COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OREGON NURSES ASSOCIATION

AND

GRANDE RONDE HOSPITAL

May 1, 2019 through April 30, 2023
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PROFESSIONAL AGREEMENT

THIS PROFESSIONAL AGREEMENT entered into between GRANDE RONDE HOSPITAL of La Grande, Oregon, hereinafter referred to as "Hospital," and OREGON NURSES ASSOCIATION, hereinafter referred to as "Association."

WITNESSETH

The intention of this Agreement is to formalize a mutually agreed upon and understandable working relationship between Grande Ronde Hospital and the registered professional nurses which will be based upon equity and justice with respect to wages, hours of service, general conditions of employment and communication, to the end that the dedicated common objective of superior patient care may be harmoniously obtained and consistently maintained.

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

ARTICLE 1 – MANAGEMENT RIGHTS

1.1 The Hospital Administration retains all rights in the operation of the Hospital and in the direction of the nurses covered by this Agreement, which shall include but not be limited to the right to issue reasonable rules, which are consistent with the terms of this agreement; direct the nurses; hire; promote; transfer, demote, discharge or take other proper disciplinary action against the nurses; relieve nurses from duty because of lack of work or for other proper reasons; maintain the efficiency of the operation entrusted to the Hospital Administrator by the Board of Trustees; determine methods, means and personnel by which such operations are to be conducted; and schedule work and vacations.

1.2 All rights not expressly contracted away by a specific provision of this Agreement are solely retained by the Hospital. The failure of the Hospital to exercise any function, power, or right reserved or retained by it, shall not be deemed to be a waiver of that right of the Hospital to exercise said power, function, authority or right at a future date, or to preclude the Hospital from exercising same, so long as it does not conflict with any express provision of this Agreement.
1.3 All of those rights of management specified above or usually and customarily vested in management may not be ignored or impaired even if the parties agree to submit a dispute to arbitration as provided for in Article 15.

ARTICLE 2 – RECOGNITION AND MEMBERSHIP

2.1 The Hospital recognizes the Association as the collective bargaining representative with respect to rates of pay, hours of pay, hours of work and other conditions of employment for a bargaining unit composed of all registered professional nurses employed by the Hospital, excluding Executive Senior Director Patient Care Services/CNO, Assistant Chief Nursing Officer Director of Clinical Nursing, House Supervisors, Nurse Director/Managers, Administrative Assistant, Clinical Instructor Nurse Educator, Employee Health/Infection Control, Information Systems Clinical Analyst, Discharge Planner, Director of Education, Community Case Manager, Inpatient Case Manager, Wound and Ostomy Care Supervisor, RNFA, or any other nurse who is a supervisor under the Act. Nothing in this Agreement shall prevent a nurse employed by the Hospital from providing direct patient care.

The Hospital agrees not to raise or challenge the non-supervisory status of bargaining unit nurses even though they may at times perform supervisory duties during the course of their employment. The Hospital also agrees not to assign supervisory duties to bargaining unit nurses on an ongoing basis. Such duties would include, but are not limited to, the ability to hire, transfer, suspend, layoff, recall, promote, discharge, reward or discipline, adjust employment grievances, independently evaluate other employees or otherwise responsibly direct other employees with respect to their employment with the Hospital. The parties do not consider routine monitoring, clinical guidance, providing written and/or oral input for evaluation of other employees’ performance, peer evaluation, and professional direction of employees to whom bargaining unit nurses delegate nursing tasks, assigning professional responsibilities, preparing unit draft schedules, or performing a unit’s time and attendance functions to be supervisory duties.

2.2 During new hire orientation, a representative of the Association will be provided up to one-half (1/2) hour to advise new hires on the existence of a collective bargaining agreement. Scheduling of this meeting to ensure the RN is able to legally get their lunch
The Hospital shall not be obligated to remunerate the representative for any time spent in orientation. The Hospital will notify the Association of the dates of new hire orientation as soon as is reasonably practicable.

2.3 The Hospital will deduct Association membership dues, or fair share from the salary of each nurse who voluntarily agrees to such deductions and who submits an appropriately written authorization form to the Hospital setting forth standard amounts and times of deduction. Deductions shall be made monthly and remitted to the Association together with the names of those authorized deductions. The amount of dues to be deducted shall be certified to the Hospital by the Association. Requests to stop deductions may only be made by the nurse.

