shall be interpreted in a manner that is not in compliance or waives any rights permitted by the Oregon Sick Leave law.
- 7.6 Compliance with ADA.** The Hospital and the Association agree that the Hospital may be required to take actions to comply with the Americans with Disabilities Act (ADA) to avoid liability under the provisions of said Act. The Hospital may take any action that it is obligated to take under the ADA provided such actions do not violate any terms of the parties' labor agreement including but not limited to the seniority provisions of this Agreement.
- 7.7 Family and Medical Leaves.** Unpaid family leave shall be in accordance with applicable state and federal laws, including the Oregon Family Medical Leave Act (OFLA) and the Family and Medical Leave Act (FMLA) of 1993. An unpaid leave of absence for up to twelve (12) weeks will be provided to eligible employees for certain family or medical reasons under the Acts.
- 7.7.1 Eligibility.** Eligibility for family and medical leave is detailed in the Hospital Personnel Policy.
- 7.7.2 Qualifying Purposes.** Eligible employees may request family and medical leave for the following purposes:

1. The addition of a child to the family through birth, adoption, or placement by foster care ("parental leave");
2. A serious health condition of the employee's spouse, child or parent, and under OFLA, non-disabled child over age eighteen (18), parent-in-law, grandparent, grandchild, same-sex domestic partner and parents or child of an employee's same-sex domestic partner. A serious health condition includes any pregnancy related illness that incapacitates an employee and prenatal care. Doctor's visits may be included if required for a serious medical condition;
3. A serious health condition that prevents the employee from performing his or her job; to care for an injured service member (Armed Forces, National Guard and Reserves) who is the employee's spouse, child, parent or next of kin, with a serious injury or illness incurred on active duty and for a covered veteran undergoing medical treatment, recuperation or therapy for a serious illness or injury that was sustained any time up to five (5) years preceding the treatment ("military caregiver leave"); for a qualifying exigency arising out of the employee's spouse, child or parent's active duty, or call to active duty in the Armed Forces, National Guard or Reserves ("qualifying exigency military leave.")

Under OFLA, eligible employees may also request family and medical leave for:

1. The care of a minor child who is ill and requires home care, only if the child does not have a serious health condition, provided another family member is not willing and able to care for the child, and to care for an employee's child whose school or place of care has been closed in conjunction with a statewide public health emergency declared by a public official ("sick child leave");

2. For up to fourteen (14) regularly-scheduled work days per deployment arising out of the employee's, spouse's, or registered domestic partner's active duty or call to active duty in the Armed Forces, National Guard or Reserves.
3. For up to two weeks of leave per death of a family member, up to a maximum of twelve weeks per leave year, for dealing with the death of a family member, attending the funeral (or alternative) of the family member, making arrangements necessitated by the death of a family member, or grieving the death of a family member ("bereavement leave").

In addition to the basic twelve (12) week family leave entitlement, eligible FMLA employees are entitled to take up to twenty-six (26) weeks of leave in a single twelve (12) month period (that includes leave for any other FMLA purpose) for military caretaker leave. Eligible OFLA employees may qualify for additional family medical leave under OFLA up to a maximum of thirty-six (36) weeks for a female employee and twenty-four (24) weeks for a male employee in the following circumstances:

1. Up to twelve (12) weeks leave for an illness, injury or condition related to pregnancy or childbirth that incapacitates the employee; and
2. Up to twelve (12) weeks of sick child leave for those employees who take twelve (12) full weeks of family leave as parental leave provided the child does not have a serious health condition.

7.7.3 General Provisions.

1. **Notice.** Employees must give the Hospital at least thirty (30) calendar days' notice of leave unless such leave is unforeseeable, employees must give the Hospital oral notice within twenty-four (24) hours of when the employee's

leave starts and provide written notice within three (3) calendar days of the employee's return to work.

Employees must make reasonable efforts to schedule treatment for serious health conditions and/or for planned treatment in a manner that does not unduly disrupt Hospital operations. Employees will be required to submit a request for an extension of their family leave of absence every thirty (30) calendar days where applicable and in accordance with the law.

A notice by the Hospital will be given to the nurse taking the leave informing him or her of the arrangements for payment of health insurance premiums, whether the nurse will be required to provide medical certification for leave, etc., in accordance with FMLA and OFLA including the consequences of inaction.

2. Employees are responsible and must provide sufficient information for the Hospital to determine if the leave may qualify for family medical leave protection and the anticipated timing and duration of the leave. Employees also must inform the Hospital if the requested leave is for a reason for which FMLA and/or OFLA leave was previously taken or certified. The consequences for failing to provide adequate notice for OFLA-only leave or that the Hospital may reduce the period of unused OFLA by the number of days the employee took leave without notice (not to exceed three (3) weeks per leave year).
3. **Twelve (12) Month Leave Period.** The leave calculation year for family medical leave is twelve (12) months starting with the first day family leave is taken by the employee (twelve (12) month "looking back" method).
4. **Paid, Other Leave to Run Concurrently.** Leave granted under state workers' compensation laws will be treated in accordance with the state

workers' compensation laws and will run concurrently with family medical leave covered by FMLA, and will run concurrently with family medical leave covered by OFLA if the workers' compensation claim is denied, or if the employee rejects a light-duty offer. Paid leaves and unpaid leaves run concurrently with unpaid family medical leave where allowed by law. Any accrued paid leave, such as PTO leave, must be substituted for unpaid family medical leave and taken before the remainder of family medical leave is taken as unpaid leave, except that the nurse may retain up to eighty (80) hours of accrued PTO. Leave under OFLA runs concurrently with leave under FMLA in many circumstances.

5. **Medical Certification.** The Hospital may request in writing a required medical certification of the employee's own serious health condition and serious health conditions of the employee's family member. The employee will be required to provide the completed and sufficient certification in a timely manner. The Hospital will also require returning employees to provide a certification of fitness to return to work periodic re-certifications supporting the need for leave may be required. Employees who use sick child OFLA leave on all or any part of three (3) separate days in a twelve (12) month leave period may be required to provide medical documentation from the child's doctor to verify that the child was ill and required home care for all subsequent uses of sick leave in the twelve (12) month period. Certification of spousal/domestic partner deployment, qualifying exigency and military caregiver leave. The Hospital will require certification of OFLA spousal or registered domestic partner deployment leave, and of FMLA qualifying exigency, and the serious illness or injury of the covered service member military family leave. The employee need just respond to such a request in a timely, complete and sufficient manner, within fifteen (15) calendar days of the request. Failure to provide a timely, complete and sufficient certification may result in denial or delay of continuation of leave. Under

OFLA the Hospital must pay "out of pocket" expenses for medical verifications required as a condition of continuing employment.

6. **Intermittent/Reduced Schedule Leave.** Intermittent and reduced schedule leave is available in accordance with the law. Intermittent or reduced schedule leave is not available for family leave used for birth, adoption or foster placement. In other situations where intermittent or reduced schedule leave is available and foreseeable, employees may be temporarily transferred to available alternative positions that better accommodate intermittent or reduced schedule leave in accordance with OFLA and FMLA and this Agreement.
7. **Reinstatement.** Generally, employees returning from leave will be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms (including shift) unless their former position has been eliminated for bona fide business reasons, where the employee may have no reinstatement rights. Reinstatement following OFLA leave is generally to the employee's former position, unless the position has been eliminated, in which the employee may be entitled to reinstatement to an available, equivalent job.
8. **Continuation of Benefits.** Employees on FMLA qualified leave are entitled to continue health benefits on the same terms and conditions as active employees for up to twelve (12) weeks in a leave calculation year. The Hospital will recover premiums paid on behalf of an employee who does not return to work for reasons other than a serious health condition of the employee or family member or other circumstances beyond the control of the employee. Human Resources personnel policies have specific details, and applications for family medical leave.

7.8 Reinstatement. In the case of return from family leave or military leave, a nurse shall be reinstated in accordance with state and federal law, and in accord with other applicable provisions of this agreement.

7.8.1 For other authorized leaves of absence of up to one hundred twenty (120) calendar days, a returning nurse shall be reinstated in the same position they were employed before commencement of leave.

7.8.2 For authorized leaves of absence in excess of one hundred twenty (120) calendar days, if the nurse's original position is not available, the returning nurse will be offered the first comparable available position, including shift, for which the nurse is qualified. If the nurse declines or fails to respond to such offer, the Hospital will not be contractually obligated to recognize further reinstatement rights.

7.8.3 A nurse who returns from a leave of absence to a different position that they left, will have first option to fill the first opening that occurs in the position they left for the two-year period following her return to a different position.

7.8.4 If a nurse asks to return from leave to work earlier than originally planned with reasonable notice, the Hospital is obligated to promptly restore the employee as noted above.

7.8.5 A nurse who, without good cause, fails to report for work on their next scheduled work day following termination of a leave of absence including family leave will be considered to have voluntarily resigned their position, unless extended.

ARTICLE 8 – PAID LEAVES

8.1 Funeral Leave. Nurses shall be allowed five (5) days off with pay at straight time for the purpose of attending the funeral and assisting in arrangements therefore in

the event of death of the nurse's spouse or child. In the event of a death by other members of the nurse's immediate family, the nurse shall be granted three (3) days off with pay. Paid days off will be limited to the nurse's scheduled workdays. Scheduled days off will not be changed to avoid payment for funeral leave. Other members of the nurse's immediate family, for purposes of this section, shall be defined as outlined in any applicable state or federal law. If a nurse is eligible for unpaid bereavement leave under the Oregon Family Leave Act (OFLA), such leave will run concurrently with paid Funeral leave under this provision.