2.4

2.4.1 All registered nurses eligible for the bargaining unit shall, as a condition of employment, within thirty-one (31) days of employment or effective date of this Agreement, whichever is later, become members of the Association or pay through payroll deduction an amount certified by the Association per month as their "Fair Share" of the cost of contract negotiations and Administration.

2.4.2 In order to safeguard the rights of non-association of nurses based on bona fide religious tenants or teachings of a church or religious body of which a nurse is a member, that nurse may exercise a choice of joining the Association or paying an amount of money equivalent to regular Association dues to a nonreligious charity mutually agreed upon by the nurse and the Association.

2.4.3 Within thirty (30) days after the execution date of this Agreement, and monthly thereafter, the Hospital shall provide the Association with a master list of all employed nurses who are subject to the provisions of this Agreement, giving the names, addresses, classification, date of birth, RN license numbers, and dates of employment. Each monthly list shall include the names of nurses who resigned, or who have been promoted out of the bargaining unit. The Hospital also will provide the Association with written notice of any new non-bargaining unit positions for which an RN license is required. The Hospital will provide the
Association with the new job description for the position. Electronic notice will be
provided on the day the new position is posted.

2.4.4 The Association shall indemnify and save the Hospital harmless against any
and all claims, demands, suits or other forms of liability that shall arise out of or by
reason of action taken or not taken by the Hospital for the purpose of complying
with the provisions of Section 2.4 of this Agreement in reliance upon any lists,
notices or other assignment furnished to the Hospital by the Association under this
Article.

2.5

2.5.1 Only duly authorized representatives of the Association such as the local
chairperson, nurse representatives and external labor relations representatives
shall be granted access at all reasonable times to enter the Hospital when such
visits are necessitated by matters concerning the administration of this Agreement,
observing the conditions under which the bargaining unit employees are employed
and assisting in processing of grievances. Association representatives, as specified
above, shall, prior to or upon arrival in the Hospital, notify the Hospital
Administrator, or his their designee. There shall be no interference with the work of
nurses or with the confidentiality and privacy of patient care as a result of such right
of entry and such right shall be subject to the general Hospital rules applicable to
nonemployees, except that access shall not be restricted to any particular time of
day.

2.5.2 The Association shall keep the Hospital fully informed, in writing, of all local
Association officers, nurse representatives, nurse staffing committee members, or
other external representatives who may be designated by the Association with the
responsibility of representing the members regarding the Administration of this
Agreement. The Hospital, in turn, shall keep the Association fully informed of the
identity of its supervisors. The Hospital recognizes the right of the Association to
utilize representative members/ registered nurses of this Hospital to serve on a
bargaining unit committee. Such committee shall comprise no less than three (3)
members nor no more than six (6) members and their alternates. The Association
shall furnish the Hospital with a listing of the names of these representatives. Such
representatives may assist in contract negotiations and administration during the
life of this Agreement without discrimination by the Hospital. To facilitate attendance by bargaining unit committee members at contract negotiating sessions without sacrificing regular days off, nurses on the committee will request time off in advance, and nurses will work with the hospital to arrange work assignments to accommodate bargaining sessions with staffing needs.

2.6 The Hospital agrees to permit the Association use of its conference room meeting facilities without charge, subject to the availability and advance scheduling for programs.

2.7 Designated spaces for the posting of matters pertaining to legitimate Association business will be provided for on ONA bulletin boards located in conspicuous places throughout the Hospital. The only notices which may be posted at the nursing stations shall be those announcing a membership meeting, its time and location. All posted material shall be dated and removed after being posted for a reasonable period of time. Every January and July the boards will be evaluated for cleanup by the unit representative or ONA Bargaining Leadership Team. Such notices shall be signed by an official of the Association, and a copy shall be sent to the Hospital CNO Administrator prior to posting.

2.8 Printing and Distribution of Agreement. The Association shall provide a copy of this Agreement to each bargaining unit RN. The Hospital agrees to post a copy of this Agreement on its intranet. The Association shall provide five (5) eight (8) copies of this Agreement to the Hospital and shall place one copy of this Agreement in each unit. Hospital may purchase additional copies of this Agreement for administrative use from the ONA at a cost of $5.00 per copy.