8.2 Jury Leave. A regular full-time nurse who is called to perform jury duty will be permitted the necessary time off to perform such service, and will be paid the difference between the regular rate of pay for the scheduled workdays missed and any jury duty pay received (less mileage). The nurse must make arrangements with his/her Manager in advance of the actual jury service. Jury duty pay shall be extended only to employees who are called, not employees who volunteer, and shall be limited to a maximum of twenty-two (22) working days per year. The employee must furnish a signed statement from a responsible officer of the court as proof of jury service and pay received. If a nurse working the day shift is excused from jury service prior to 1:00 p.m. on any day of jury duty, the nurse shall be required to contact the Department Manager immediately for assignment for the remainder of the shift.

8.3 Court Witnesses.

8.3.1 A nurse who is required to testify in a legal proceeding on behalf of the Hospital will be compensated for all time spent in official trial and pretrial discovery proceedings.

8.3.2 A nurse who is subpoenaed to appear as a witness in a legal proceeding to which the Hospital is not a party to testify concerning matters involving the nurse's employment at the Hospital or involving events which took place while performing such duties shall be compensated at straight-time pay during the nurse's scheduled workday.

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

ARTICLE 9 – INSURANCE AND RETIREMENT PROGRAMS

9.1 The Hospital will continue to provide medical and dental plan benefits substantially equivalent to those previously in existence on of October 1, 2020. Medical benefits are provided through OEBC, dental benefits are currently provided through Willamette Dental and Delta Dental and vision benefits are provided through VSP. The parties agree and understand that the dental and vision providers may change during the term of this Agreement. If such benefits are not available in the local marketplace, the parties shall meet and attempt to negotiate a substitute benefit program. The period of negotiation shall not exceed forty-five (45) calendar days after written notice of unavailability of such benefit plan(s) is sent to the Oregon Nurses Association. If negotiations do not lead to mutual agreement to a substitute benefit program, the Hospital shall supply an equivalent value benefit to nurses who would otherwise have been eligible for participation. Such benefit will include a Hospital payment directly to a health insurance carrier in an amount equivalent to the Hospital's monthly premium obligations under this agreement in lieu of the previous benefit programs. Any surcharge for duplicate health insurance coverage required by the medical benefits provider will be paid by the covered employee.

9.1.1 The Hospital will provide fully paid employee coverage no less than the prior year's coverage, which shall be considered the Base Plan, for each eligible regular full-time and part-time nurse. The Hospital and employee premiums are set forth as Addendum A.

9.1.2 The Hospital shall also provide vision coverage, for full-time and part-time employees.

- 9.1.3** The Hospital shall also provide dental coverage for full-time and part-time employees. Premium payments are set forth in Addendum A
- 9.1.4** The Association will be given written notice and an opportunity for discussion at least thirty (30) calendar days prior to decision on any revisions in the plan benefits in effect as of the date of this Agreement.
- 9.1.5** Medical insurance benefits shall be made available to nurses who are on leave or laid off for up to eighteen (18) months as defined by applicable law. The COBRA rate (including all legally permissible administrative charges) will be charged as a condition of contribution of such medical coverage.
- 9.1.6** For purposes of compliance with the Affordable Care Act requirements, the Hospital will use the IRS Approved look back measurement period to determine part-time or casual employees' eligibility for health insurance coverage in the following year.
- 9.1.7** On an annual basis during the Hospital's open enrollment period, the Hospital will allow employees to opt out of medical coverage in exchange for a taxable payment of one hundred dollars (\$100) per month, if the employee meets each the following requirements:
- a. The employee certifies in writing that the employee wishes to decline the coverage offered by the Hospital because the employee has alternate coverage that is not individual market coverage (individual market coverage includes coverage obtained on a state healthcare exchange or in the private market, Medicare Part B, Medicare Part C, and Medicare Part D) for the employee and the employee's tax dependents.
 - b. The alternate coverage is not coverage provided by the Hospital.

- c. The employee certifies that the one hundred dollars (\$100) monthly payment will be treated as regular wages subject to applicable taxes and withholding requirements. Opt out payments shall only be processed on the first full pay period following the end of the prior month in which the opt out occurs provided the employee remains a full-time or part-time employee on the date the payment is made.
- d. The employee provides evidence of the coverage described in a. above.
- e. The employee's certification of his or her intention to opt out and the evidence of alternate coverage are delivered to the Hospital's open enrollment coordinator during the open enrollment period to which the period of coverage relates.
- f. The employee and all of the employee's tax dependents maintain the alternate coverage throughout the plan year.

9.1.8 Notwithstanding the above, the insurance provider shall have final authority to determine whether it will permit the requested opt-out to occur or continue to allow the opt-out process during the term of this contract. Should OEBB change its policies to prohibit employees from opting out of health insurance coverage during the term of this agreement, the Hospital may rescind permission for any employee to continue to opt-out of Hospital provided health insurance.

9.2 The Hospital shall provide life insurance paid for by the Hospital equal to one hundred thousand dollars (\$100,000) for full-time nurses and sixty thousand dollars (\$60,000) for part-time nurses , along with an equal amount of accidental death and dismemberment coverage for each full and part-time nurse.

9.3 The Hospital shall at Hospital expense maintain the current retirement program which shall include the following provisions for full-time and part-time nurses:

1. **Base Provisions.** Each September the Hospital shall contribute three percent (3%) of the participating employees' total gross wages to the retirement program.
2. In addition to the three percent (3%) contribution described above, the Hospital will provide an additional matching contribution of twenty-five cents (\$0.25) for each dollar contributed by the employee up to an additional one and a half percent (1-1/2%) of their salary for a total of four and a half percent (4.5%) contribution by the Hospital. For example, if a nursing employee decides to contribute an extra one hundred dollars (\$100) per month of their salary to the retirement program, the Hospital will provide an extra twenty-five dollars (\$25) (assuming this is not more than one and a half percent (1-1/2%) of the employee's total salary) to equal a total contribution of four and a half percent (4.5%) by the Hospital.
3. Employees are eligible to participate in this retirement program after completing twelve (12) months of employment. Participation will begin the first day of the month following the month in which the twelve (12) month waiting period has been met.
4. Contributions for the matching and base plans shall occur on an annual basis each September. Nurses once qualified for the matching plan shall subsequently remain qualified, provided further that it is anticipated that they will meet qualifying hours on an annual basis. Nurses once qualified for the base plan must have been scheduled or worked a minimum of one thousand (1,000) scheduled or worked hours to qualify for the contribution for the full calendar year. All contributions by the Hospital and employee shall be deposited by no later than September 30.
5. Vesting of Hospital contribution to begin in the first year of plan participation, with employees vesting twenty percent (20%) per year

and becoming fully vested at the end of no more than five years of service. All vesting in the new plan will be at the employee's current or new schedule, whichever is a higher percentage. Employees shall be immediately and fully vested in employee contributions.

9.3.1 The prior retirement plan shall continue without further contributions and shall be protected by a single annuity contract. All employees sixty percent (60%) or more vested in this plan will become one hundred percent (100%) vested.

9.3.2 The above description of the Hospital's retirement program is not intended to be an exhaustive review of employee's rights and responsibilities. The retirement plan document shall control in the event of any inconsistency between the terms of this agreement and the plan document, providing it sets forth substantially equivalent or greater benefits as those set forth above.

9.3.3 No later than June 30 each year, the PNLC shall review and make suggested changes to the retirement benefits offered at the Hospital. The hospital shall give not less than sixty (60) days' notice to the Association of any proposed changes to any such benefits.

9.4 Emergency treatment received in the Emergency Department for an on-the-job illness or on-the-job injury will be provided at no cost to the nurse. When there has been an on-the-job injury, the nurse shall make an application for state accident benefits.

9.5 The Hospital shall offer at no cost to the full time nurse a long-term disability plan in an amount equal to sixty percent (60%) of the employee's pre-disability monthly income when coordinated with Social Security Benefits, Workers' Compensation and/or Pension benefits until age sixty-two (62). There shall be a two thousand dollars (\$2,000) maximum monthly benefit with a ninety (90) calendar day waiting period.

9.6 Hospital paid monthly medical and dental premiums will be paid for eligible employees beginning with the first of the month following completion of sixty (60) calendar days of employment.

9.7 The Hospital shall continue to offer a cafeteria 125 Tax Plan that shall include health care and child care costs so long as such plans are available on a tax advantaged basis pursuant to the provisions of the Internal Revenue Code requirements.

ARTICLE 10 – WAGES

10.1 Nurses shall be compensated as provided in the wage schedule attached to this Agreement marked “Appendix A,” and by reference made a part of this Agreement.

10.2 Recent continuous experience shall be defined as clinical nursing experience in an acute care setting without a break in nursing experience which would reduce the level of practical nursing skills. The Human Resources Manager in consultation with the CNO and/or Nurse Manager shall review the nurse’s experience and years of continuous service at date of hire to determine years of continuous service for application to this contract mutually agreeable to both.

10.3 Step placement shall be subject to the following guidelines:

10.3.1 For work experience in an acute care and/or sub-acute skilled nursing setting, a full year of credit shall be given for each year. Casual part-time work shall be at fifty percent (50%).

- 10.3.2** LPN experience shall be counted at seventy five percent (75%), unless that work was in an acute hospital setting, then one hundred percent (100%) of the credit shall be given.
- 10.3.3** For work experience in a nursing home or clinic setting or as nursing school instructor, fifty percent (50%) of the credit in this section shall be given.
- 10.3.4** For work experience as an RN manager where a majority of work was providing direct patient care, one hundred percent (100%) of the credit in this section shall be given. For work experience as an RN manager not providing direct patient care, fifty percent (50%) of the credit shall be given.
- 10.3.5** Nurses who have worked at the Hospital in the previous twelve (12) months shall be hired at a step equal to or greater than the rate of pay the nurse was receiving at the time of termination.
- 10.3.6** All previous work experience must be documented in the nurse's personnel file, on the employment application and/or resume.

ARTICLE 11 – DISCIPLINE AND DISCHARGE

11.1 Disciplinary action may be administered by the Hospital only for just cause and may include, but will not be limited to, oral reprimand, written reprimand, extension of probation, demotion, suspension and discharge. To the extent that it is feasible, an oral reprimand will be given by a supervisor in a manner least likely to cause embarrassment of the nurse before other employees, patients or the public. A grievance involving disciplinary action shall be filed first with the person who originated the disciplinary action. A Performance Improvement Plan (PIP) may be issued separately or in conjunction with discipline. A PIP is not mandatory for every disciplinary event. If the Hospital has indicated that a nurse will be placed on a PIP and if a PIP is not provided to the nurse or the follow up outlined within the disciplinary action and/or PIP does not

happen within the specified timeframe therein the nurse shall not be subject to progressive discipline based on that event.

- 11.2** Oral reprimands shall be subject to the grievance procedure, but shall not be subject to arbitration.
- 11.3** All disciplinary actions shall be recorded in writing (with the exception of oral counseling) and signed by the nurse to acknowledge receipt. If the nurse refuses to sign, the manager will note the refusal on the written document and, if a representative of the Association is present, the representative shall sign as a witness. The written document shall be placed in the employee's personnel file and a copy of the document shall be provided to the nurse receiving such discipline at the time it is administered. Employees shall have the right to a personal interview with the persons giving the reprimand and making the entry by making a request for such interview in writing within ten (10) calendar days from the receipt of the written notice. The employee shall have the right to be accompanied at the interview by a representative of the Association, and shall have the right to submit a written rebuttal to the employee's personnel file within thirty (30) calendar days from issuance of the disciplinary action.
- 11.4** The Hospital shall advise the nurse, in advance whenever possible, if a requested meeting may result in disciplinary action. Where an investigatory meeting may lead to disciplinary action, the Hospital will inform the nurse that he/she may request to have another employee or Association representative present. Such other employee or representative shall be present solely to advise the nurse, consistent with the Weingarten standards established by the Employment Relations Board and shall not act as a spokesperson for or advocate of the nurse in such meeting.

ARTICLE 12 – GRIEVANCE PROCEDURES

- 12.1 Definition.** "Grievance" shall mean a claim by an employee that a specific provision of this Agreement has been violated.

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

12.3 Association and Nurse Participation. The Association shall receive copies of all grievance notices and shall be entitled to participate in all of the grievance procedures. An employee or an Association representative may initiate a grievance under this Agreement. Once a grievance is filed it shall be processed solely by the Association as the exclusive collective bargaining representative of employees under this Agreement. The Association shall not be required to process any grievance which it believes lacks sufficient merit and any such determination made in good faith shall be dispositive of the grievance.

12.4 Grievance Procedure. The steps of the grievance procedure shall be as follows:

1. After first attempting to resolve the grievance informally with the nurse's superior, the nurse may file a grievance in writing with the department head within fourteen (14) calendar days from the occurrence which is the subject of the grievance, or from the time the nurse knew or reasonably should have known of such occurrence. The written grievance shall contain a statement of the relevant facts, the nature of the grievance, the provisions of the labor agreement alleged to have been violated and the relief or remedy requested.

2. Within ten (10) calendar days of the receipt of the written grievance, the Nurse Executive shall either respond in writing to the grievance or notify the Association and nurse in writing that the grievance has been referred to the Hospital Administrator.
3. If the grievance remains unresolved by the immediate supervisor, then within ten (10) calendar days the Association may submit the grievance in writing to the Hospital Administrator. The Hospital Administrator will, within ten (10) calendar days of receipt of the grievance, conduct a conference with the affected parties for the purpose of resolving the grievance. A written response to the Association and nurse shall be made by the Hospital Administration within five (5) calendar days after the conference.
4. If the grievance is not resolved after the receipt of the written response from the Hospital Administration, then the Association may, within ten (10) calendar days thereafter, notify the Hospital Administrator in writing of its desire to submit the matter to arbitration under the following procedures:
 - a. The Association and Hospital shall select one arbitrator, but if they cannot agree upon an arbitrator within a period of ten (10) calendar days, then the ONA may request a list of nine (9) arbitrators from the Federal Mediation and Conciliation Service (FMCS) and the parties shall alternately strike one (1) name, and the last name remaining shall be the arbitrator. The parties agree that FMCS shall be required to provide a list of Northwest arbitrators. All arbitrators on the FMCS provided list must actually have as his or her primary residence a location in Oregon, Washington or Idaho as of the date such arbitrator is selected by the parties.
 - b. The arbitrator's fee shall be borne by the loser as determined by the arbitrator. Each party shall be responsible for the costs of presenting its case to arbitration.

- c. No question, issue or matter shall be considered or decided in arbitration except the claimed violation of a specific provision of this Agreement as contained in the written grievance submitted to the Hospital Administrator, or those contained in a written stipulation between the parties. The arbitrator shall have no authority to add to, modify or detract from this Agreement and may only consider the claim based upon a specific provision of this Agreement. The arbitrator shall render his/her decision as soon as possible and in no case later than thirty (30) calendar days after the hearing has been closed or briefs have been submitted, whichever is later.
 - d. Either party may make a verbatim record of the arbitration proceeding, or both parties may share jointly the cost of making or transcribing such record.
 - e. Decisions on all questions properly submitted to arbitration and within the scope of the arbitrator's authority shall be final and binding upon the parties.
5. The grievant and one (1) nurse representative may be authorized by their immediate supervisor(s) to process a grievance without loss of regular pay, so long as such activity does not exceed one (1) hour per grievance. Under no circumstance will pay be granted for time when the employees would not have been scheduled to work nor for hours which result in overtime.
6. A probationary employee disciplined or terminated during his probationary period shall not be entitled to invoke the arbitration procedure to contest such action.
7. The Hospital shall have no obligation to arbitrate any grievable occurrence or dispute arising on or after the termination date of this Agreement.

ARTICLE 13 – GENERAL PROVISIONS

- 13.1 Discrimination.** The Union and Employer agree that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit, without discrimination as to age, marital status, race, religion, disability, color, sex, sexual orientation, gender identity, national origin, ancestry, veteran status, political affiliation or union affiliation; and they shall also not discriminate against any nurse on account of any labor related activity which is lawful under the Public Employee Relations Collective Bargaining Act (PECBA) of the State of Oregon.
- 13.2 Association Business.** Duly authorized representatives of the Association shall be permitted at all reasonable times to enter non-patient areas of the Hospital for the purpose of transacting Association business during nonworking time, provided that the representative first advises the Hospital administrator or a duly appointed management representative of his or her presence. No interference with normal work activities shall result from such visitation.
- 13.3 Lockout and Strikes.** In recognition of the importance of the operation of the Hospital's facilities to the community, the Hospital and the Association agree that there shall be no lockouts by the Hospital and no strikes or any other interruptions of work by employees or the Association during the term of this Agreement.
- 13.4 Pay on Termination of Employment.** Upon termination from employment for any reason (including but not limited to discharge, retirement, layoff or voluntary quit with or without prior notice), the Hospital shall have until the next regularly scheduled pay day after the date of the employee's separation date to mail to the employee all wages earned and unpaid at the time of the employee's separation from employment.
- 13.5 No Pay for Unworked Time.** Notwithstanding any other provision of this Agreement to the contrary, in no case will the Hospital be required to pay an employee compensation for time not worked.

13.6 Definition. Differential pay means additional pay that is always paid such as certification pay. Premium pay is a one-time payment that occurs as a result of a nurse doing something that qualifies for premium pay such as working overtime.

13.7 Evaluation of Fitness for Duty. If the Hospital has a good faith and reasonable basis to believe that a nurse is mentally or physical impaired to the extent such impairment would reasonably impact the nurse's ability to remain fit for duty to provide direct patient care, the Hospital will first meet with such nurse to outline the reasons for its concern. The hospital shall notify the nurse of the reason for the meeting and encourage that the nurse request Association representation. The meeting shall occur within ten (10) calendar days from the date upon which the Hospital becomes aware of such information. If the nurse is unavailable to meet with the Hospital during such ten (10) calendar day period of time because of permissible time off, the Hospital shall meet with the nurse as soon as reasonably practicable. If, as a result of such meeting, the Hospital believes there is a good faith question regarding the nurse's ability to provide safe and effective direct patient care and/or that the nurse may be unfit for duty, the Hospital may require such nurse to undergo a fitness for duty evaluation by a licensed medical provider, selected from a list to be mutually agreed upon by the parties. If a fitness for duty evaluation is required, the nurse shall be removed from the schedule and be placed on paid administrative leave for a period of up to fourteen (14) consecutive calendar days from the date the Hospital determines that a fitness for duty evaluation is required. This fourteen (14) calendar day period may be extended if a provider selected from the list described above is unavailable to conduct the required fitness for duty evaluation within the initial fourteen (14) calendar day period. The nurse shall fully cooperate with the requested fitness for duty evaluation including traveling to the location where the fitness for duty evaluation will occur and doing so within the fourteen (14) calendar day period described above. Failure to cooperate with this process may result in

the nurse being placed on unpaid administrative leave as described in Section 14.4 of this Article.