2.9 Labor Management Committee. A Labor Management Committee may be formed at the request of either party. The Committee shall be comprised of an equal number of bargaining unit representatives and management representatives, not to exceed a total of six (6) (up to three (3) each). The ONA Labor Relations Representative may act as the third bargaining unit representative when only two bargaining unit representatives are present or participate in a representative role when three bargaining unit representatives are present.
The Committee shall meet as needed at the request of either party for the purposes of discussing labor/management issues. The unit participants shall submit any items for the agenda of such meetings at least three business days prior to the scheduled meeting. The Committee shall consider matters of mutual concern which are not proper subjects for the grievance procedure or collective bargaining between the parties. Minutes of the meeting shall be prepared and approved by the Executive Senior Director Patient Care Services/CNO (or designee) and the unit leadership participating in the meeting. Each participating Committee member shall be compensated at her appropriate straight-time rate of pay for the purpose of attending these Committee meetings. The Committee shall act in an advisory capacity only.

2.10 Earned Leave Sell Back for ONA Negotiation Team

All nurses with an earned leave bank balance of at least two weeks of the nurses’ owned FTE may be eligible to request a sell back to be donated to the ONA Negotiation Team. The sellback will be at 90% of face value. The sell back must be done during the first pay period of April following the commencement of the 2023-2025 contract.

At sellback, a minimum of the nurses’ FTE must remain in the nurses’ bank. Participating nurses who elect to sell back hours must complete a “Sell Back Request Form” and submit the completed form to the HR office at least 14 days prior to the payment distribution date. The payment distribution information will be posted on the ONA bulletin board by the ONA rep on each unit.

EL sellback checks will be subject to normal payroll withholding taxes, the rate of pay will be 90% of the nurse’s current rate and will be distributed through the normal payroll distribution channels directly to the nurse. Upon receipt of the distribution, it is the sole responsibility of the nurse to direct the funds, as deemed appropriate.

ARTICLE 3 – PROFESSIONAL NURSING CARE COMMITTEE (PNCC)

3.1 Recognition. A Professional Nursing Care Committee shall be established at the Hospital.
3.2 **Responsibility.** The Hospital recognizes the responsibility of the PNCC to recommend measures objectively and to improve patient care and will duly consider such recommendations and will so advise the PNCC of action taken in writing.

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

3.3.1 Consider constructively the practice of nurses;

3.3.2 Work constructively for the improvement of patient care and nursing practice;

3.3.3 Recommend to the Hospital ways and means to improve patient care;

3.3.4 Provide services as described in Article 4, Sections 3 and 5 of this Agreement.

3.3.5 Review all forms of unsafe staffing documentation;

3.3.6 Facilitate the dispersal of funds provided for in Article 4.3.7.

3.3.7 Facilitate bringing in outside educational opportunities for staff utilizing left over PNCC funds.

3.3.8 Evaluation of the HC/OC process.

3.4 **Composition.** The PNCC shall be composed of at least one (1) bargaining unit RN from each nursing department. The Administrator, or designee, and a representative of nursing administration. The Chairperson of this Committee shall be elected by the bargaining unit. PNCC Chair or designee will sit on the Nurse Staffing Committee to update NSC on 3.3.1-3.3.8
3.5 **Frequency of Meetings.** The Committee shall meet as needed, but at least quarterly. Each committee member shall be entitled to their regular straight-time rate for the purpose of attending meetings. Such meetings shall be scheduled so as not to conflict with the routine. The PNCC shall prepare an agenda and keep minutes of all meetings, copies of which shall be provided to the Executive Senior Director Patient Care Services/CNO, the Hospital Administrator and the Association.

3.6 **Special Meetings.** The Administration may request special meetings with the PNCC, but such meetings shall not take the place of regularly scheduled meetings of the PNCC.

3.7 **Staffing Committee.** The staffing committee is a nurse manager and staff nurse-lead committee tasked with creating department-level staffing plans based on a patient population’s acuity and needs matched with staff’s competency and experience. In developing the staffing plan, the staffing committee’s primary goal shall be to ensure that the hospital is adequately staffed to meet the safety and healthcare needs of its patients. It is also the goal of the committee to ensure that all staffing aspects are compliant with regulations. This committee is composed of equal numbers of nurse management and ONA RN representatives. The Staffing Committee shall, (1) include equal numbers of Hospital nurse managers and direct care registered nurses, (2) include at least one direct care registered nurse from each Hospital nurse specialty or unit as defined by the Hospital, to be selected by direct care registered nurses from the particular specialty or unit, and (3) have as its primary consideration the provision of safe patient care and an adequate nursing staff pursuant to ORS 441.162 and OAR 333.510.0045 (8) through (11). The committee currently consists of nurse managers and direct care registered nurses from designated specialties or units. If the Hospital wishes to change these arrangements, it shall first review the matter with the Association and the committee.