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

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

13.7.3 Any nurse who fails to cooperate fully in a fitness for duty evaluation by failing to attend such examination or by failing to provide any and all information and/or documents and/or releases to obtain all required information deemed relevant by the medical professional to complete the fitness for duty evaluation may be subject to discipline up to and including termination for a failure unless prohibited from disclosure by law. The Hospital policy describes the standards and procedures to be used by the Hospital to determine when it is appropriate for the Hospital to request a nurse submit for a fitness for duty evaluation.

13.7.4 The Nurse shall be entitled to review all materials reviewed by the medical evaluator, unless there is a statutory prohibition. The Hospital shall not be entitled to review medical records released to the evaluator, unless there is an arbitration or other litigation relating to the fitness for duty evaluation.

13.9 Substance Abuse and Screening Policies and Procedures. A drug-free and alcohol-free workplace is necessary to maintain a safe environment for patients and employees. These protections are jeopardized when any employee uses “drugs” or alcohol on the job, comes to work under the influence, or possesses, distributes or sells alcohol or “drugs” in the workplace. The Hospital policy, entitled Substance Abuse and Screening, and this Article shall be the basis of enforcement and further definition of this policy.

13.9.1 OBJECTIVE: Coquille Valley Hospital has a responsibility to its employees and the public to provide safe working conditions for its employees and a productive Hospital workforce unimpaired by drugs and/or alcohol. The Hospital also has a similar responsibility pursuant to the Drug Free Workplace Act of 1998 to satisfy these responsibilities. The Hospital strives to maintain a work environment free from the effects of drugs, alcohol, or other performance impairing substances.

1. The misuse when an employee uses “drugs” or alcohol on the job, comes to work under the influence, or possesses, distributes or sells alcohol or “drugs” in the workplace it presents a risk to the safety and health of patients, the public and other employees and the community.
2. The term “drug” for purposes of this policy includes prescription drugs that might affect workplace safety, as well as “illegal” inhalants and “illegal” drugs; illegality for purposes of this policy means any drug, inhalant or substance that is not legally obtained or is being used, distributed, dispensed, and/or sold unlawfully. The term “intoxicants” means drugs or alcohol. If you have any questions contact Human Resources. The terms “Hospital premises” and “Hospital property”

include all of the Hospital's medical centers, treatment facilities, parking lots, garages, workplaces, storage structures, vehicles and equipment.

13.9.2 PROHIBITED CONDUCT, CONDITIONS AND ACTIVITIES: The following conditions and activities are expressly prohibited:

1. Except as expressly noted in this policy, it is a violation of policy to use, possess, distribute, manufacture, sell, trade and/or offer for sale alcohol or drugs in the workplace, on our premises or property, during work time, while representing the Hospital in any work-related fashion, or in circumstance that the Hospital believes might adversely affect our operations or safety. (See the discussion of "prescription drugs" below.)
2. An employee violating this policy will be subject to discipline up to and including termination.

13.9.3 POSITIVE TEST RESULT: An employee may be found to be under the influence of drugs or alcohol on the basis of any appropriate evidence including, but not limited to:

1. Direct observation;
2. Evidence obtained from an arrest or criminal conviction;
3. A verified positive test result;
4. An employee's voluntary admission; or
5. A positive result is one reported as positive by the Medical Review Officer (MRO). An employee whose alcohol or drug test result is "positive" will be considered in violation of this policy. Adulterating or

substituting a specimen, or any test that is “cancelled” will be deemed a “positive” test result. The Hospital has a zero tolerance policy.

6. For purposes of this policy, “under the influence of alcohol or drugs” or “under the influence of intoxicants” is any detectable level of alcohol or drugs present in the individual’s system (based on the results of urinalysis or breathalyzer testing).
7. An employee who refuses to voluntarily consent and submit to discovery testing for drugs or of alcohol or who fails to cooperate fully with all testing procedures or requirements will be subject to suspension or discharge, or both. Alleged lack of reasonable suspicion is not grounds to refuse to submit to a test. In addition, any such failure, upon request, to permit testing described in this policy will be considered the same as a positive test.
8. If a second or subsequent collection is recommended by the Medical Review Officer (MRO), such collection will be unannounced and the employee may be subject to observation by collection site personnel during the collection process.
9. The Hospital also reserves the right to involve law enforcement officials for any conduct that it believes might be in violation of state or federal law.

13.9.4 PRESCRIPTION DRUGS: Any employee who is taking any prescribed or over-the-counter medication that could adversely affect that employee’s performance is responsible to do one of two things.

1. The employee may determine from a physician or pharmacist whether or not the substance is capable of impairing job performance; if it may impair job performance, the employee must report the use of the substance to Human Resources and/or the employee’s supervisor. The

Hospital, through discussion with the employee, will evaluate whether the employee is fit for duty at that time. When necessary to the evaluation, the Hospital will request a limited amount of relevant medical information related to the work-related effects of the medication.

2. Alternatively, the employee may report any relevant effects of the medication immediately to the employee's immediate supervisor. The employee is not requested or required to report the name of the drug or the condition for which it was prescribed. The Hospital, through discussion with the employee, will evaluate whether the employee is fit for duty at that time. When necessary to the evaluation, the Hospital will request a limited amount of relevant medical information related to the work-related effects of the medication.
3. Each employee is responsible for meeting performance, safety, and attendance standards.
4. An employee whose use of prescription and/or over-the-counter medication may adversely affect job performance should use PTO time or sick leave or other steps consistent rather than reporting for work in an impaired state. If any employee reports to work under the influence of prescription and/or over-the-counter medication and such that she/he presents a danger to patients, self, coworkers or others, the employee may be disciplined.
5. The Hospital will utilize a laboratory certified by the National Institute on Drug Abuse to conduct all tests under this policy.
6. Positive test results may only be disclosed to the employee or employee representative with prior written employee release, and the appropriate management officials on a need to know basis or as required by law. All medical and rehabilitation records will be deemed confidential and may

not be disclosed without the prior written consent of the employee, authorizing court order, or otherwise as permitted by law.

13.9.5 MARIJUANA PROHIBITED: The Hospital prohibits an employee from reporting for work with an illegal drug, including marijuana (which is illegal under federal law and many state laws), in his/her system; this policy applies even where the medical or personal use of marijuana is authorized by state law. An employee reporting for work with an illegal drug, including marijuana, in his/her system is in violation of this policy and subject to discipline under this policy. The Hospital enforces this policy consistently with respect to all drugs, including marijuana, as the law allows the Hospital to do.

13.9.6 PRE-EMPLOYMENT DRUG SCREENING: All offers of employment to applicants who have passed the other pre-employment evaluation will be conditional and subject to drug and alcohol testing prior to beginning employment. Any positive result of any degree will disqualify the applicant from employment.

All applicants will be notified and asked to authorize a drug and alcohol screen test as a requirement of employment. Applicants shall be directed to an appropriate collection facility. The drug test must be undertaken as soon after notification as possible, but no later than 48 hours after notice to the applicant.

Any applicant with a verified positive test result will be disqualified from employment. The Hospital will inform such applicant that the positive test disqualifies the individual from employment. The individual may reapply after the expiration of twelve (12) months.

13.9.7 CRIMINAL CHARGES AND CONVICTIONS: Each employee must report to the Department Head any criminal charge (alleging violation of

any criminal drug statute) or felony conviction for violating any criminal drug statute no later than five (5) calendar days following such action. Where criminal charges (alleging violation of any criminal drug statute) are brought against an employee regarding alleged off the job illegal use, manufacture, purchase, sale, possession, or distribution of illegal drugs, or drug paraphernalia, the Hospital will construe this as reasonable suspicion for testing and will request the employee to submit to drug testing consistent with this policy. This may result in the employee being taken off of work without pay pending the outcome of the test.

Any employee convicted of a criminal drug statute violation will be terminated from employment with the Hospital.

13.9.8 SELF-DISCLOSURE AND EMPLOYEE ASSISTANCE: Any employee who has a personal drug and/or alcohol problem is encouraged to come forward for assistance with rehabilitation and in doing so will not jeopardize his or her employment. (If the employee in this situation is already subject to discipline for other reasons at the time he or she comes forward, the act of coming forward will not excuse the employee from that discipline. At the same time, the act of coming forward will not be considered in the determination of appropriate discipline.)

The Hospital recognizes that individuals may be hesitant to disclose their usage or choose not to seek assistance. However, if an employee is in this situation, it is in his/her best interest to make a Voluntary Disclosure to the Hospital before it leads to a violation of this policy or leads to unacceptable performance, attendance or other unacceptable work habits. ("Voluntary Disclosure" means self-disclosure by an employee to the Hospital regarding the possible need for assistance in connection with the use of drugs or alcohol.)

An employee who makes such a Voluntary Disclosure may seek time off in connection with treatment. Such employee may pursue any needed

alcohol or drug treatment with a private treatment program. The employee may ask his or her personal physician to assist the employees in identifying and selecting an appropriate treatment program.

Accrued PTO time/sick leave benefits may be used while attending Hospital approved treatment and/or rehabilitation.

After such accommodation, the discontinuation of any involvement with alcohol or drugs may be an essential requisite for employment and is consistent with the Hospital's policy of maintaining a drug free workplace.