3.8 **Staffing System.** The Hospital and registered nurses will act in compliance with the appropriate OARs ORS 441.162 and OAR 333.510.0045 (8) through (11) in its entirety. The Hospital shall be responsible for the implementation of a written Hospital-wide staffing plan for nursing services. The staffing plan shall be developed, monitored, evaluated and modified by the Staffing Committee. The staffing plan shall:
3.8.1—Be based on an accurate description of individual and aggregate patient-needs and requirements for nursing care.

3.8.2—Be based on the specialized qualifications and competencies of the nursing staff. The skill mix and competency of the staff shall ensure that the nursing care needs of the patients are met and shall insure patient safety.

3.8.3—Be consistent with nationally recognized evidence-based standards and guidelines established by professional nursing specialty organizations and recognize differences in patient acuteness.

3.8.4—Establish minimum numbers of nursing staff including licensed practical nurses and certified nursing assistants required on specified shifts. At least one registered nurse and one other nursing staff member must be on duty in a unit when a patient is present unless a waiver has been granted by the Oregon Health Division for a specific unit.

3.8.5—Include a formal process for evaluating and initiating limitations on admission or diversion of patients to another acute care facility when, in the judgment of the direct care registered nurse, there is an inability to meet patient care needs or a risk of harm to existing and new patients.

3.9—The Hospital shall evaluate and monitor the staffing plan for safe patient care and revise the staffing plan as necessary as part of the Hospital's quality assurance process. The Hospital shall maintain written documentation of these quality assurance activities.

3.10—The Hospital shall maintain and post electronically in the Hospital's scheduling software a list of on-call nursing staff or staffing agencies to provide replacement for nursing staff in the event of vacancies. The list of on-call nurses or agencies must be sufficient to provide replacement staff.

3.11—In the event that the provisions of ORS 441.162 and OAR 333.510.0045 are changed the provisions of this Article 3 will be deemed modified in accordance with such changes.
ARTICLE 4 – PROFESSIONAL DEVELOPMENT

4.1 The Hospital shall provide written counseling and evaluations of the professional performance of each newly employed nurse covered by this Agreement at least once within the three (3) months after commencing employment, monthly if the nurse’s introductory period is extended, and not less than once per year thereafter. The evaluation of each newly-employed nurse shall include the preceptor designated by the Hospital preceptor program.

4.1.1 Annual evaluations are to be made by the Unit Director/Manager Executive-Director Patient Care Services (or designee) who shall consult two (2) members of nursing personnel who have direct contact or knowledge of the employee’s ability. Each nurse will attempt to have two (2) peer evaluations as part of the annual review. One (1) peer evaluation may be assigned by the director/manager and one (1) peer evaluation may be selected by the nurse. Failure of peers to provide an evaluation will not limit the ability for the Unit Director/Manager to complete the evaluation.

4.2 The Hospital agrees to maintain a continuing in-service education program for all nurses covered by this Agreement. In the event a nurse is required by the Hospital to attend in-service education functions outside her normal shift, she they will be compensated for time spent at her established straight-time hourly rate; the nurse will also receive any shift differential if the nurse was otherwise scheduled to work a premium shift.

As a condition of employment, all nurses covered by this Agreement will be expected to participate in a minimum of twenty (20) hours per year of in-service training or other education that is approved by the PNCC. Such training will be made available to all shifts and will be reviewed annually on the nurse’s evaluation and continuing competency checklist. When a casual nurse must attend outside workshops in order to complete the twenty (20) hour per year requirement, the hospital shall pay the cost of any associated tuition to attend such approved workshops, if the nurse has received advance approval to attend the workshop. Upon return, the nurse may be requested to provide a summary of the workshop to other interested nurses. Time spent in mandatory in-service training will count as hours worked for purposes of determining whether the nurse will receive any overtime pay, depending upon whether the nurse is on an 8/80, 10/40, 12/36 schedule, or a 40-hour workweek schedule. Such hours shall be calculated on a fiscal year basis with proration of new hires. Each nurse is required to keep education hours updated.
electronically. Nurses are required to maintain their license and certifications required for their department, failure to do so by the nurse will affect the nurses ability to work. Exceptions may include cancelation of certification class by the institution hosting the certification.