The employee will be required to comply with return to work terms that include, among other things, (a) that the employee must pass a drug/alcohol test before returning to work and (b) that the employee will be subject to periodic testing during the two-year period following the employee's return to work. The return to work terms also may include a requirement that the employee authorize the release of information regarding his or her participation in and compliance with any treatment program, and the effectiveness of the treatment program in direct relation to any employee's ability to return to work.

NOTE: An employee who admits to the use of drugs or alcohol at the time a situation has occurred which would require testing as prescribed by this policy does not meet the standard for Voluntary Disclosure. Such employee remains subject to testing and the consequences as outlined. Further, an employee who admits to violation of this policy is subject to discipline for such violation (there would be no need for testing).

Employees who undergo drug or alcohol treatment or rehabilitation will be expected to do so at their own expense and without contribution from the Hospital. (Note that a portion of those expenses may be covered by the employee's medical insurance plan.)

13.9.9 CONFIDENTIALITY: Information received by the Hospital in regard to voluntary disclosures related to drug or alcohol use or the need for treatment, and in regarding to drug or alcohol test results, will be treated with the highest degree of confidentiality feasible, except as may be required by law, by grievance activity or as necessary to respond to any inquiry by a governmental agency or entity. The employee may divulge any aspect of the testing process and results they so desire. .

13.9.10 DRUG TESTING UPON REASONABLE SUSPICION: When the Hospital has a reasonable suspicion that an employee may be in violation of this policy, the employee in question will be required to submit to discovery testing to determine the presence or use or any involvement with alcohol and drugs.

If prior to testing the employee confirms that he or she is under the influence of alcohol or drugs, that admission will be treated as a positive test and the employee shall not be required to undergo a screening. The employee shall be immediately suspended, pending timely subsequent action. He or she shall not be allowed to drive if impaired.

Reasonable suspicion (including circumstance that could be indicators of a violation of alcohol and drug policy and be considered reasonable suspicion) prior to the time of the test means observable, objective evidence that gives the Hospital a reasonable basis to suspect that the employee may be impaired or affected by drugs or alcohol in the workplace. Such evidence may include, but is not limited to:

1. Observed drug or alcohol use during work hours at the workplace, or employee statements or admissions regarding such use;
2. Apparent physical symptoms of impairment or intoxication;

3. An employee's physical appearance that suggests possible drug or alcohol impairment;
4. Bizarre behavior;
5. Incoherent mental state;
6. Marked or significant changes in personal behavior or performance that are otherwise unexplainable;
7. Repeated tardiness or unexplained, patterned or unprotected absences;
8. Credible reports of alcohol or drug use in violation of this policy or credible reports of off-the-job illegal drug use;
9. Workplace accidents or injuries to person or property; or
10. Other actions that provide reasonable suspicion to believe the employee may be in violation of the alcohol and drug policy.

If the employee confirms that he or she is intoxicated, the employee shall not be required to undergo a screening, but shall be immediately suspended, pending timely subsequent action. He or she shall not be allowed to drive if impaired.

An employee who tests positive for drugs or alcohol in violation of this policy will be subject to disciplinary action including suspension or termination.

13.9.11 TESTING PROCEDURE:

1. **Employee representation in connection with reasonable suspicion testing.** When the employee is notified that he or she will be required

to consent and submit to such test, he or she will be notified that they may request the presence of a representative to witness the test, and if the employee so requests, he or she shall be offered assistance. The test may not be delayed unreasonably in order to wait for a representative. The absence of a representative shall not be grounds for the employee to refuse to consent and submit to such test or searches. The presence of a representative shall not disrupt or interfere with the tests or searches, or such interference will be considered a refusal to submit to testing and grounds for disciplinary action including dismissal.

2. **Authorization to test.** Before a supervisor may require an employee to consent and submit to any drug or alcohol test based on reasonable suspicion, the supervisor must first obtain concurrence from another manager that the information available to the Hospital about the subject employee is sufficient to give rise to reasonable suspicion that prohibited conduct may have occurred or is occurring.
3. **Procedure for consent.** The employee shall give consent to urine or breathalyzer testing, or any combination, upon request, by signing a consent form. The form will include the following information:
 - a. Employee's consent to release test results to the Hospital.
 - b. The procedure for confirming an initial positive drug or alcohol test result.
 - c. The consequences of a positive test for alcohol, under the circumstances.
 - d. A listing provided by the employee of legally prescribed and over-the-counter medications that may be in the employee's body.
 - e. The employee's right to explain a confirmed positive drug or alcohol test result.
 - f. The consequences of refusing to consent to urine or breathalyzer testing.

4. **Refusal.** Failure to appear for testing when scheduled without objection or delay will be considered refusal to participate in testing, and will subject an employee to the range of disciplinary actions, including dismissal, and an applicant to the cancellation of an offer of employment.
5. **Confirmatory Test.** In the event that the urine or breathalyzer test results are positive for drugs or alcohol the Hospital shall require that a second confirmatory test from the same sample be conducted at the Coquille Valley Hospital Laboratory, or another laboratory certified by the National Institute on Drug Abuse. The confirmatory test use gas chromatography/mass spectrometry methods. The confirmatory test also must be positive before concluding the employee has such substance(s) present in the body.
6. **Employee Requested Test.** The Hospital will require that the provider of drug and alcohol screens maintain samples with positive results for one (1) year. Where an employee requests a retest of any confirmed positive test, such retest will be at his or her own expense at a laboratory approved by the Hospital.

Any employee who believes that his/her specimen was not collected in accordance with established procedures must report any deficiencies within one (1) business day of the collection.

7. **Chain of Evidence.** The procedures to obtain, handle, and store test samples and to conduct laboratory tests shall be documented to establish procedural integrity and chain of evidence. Such procedures shall be administered with due regard for the employee's privacy and the need to maintain the confidentiality of test results and to an extent which is not inconsistent with the needs of this policy.

8. Notification. The employee shall be notified of the preliminary results of any positive gas chromatography/mass spectrometry confirmatory test before it is reported as a positive test by the lab. The employee will be so notified by an independent medical review officer who will afford the employee an opportunity to provide medical or other information that may explain the positive result. If the employee cannot be contacted through reasonable efforts, or if the independent medical review officer confirms the validity of the test results, the employee and the Employer will be notified of the positive test results.

13.9.12 SEARCHES: Where it has reason to believe that its policies regarding drugs and alcohol may have been violated, the Hospital reserves the right to inspect and/or search in the workplace (in Hospital owned furniture, in employee offices, desks or lockers, and/or anywhere else in the workplace). An employee does not have a reasonable expectation of privacy in these areas, regardless of whether he or she has any personal property on Hospital premises. The Hospital also reserves the right to contact law enforcement officials, as necessary, in such situation. An employee who fails to submit to an inspection and search under this policy and to fully cooperate with the inspection and/or search, or who fails to give consent for the inspection and/or search, after being informed of the reason for the inspection and/or search, will subject the employee to disciplinary action, including dismissal.

13.9.13 LAST CHANCE AGREEMENTS: It is the employee's responsibility to seek assistance before drug or alcohol problems lead to on-the-job safety or misconduct incidents, or a violation of this policy. If an employee uses alcohol or drugs in connection with work, or otherwise violates this policy, thus endangering patients, employee or others, the employee will not be entitled afterwards to enter a treatment program and thereby avoid discipline or penalty. However, without waiving its right to terminate for any of the foregoing violations, the Hospital, at its sole discretion, may offer a Last Chance Agreement (LCA) in lieu of termination to any

employee who tests positive for drugs or alcohol in violation of this policy. The offer of such LCA under these circumstances shall be considered a one (1) time non-precedent setting event and the facts and circumstances leading up to the offer of a LCA as well as the terms of a LCA shall not be used as evidence in any future dispute between the parties and the employee with the sole exception being a dispute over the employee's compliance or non-compliance with the terms of such LCA. The Hospital will consider such factors as type of work performed, work performance, history with the Hospital, attendance, safety record and any other relevant factors to make such determination. A Last Chance Agreement will contain standards set forth by the Hospital to the individual that are appropriate for the specific situation. It may address such issues as:

1. Assessment by a certified treatment or counseling professional.
2. Release of medical information and treatment information to the Hospital.
3. Notice of follow-up testing.
4. Other employer standards such as ongoing work performance and attendance
5. Consequences of any violation of the LCA.
6. Other items as appropriate.

ARTICLE 14 – SENIORITY

- 14.2** Seniority shall mean length of continuous service with the Hospital in the bargaining unit either as a registered nurse or as a licensed practical nurse calculated on the basis of hours worked exclusive of standby hours. Three-quarters of seniority accrued as an LPN shall be counted should an employee become a registered nurse. A nurse who works for the Hospital in a position outside the bargaining unit and then returns to a bargaining unit position within

one (1) year (without a break in service) will be given credit for his/her previously accrued seniority. Seniority shall be calculated on the basis of the total number of hours actually worked by employees in the bargaining unit. The definition of hours worked shall not include standby hours and hours for which the nurse has received a PTO payment.

14.2.1 The Hospital will create a seniority list and will provide the seniority list to the Association (1) within thirty (30) calendar days following ratification of the parties new labor agreement; (2) within twenty-one (21) calendar days following the expiration of the pay period that includes the 26th week in a calendar year; and (3) within twenty-one (21) calendar days following expiration of the pay period that includes December 31. The Association will then have thirty (30) calendar days within which to review the Hospital-provided seniority list and the data on it with the nurses to confirm its accuracy and submit any corrections to the Hospital. After expiration of the thirty (30) calendar day period, the Hospital-provided seniority list will be considered final and will be used as the basis for all future seniority lists.

14.3 Notices of vacancies or newly created positions shall be electronically communicated to nursing staff and posted on the bulletin board(s) at least seven (7) calendar days before the Hospital permanently fills such position. Any nurse is eligible to apply for such opportunities and will be interviewed and considered. Ability, qualifications, experience and seniority will be considered in selection among applicants. Where the Hospital considers the other factors to be equal, preference among applicants shall be on the basis of seniority. The Hospital shall be the sole judge of ability, qualification, and experience, which judgment shall not be exercised in an arbitrary or capricious manner. A nurse when selected for a new position shall be moved to that position within thirty (30) calendar days.

14.4 In the event the Hospital has need to reduce its staff on a daily basis due to low patient census, then such reduction shall occur, within all nursing departments in the following order:

1. If permitted by the terms of the Agreement between the Hospital and the agency or traveler nurse, agency, traveler or locum tenens shall be the first nurses called off under this procedure. If the Hospital is required to continue to pay agency traveler or locum tenens nurses even if such individuals are called off, such nurses will not be called off pursuant to these procedures;
2. Nurses on overtime;
3. Volunteers. If more than one volunteer asks for the time off it will be awarded on a rotational system;
4. Casual nurses;
5. On an equitable rotational basis for full-time and part-time nurses beginning with the nurse who has had the longest time period since being low-censused. If a mistake is made in administering this by a union member, then such mistake will not result in additional compensation to the effected employee.

14.5 Qualified laid-off employees who have retained seniority will be recalled to any bargaining unit position(s) to which the Hospital determines to be available in inverse order of layoff. It is the responsibility of the laid-off nurse to keep the Hospital advised of current address and telephone number. Failure to do so shall constitute waiver of any right of recall.

14.6 An employee's seniority rights and his or her employment under this agreement shall be terminated under any of the following conditions: (a) voluntary quit; (b) retirement; (c) discharge for cause; (d) failure to return to work within the period granted by a leave of absence unless further extended by mutual agreement in writing between the nurse, the Hospital and the Association; (e) in the event of a layoff, failure to return to work within five (5) calendar days after having been notified of recall by certified mail, telegram, mailgram or facsimile; (f) layoff from work for a period of more than twelve (12) months; or (g) absence from work due to illness or injury in excess of twelve (12) months unless further extended by mutual agreement in writing between the parties.

ARTICLE 15 – PAID TIME OFF

15.1 Paid Time Off (PTO) is provided to regular full-time and part-time employees as a means to reduce employee stress and burnout and to increase patient safety. Paid time off is to provide employees with flexible paid time off from work that can be used for vacations, illness (sick time), holidays, religious observances, preventative health visits, or other personal reasons and includes purposes allowed by Oregon Sick Time.

15.2 Eligibility. All regular full-time and part-time employees are eligible for PTO. Probationary employees will not accrue PTO during their probationary period. Once an employee completes the probationary period, the employee will receive PTO credit from his/her first day of employment and shall then be eligible to use such PTO under the terms of this Article¹.

15.3 Accrual

15.3.1 Prior to April 4, 2021, PTO will accrue on the basis of hours scheduled excluding overtime hours; provided however, as a sole exception, PTO will accrue on hours worked at overtime and/or premium pay rates up to the same number of such hours nurse is scheduled to work the week in question (up to a maximum of forty (40) hours). Nurses who are on the schedule to work, but are placed “on-call” or have their scheduled workday canceled due to low census, will continue to accumulate PTO at their normal rate for the shifts scheduled and not worked (up to a maximum of forty (40) hours of work time per week). Under no circumstances will nurses earn additional PTO when on PTO. PTO accrual will continue for all hours off on jury duty that the employee would normally have been scheduled to work.

PAID TIME OFF ACCRUAL FACTORS

Prior to April 4, 2021

<u>Full Time & Part Time Employees</u>	<u>Accrual Factor</u>	<u>Maximum Yearly Accrual</u>	<u>Maximum Yearly Accrual (days)</u>
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¹ Employees who are not eligible for PTO may be eligible for paid sick leave in accordance with the Hospital’s Oregon Paid Sick Leave Policy, which is designed to comply with the Oregon Sick Leave Law.

		<u>(hours)</u>	
-	-	-	-
<u>0-4 Years of Service</u>	<u>0.1064</u>	<u>200.0</u>	<u>25.0</u>
<u>5-10 Years of Service</u>	<u>0.1354</u>	<u>248.0</u>	<u>31.0</u>
<u>11+ Years of Service</u>	<u>0.1659</u>	<u>296.0</u>	<u>37.0</u>

15.3.2 Beginning April 4, 2021, PTO benefits will accrue based on hours worked.

Hours worked includes regular, PTO, and education hours. PTO will also accrue on call-off/low census hours and approved paid leaves of absence such as bereavement or jury duty.

PAID TIME OFF ACCRUAL FACTORS

<u>Full Time & Part Time Employees</u>	<u>Accrual Factor</u>	<u>Maximum Yearly Accrual (hours)</u>	<u>Maximum Yearly Accrual (days)</u>
-	-	-	-
<u>0-4 Years of Service</u>	<u>0.096154</u>	<u>200.0</u>	<u>25.0</u>
<u>5-10 Years of Service</u>	<u>0.119231</u>	<u>248.0</u>	<u>31.0</u>
<u>11+ Years of Service</u>	<u>0.142308</u>	<u>296.0</u>	<u>37.0</u>

15.3.3 An employee's maximum PTO accrual shall be four hundred eighty (480) hours.

15.3.4 PTO and other benefits will be accrued based on a formula that thirty-six (36) hours will be equivalent to forty (40) hours in the work week. [Moved from original 6.20.]

15.4 The first forty (40) hours of accrued PTO time is considered sick time under the Oregon Sick Leave act and can be used for any purpose consistent with the following:

- a. For the diagnosis, care or treatment of the employee, or the employee's covered family member, for mental or physical illness, injury or health condition and includes preventative medical care such as prenatal visits and routine medical and dental visits;

- i. “Family member” means the eligible employee’s grandparent, grandchild, spouse, or Oregon-registered same-gender domestic partner, and the domestic partner’s child or parent; the employee’s stepchild, parent-in-law or a person with whom the employee was or is in a relationship of in loco parentis; and the employee’s biological, adoptive or foster parent or child.
- b. If the employee, or the employee’s minor child or dependent, is a victim of domestic violence, harassment, sexual assault or stalking as defined by Oregon law (ORS 659A.272) and requires leave for any of the purposes in that law;
- c. If the employee’s place of business is closed, or the employee’s child’s school or place of care is closed, by order of a public official due to a public health emergency;
- d. To care for a covered family member whose presence in the community would jeopardize the health of others, as determined by a lawful public health official or a licensed health care provider who is primarily responsible for providing health care to the family member;
- e. If the Hospital is required by law to exclude the employee from work for health reasons; or
- f. For any purpose allowed by the Oregon Family Leave Act, including bereavement.

15.4.1 To the extent permitted by the Hospital, for the first forty (40) hours of PTO used for Oregon Sick reasons, employees may trade shifts instead of using sick time, but are not required to do so and are not required to find another to cover their shift.

15.5 Length of service for any Hospital employee outside the bargaining unit shall be

recognized for purposes of PTO accrual rate placement.

15.6 Use of PTO.

15.6.1 PTO may be used as soon as it is earned. New hires will accrue PTO during their 90 day probationary period, however, they will not earn PTO until they have completed their 90 day probationary period. PTO will be paid at the employee's regular rate of pay and shall be processed in accordance with the Hospital's routine payroll process.

1. Paid Time Off hours used for time off work will be calculated and paid based on the employee's regular hourly rate. Payment of PTO time shall be in accordance with the hospitals' routine payroll process.
2. Regular full-time and regular part-time employees are expected to use accrued PTO hours for all hours less than their regular scheduled hours. In the case of "low census", when an employee is called off work or sent home early due to low patient volume, the employee may utilize PTO hours at the employee's discretion.
3. ~~In no case will PTO be used to create an overtime situation during a pay period. In such instances, the employee's PTO will be reduced so an overtime situation does not occur.~~ Individual departments have different rules concerning how many employees may be off at one time and how requests are approved in a "fair" and just manner. Employees must request PTO in accordance with departmental procedures.
4. PTO requests must be submitted and approved in the electronic time keeping system (Kronos). Any missed entry of PTO requests (time) in the system due to the employee's own fault or omission will be corrected on the next regular payroll cycle. Any missed entry of PTO time on the Hospital's part will be corrected via a manual payroll check within seventy-two (72) hours of becoming aware of the missed entry.

5. Exempt employees who occupy a management position are not required to utilize PTO for approved holidays as detailed under the CVH Holiday policy.

6. Employees may take up to two weeks off consecutively. Any single PTO request greater than 14 consecutive days requires approval/denial from both the Department manager and the Human Resource Manager.

15.6.2 ~~PTO, as with all other time off, must, except in unusual circumstances, be requested through the “time and attendance” on-line application.~~ Approval of PTO will be based upon the Hospital’s determination of its staffing needs and the general reason for the leave. When time off is requested without prior approval due to an emergency or illness, a specific reason for the request is to be given and accrued PTO must be used. If reasonably possible, the employee requiring time off without prior approval must call in two (2) hours before the start of the assigned shift. If the employee does not have approval for each day of absence, it shall be considered an unpaid unexcused absence. Such absences can become cause for disciplinary action. The Hospital may request a doctor’s certificate of illness in accordance with state or federal law, including if the amount of time off due to illness is deemed excessive by the Hospital.

15.6.3 If there are two (2) or more requests for time off by employees and if not all of such requests can be accommodated, then an employee requesting PTO shall be given a priority over an employee requesting time off without pay regardless of seniority. Legally-protected time off will have priority over other types of requests. (Otherwise seniority will prevail.)

15.6.4 PTO may not be used to claim pay for the time lost due to tardiness. This lost time cannot be regained and shall be considered unexcused absent time.

~~15.6.5 PTO will be paid out to employees who are not in a probationary status (first 90 days of employment) and separate employment after providing a proper 14 day notice. Accrued PTO time will be paid to employees who are involuntarily terminated.~~

15.6.6 PTO requests for vacation purposes shall be granted according to the operating needs of the Hospital. The Hospital will not unreasonably deny PTO vacation requests and will utilize casual nurses to allow nurses their requested time off whenever possible. From January 1 through February 14 each calendar year, nurses may request PTO for vacation purposes during March 1 through December 31 each calendar year and such requests shall be granted by seniority. Nurses requesting vacation in this manner shall be notified by the Hospital on March 1 of each year. All other requests for vacation PTO shall be submitted in writing no later than the first day of the month preceding the month in which they are requesting time off, but not more than sixty (60) calendar days prior to the date when the schedule covering such time off is to be posted. PTO vacation requests submitted in this manner shall be granted on a first-come first-serve basis and the Hospital shall notify the nurse of approval or denial within fourteen (14) calendar days of the request being made. Requests made within twenty-four (24) hours of each other shall be considered submitted at the same time and seniority shall serve as a tie-breaker in such instances. After written approval of the PTO time is granted, such time may only be changed by mutual agreement of the parties.

15.6.7 PTO Donation. Bargaining unit nurses shall have the ability to participate in PTO Donation programs made available to all Hospital employees through CVH policies, under the same terms and conditions as all other employees.

15.6.8 ONA PTO Donation. Bargaining unit nurses may voluntarily donate PTO to the ONA PTO Fund. Donations shall be in no less than one (1) hour increments. A mutually agreed PTO donation form, which may be the same

or similar to the current PTO request form used by the Hospital, must be signed by the donor authorizing Donation. The Hospital will cash out the donated hours at the donating employee's current rate of pay and shall forward the funds to the ONA for distribution as they see fit.

15.7 PTO Cash out. Bargaining unit nurses shall have the ability to participate in PTO cash out programs made available to other Hospital employees.

15.7.1 Full and part time bargaining unit employees with over one year of service shall be eligible to participate in cash out programs.

15.7.2 Eligible employees may cash out up to fifty percent (50%) of their annual PTO accrual plus 50% of their earned PTO bank. Employees must designate their calendar year cash out in December the preceding year.

15.7.3 PTO cash outs may be processed at any time in any amount from January 1 to December 9th. Cash out requests will be processed concurrently with the normal facility payroll process in the same manner as PTO requests.

15.7.4 On December 10th of each calendar year, any remaining PTO cash out balances that have not been process for the year will be automatically processed. If an employee does not have enough PTO banked to reach the amount they designated for cash out, they will be ineligible to participate in PTO cash out programs for a period of five (5) years from the date the employee did not comply with the above provisions.

15.8 Holidays.

15.8.1 **Work on Holidays.** Nurses who are scheduled and work on New Year's Day, Independence Day, Thanksgiving Day, Labor Day, Memorial Day (last Monday in May), and Christmas Day will be paid at the rate of time and one-half. One personal holiday for a regular or part-time nurse (a regularly scheduled workday selected by the nurse and scheduled off in

advance of the posted work schedule with Hospital approval) shall additionally be recognized and paid at the holiday rate of time and one-half if required to work. Nurses who are not on-call and not scheduled but are called in to work on Thanksgiving or Christmas shall receive double time for all hours worked.

15.9 Holiday Rotation. The Hospital shall use its best efforts, including an opportunity for nurses to express their preferences on a sign-up sheet, not to require a nurse to work more than two (2) holidays per calendar year, nor to work the same major holidays in two (2) consecutive years. A casual nurse must work two (2) major holidays per year. Holidays for purposes of this sub-section shall be defined as: any holiday as defined in this contract with applicable shift differentials applied.

15.9.1

15.9.2 Holiday pay applies to the entire shift when a majority of the scheduled hours on a shift occur during one of the holidays specified in the Paid time Off Article. **[Moved from 6.20]**

15.10 Notice of Resignation/Termination. A nurse shall give the Hospital not less than fourteen (14) calendar days' written notice of intended resignation. A nurse's failure to provide such notice, or to work all shifts during their notice period, forfeits any right to be paid accumulated paid time off (PTO) up to one hundred twelve (112) hours. PTO cannot be used as the termination notice, unless it was previously approved. PTO will likewise not be paid for work time missed during the last two (2) weeks of employment without a physician's written confirmation of illness. This disqualification will be waived if a documented emergency condition beyond the control of the nurse prevents the submission of the required notice of resignation.

ARTICLE 16 – SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through governmental regulations or decree, such

decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 17 – AMENDMENTS

Any provision of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto in writing, without in any way affecting any of the other provisions of the Agreement.

ARTICLE 18 – WORK RULES

The parties recognize that the Hospital is directly responsible for carrying out the functions and services to its customers. For this reason, it is jointly recognized that the Hospital retains broad authority to fulfill its responsibilities and may do so by implementing work rules, oral or written, which now exist or which may be implemented in the future. It is agreed, however, that no work rule will be adopted or implemented which is inconsistent with a specific provision of this Agreement and with the Hospital's obligations as specified by ORS 243.698. Additionally, all new work rules which shall be implemented will be reduced to writing and furnished to employees and the Association fifteen (15) calendar days prior to their effective date in order to provide the Association and employees an opportunity to comment and suggest changes.

ARTICLE 19 – DURATION AND TERMINATION

Both parties of this Agreement specifically waive their rights to negotiate any matter not enumerated by this Agreement, excluding the parties' legal obligation to bargain the alteration of existing terms or working conditions of employment for the term of this Agreement. Both parties, however, may mutually agree to bargain on any issue during the term of this Agreement. This Agreement constitutes the sole written agreement between the parties and shall be effective upon its ratification by both parties. This Agreement shall remain in full force and effect until midnight June 30, 2023. Thereafter, this Agreement shall be renewed automatically from year to year unless one party shall

notify the other in writing not later than ninety (90) calendar days prior to the expiration date of intent to modify or terminate this Agreement. Whenever such written notice is given as provided herein, this Agreement shall remain in full force and effect during the period of negotiation.

This Agreement has been executed on behalf of COQUILLE VALLEY HOSPITAL this _____, and it has been executed on behalf of the OREGON NURSES ASSOCIATION by its duly authorized representatives this.

APPENDIX A (WAGE SCALES)

FOR THE PERIOD STARTING THE FIRST FULL PAY PERIOD FOLLOWING RATIFICATION THROUGH JUNE 30, 2023

The following shall apply with respect to steps 1-25 only: In order to move to the next succeeding step on the pay scale on the employee's anniversary date, the employee covered by this Agreement must accumulate a minimum of 1,800 hours during the anniversary year and receive a satisfactory annual employee evaluation. In the event an employee does not work the required amount of hours such employee shall not move to the next step of the salary schedule until the hourly requirement has been met. In the event the employee does not receive a satisfactory annual evaluation, the employee shall remain at his or her present step in the wage scale until receiving a satisfactory follow-up three-month evaluation.

A lump sum ratification bonus will be paid in the gross amount of seven hundred fifty dollars (\$750.00) per eligible full-time nurse minus regular statutory deductions or three hundred seventy-five (\$375.00) per eligible part-time nurse minus regular statutory deductions. To receive the lump sum ratification bonus, eligible bargaining unit employees must be actively employed by the Hospital on the date the bonus is paid and must also have been actively employed by the Hospital on June 30, 2020. Distribution of the lump sum ratification bonus will occur on the first full pay period which occurs thirty (30) calendar days after ratification of this offer provided the Hospital has received a fully executed copy of the new labor agreement signed by an authorized representative of the Union within the same timeframe. If the Hospital does not receive a fully executed copy of the new labor agreement signed by an authorized representative in such time frame, such bonus will not be paid until such labor agreement has been received.

CVH Wage Proposal

RN Steps	1	2	3	4	5	6	7	8	9	10	11	12
First full pay period after ratification	\$35.00	\$36.04	\$37.13	\$38.25	\$39.38	\$40.55	\$41.79	\$42.72	\$44.01	\$45.32	\$46.23	\$47.15
First full pay period after July 1, 2021	\$35.53	\$36.58	\$37.69	\$38.82	\$39.97	\$41.16	\$42.42	\$43.36	\$44.67	\$46.00	\$46.92	\$47.86
First full pay period after July 1, 2022	\$36.24	\$37.31	\$38.44	\$39.60	\$40.77	\$41.98	\$43.27	\$44.23	\$45.56	\$46.92	\$47.86	\$48.82

LPN Steps	1	2	3	4	5	6	7	8	9	10	11	12
First full pay period after ratification	\$25.74	\$26.34	\$26.97	\$27.63	\$28.29	\$28.95	\$29.65	\$30.31	\$31.05	\$31.82	\$32.60	\$33.41
First full pay period after July 1, 2021	\$26.13	\$26.74	\$27.37	\$28.04	\$28.71	\$29.38	\$30.09	\$30.76	\$31.52	\$32.30	\$33.09	\$33.91
First full pay period after July 1, 2022	\$26.65	\$27.27	\$27.92	\$28.60	\$29.28	\$29.97	\$30.69	\$31.38	\$32.15	\$32.95	\$33.75	\$34.59

CVH Wage Proposal

RN Steps	13	14	15	16	17	18	19	20	21	22	23	24	25
First full pay period after ratification	\$48.09	\$49.05	\$50.03	\$50.79	\$51.80	\$52.14	\$52.47	\$52.82	\$53.03	\$53.24	\$53.46	\$53.67	\$53.88
First full pay period after July 1, 2021	\$48.81	\$49.79	\$50.78	\$51.55	\$52.58	\$52.92	\$53.26	\$53.61	\$53.83	\$54.04	\$54.26	\$54.48	\$54.69
First full pay period after July 1, 2022	\$49.79	\$50.79	\$51.80	\$52.58	\$53.63	\$53.98	\$54.33	\$54.68	\$54.91	\$55.12	\$55.35	\$55.57	\$55.78

LPN Steps	13	14	15
First full pay period after ratification	\$34.26	\$35.10	\$36.00
First full pay period after July 1, 2021	\$34.77	\$35.63	\$36.54
First full pay period after July 1, 2022	\$35.47	\$36.34	\$37.27

**Side Letter of Agreement
between
Coquille Valley Hospital
and
Oregon Nurses Association**

This side letter of agreement is entered into between Coquille Valley Hospital (hereinafter referred to as the “Employer” or “Hospital” or “CVH”) and the Oregon Nurses Association (hereinafter referred to as “Union”) for the purpose of outlining the terms upon which three (3) bargaining unit employees will be able to continue to participate in the prior CVH tuition reimbursement program which has been terminated as part of the parties new labor agreement.

The CVH tuition reimbursement program has been deleted from the terms of the parties’ July 1, 2020 – June 30, 2023 labor agreement. Notwithstanding this deletion and termination of the tuition reimbursement program, the following three (3) employees are currently participating in the tuition reimbursement program contained in the prior labor agreement. These employees are:

1. Angela Aldrich
2. Kaylee Whittaker
3. Lora Schepp

These three (3) employees are grandfathered into the prior program provided they comply with the program requirements outlined below.

To be eligible:

1. Must be full time (thirty-six (36) hours) Employee.
2. Must maintain a GPA of 3.0 for funding to continue.
3. Quarterly meeting with Chief Nursing Officer while in school.

4. Once started no more than one six (6) week break between classes in the two (2) year period, unless there are extenuating circumstances, to be approved by the CNO.

The hospital will pay the tuition and fees up front, not to exceed twenty thousand dollars (\$20,000.00) over a two (2) year period, as a loan to the employee with proper documentation verifying enrollment and cost. The student (employee) will pay back the loan with service to the hospital. After 4 years of full time employment and staying in good standing with the hospital, the loan will be forgiven. The "loan forgiveness time" starts the day after they receive their BSN. If they fail to fulfill their commitment they must pay back the entire amount, but shall not be charged interest or other fees. During the pay-back time the nurses must also give 8 hours a year in the form of community service, to be assigned and discussed through the PNLC.

The terms of this side letter as well as the facts and circumstances leading to this side letter shall be considered non-precedent setting and may not be used as evidence by any party regarding any dispute between the parties over the subject matter described above with the exception of a dispute regarding any parties' alleged non-compliance with the terms of this side letter.

COQUILLE VALLEY HOSPITAL

By: _____

Date: _____

OREGON NURSES ASSOCIATION

By: _____

Date: _____

APPENDIX B

RATES AND SHIFT DIFFS - NURSING

RN AND LPN NIGHT DIFFERENTIAL	\$4.25
ORIENT EXPERIENCED NURSE	\$1.00
ORIENT NEW GRAD	\$1.25
PRECEPTOR	\$1.25
BSN DEGREE	HOURLY & OT RATE + \$0.70
NATIONAL CERTIFICATE	HOURLY & OT RATE + \$0.70
IN LIEU OF BENEFITS (ON CALL CASUAL NURSES)	HOURLY RATE + 20%
CHARGE NURSE	\$4.00
RN AND LPN CALL	\$4.25
RN AND LPN CALL BACK	1.5*HOURLY RATE
WEEKEND	\$1.50

APPENDIX C

10/1/20 - 9/30/21	Employee Contribution - Monthly				Employee Contribution - Per Pay Period			
	Employee Only (EE)	Employee and Spouse (EE+SP)	Employee and Family (EE+F)	Employee and Children (EE+C)	Employee Only (EE)	Employee and Spouse (EE+SP)	Employee and Family (EE+F)	Employee and Children (EE+C)
Moda Plan:								
Birch - Medical Plan 2	\$193.86	\$562.31	\$848.69	\$470.15	\$96.93	\$281.15	\$424.34	\$235.08
Cedar - Medical Plan 3	\$182.24	\$467.17	\$715.45	\$387.76	\$91.12	\$233.59	\$357.73	\$193.88
Dogwood - Medical Plan 4	\$0.00	\$380.48	\$596.26	\$328.60	\$0.00	\$190.24	\$298.13	\$164.30

10/1/20 - 9/30/21	Employee Contribution - Monthly				Employee Contribution - Per Pay Period			
	Employee Only (EE)	Employee and Spouse (EE+SP)	Employee and Family (EE+F)	Employee and Children (EE+C)	Employee Only (EE)	Employee and Spouse (EE+SP)	Employee and Family (EE+F)	Employee and Children (EE+C)
VSP:								
VSP Choice+	\$9.68	\$33.40	\$46.22	\$29.12	\$4.84	\$16.70	\$23.11	\$14.56
VSP Choice Plan	\$0.00	\$10.08	\$14.20	\$8.70	\$0.00	\$5.04	\$7.10	\$4.35
MODA:								
Opal Plan	\$14.43	\$43.82	\$60.91	\$38.10	\$7.22	\$21.91	\$30.46	\$19.05
Pearl Plan	\$10.09	\$34.37	\$47.58	\$29.95	\$5.05	\$17.19	\$23.79	\$14.98
Quartz Plan	\$4.43	\$21.91	\$29.99	\$19.17	\$2.22	\$10.96	\$15.00	\$9.59

10/1/20 - 9/30/21	Employee Contribution - Monthly				Employee Contribution - Per Pay Period			
	Employee Only (EE)	Employee and Spouse (EE+SP)	Employee and Family (EE+F)	Employee and Children (EE+C)	Employee Only (EE)	Employee and Spouse (EE+SP)	Employee and Family (EE+F)	Employee and Children (EE+C)
OEBB Plan:								
Premier Plan 1	\$24.17	\$68.67	\$130.79	\$82.79	\$12.09	\$34.34	\$65.40	\$41.40
Premier Plan 5	\$17.85	\$53.19	\$105.31	\$65.59	\$8.93	\$26.60	\$52.66	\$32.80
Premier Plan 6	\$0.00	\$26.44	\$48.64	\$26.82	\$0.00	\$13.22	\$24.32	\$13.41
Willamette Dental Plan	\$16.61	\$34.05	\$69.09	\$39.64	\$8.31	\$17.03	\$34.55	\$19.82

RETENTION INCENTIVE PROGRAM

1. **Charge Nurses.** A charge nurse differential shall not be paid when a House Supervisor is present at the facility. Any nurse assigned charge nurse responsibilities by the Hospital will receive a charge nurse differential of four dollars (\$4.00) per hour. When assigned to charge nurse responsibilities, such charge nurse will be responsible for all areas of the Hospital where nurses are assigned to work.
2. **Shift Differential.** The night shift differential shall be four dollars and twenty-five cents (\$4.25) per hour. Night shift differentials will only be paid to nurses who work a majority of their scheduled hours between 7:00 p.m. and 7:00 a.m.
- 3.
4. **Short Notice.** A regular full-time or part-time nurse who is called into work or scheduled with less than two (2) hours' notice of the time worked shall be compensated short notice pay at a rate of time and one-half the nurse's regular rate of pay.
5. **Preceptor.** Any bargaining unit RN who is assigned to orient or precept a student nurse will be compensated at an additional one dollar twenty-five cents (\$1.25) for each hour of performing such activity, up to a maximum of one hundred fifty (150) hours per student nurse.
6. **Experienced Nurse Orientation.** Any bargaining unit RN who is assigned to orient an experienced nurse will be compensated at an additional one dollar (\$1.00) for each hour performing such activity, up to a maximum of eighty (80) hours per experienced nurse oriented.

7. **Scrubs/Uniforms.** Bargaining unit employees who are required to wear scrubs in connection with their assigned duties (currently only surgical department nurses) will be provided with such scrubs by the Hospital at no cost to the employee. The Hospital will launder such scrubs at no cost to the employee. Bargaining unit employees who wish to purchase scrubs for personal use may do so at Hospital cost.
8. Nursing staff shall at no time be required to be the main phone reception for incoming calls to the hospital.

CONTRACT RECEIPT FORM

Please fill out neatly and completely, and return to

Oregon Nurses Association

18765 SW Boones Ferry Road, Suite 200

Tualatin, OR 97062-8498

Or, fax to ONA at 503-293-0013. Thank you.

Your name _____

I certify that I have received a copy of the ONA Collective Bargaining Agreement with
Coquille Valley Hospital.

Signature _____ Today's date _____

Your mailing address _____

Cell phone _____ Home phone _____

Personal email _____

Unit _____

Shift _____