4.3

4.3.1 At the start of the Hospital’s fiscal year following date of hire, a full-time nurse shall earn paid educational leave at the rate of thirty-six (36) hours per year. Part time nurses shall earn prorated paid educational leave based on the nurse's FTE allocation at the beginning of the fiscal year. Each nurse will accrue, tuition, travel and lodging when they have met their introductory period. The appropriate number of educational days shall be deposited in each nurse's benefit account at the beginning of each fiscal year. Days deposited in the account of a nurse prior to his/her first anniversary will be available for use on the nurse's anniversary date. At the nurse’s option, accrued but unused paid educational leave may be used for conference time attended work time lost and travel time associated with an approved educational event. Individual applications for use of the days shall be subject to the approval of the Director/Manager and CNO and shall not be unreasonably denied. Applications submitted thirty (30) days in advance of an education day and approved will not be canceled unless there is an unexpected, emergent staffing crisis. In the event the educational opportunity is canceled at the request of the hospital, any expenses up to the approved allotted amount that are incurred by the RN and are not reimbursable will be reimbursed by the hospital. In addition, nurses who are classified as casual shall not be eligible to participate in paid education leave unless otherwise directed to do so by the Hospital, in its discretion. In the event new skills requirements should be added to a position based upon nationally recommended standards for each unit (i.e., ACLS, TNCC, NRP), the Hospital shall ensure that training for the new requirements, equipment or new procedures is provided for employees in that position, and to compensate the employees for time spent and/or expenses incurred in such newly required training. PNCC hours may be used by nurses who choose additionally to attend non-required pre-certification classes. Should attendance be required at pre-certification classes, the hospital shall also pay for time spent in such classes, including reasonable hours spent in online courses, as determined by the Hospital.

4.3.1 Department-required certifications will not be charged against the nurse's PNCC hours or educational bank. Scheduling of Department required educational activities are subject to management approval in order to maintain safe staffing in each department. If a nurse loses any scheduled hours in order to complete department-required education under this section, the nurse shall be compensated for the actual attended scheduled course hours. If the department-required course does not last the equivalent of the full shift the nurse misses, the nurse may request the opportunity to make up the missed hours during the pay period. If the Hospital is unable to accommodate the nurse’s request, then the nurse may choose to take earned leave or HC for the time missed. Reimbursement for required certification study time includes time spent studying outside of time clocked into the organization. Payment for reimbursement will be paid upon the completion of the course, pre-course work being completed prior to the class attendance and claiming and turning in the certification card to Director/Manager. Education and HR. Payment for study hours are not calculated as part of the
employee FTE. No reimbursement will be given for BLS after initial certification.

- Initial certification classes maximum four (4) hours
- Recertification Classes: maximum two (2) hours
- Time spent for modules/videos/sim (example TNCC) based on the
certifying body suggested time

Twice yearly AHA Coordinator will evaluate the certifying body suggested time for
modules and will present to PNCC for consideration. The maximum recertification time
allowed per contract term is fifty percent (50%) of the RNs required combined
certifications.

4.3.2 The Hospital assumes no liability whatsoever for a nurse traveling to or from
or attending any non-Hospital related outside activity off the premises of the
Hospital to the extent allowable by law.

4.3.3 All nurses shall be prepared to make a presentation to the Nurse Residents
regarding the educational experience from paid education leave received. This
must be scheduled with the Nurse Residency Coordinator prior to the education
attendance. These educational presentations will be available for any employee to
attend. to make at least two (2) oral presentations to the Hospital staff regarding
educational experience from paid education leave received.

4.3.4 A nurse may use educational days to attend programs, seminars or classes
related to the practice of nursing. Educational funds can be used for the cost of
certification and re-certification of a nursing specialty applicable to the unit in which
they are currently working.

4.3.5 Nurses who believe that their applications for educational hours or programs
have been unreasonably denied may appeal the decision to the PNCC. Such
appeal, to be timely, must be submitted to the PNCC within ten (10) calendar days
of the receipt of the denial. The PNCC shall review the appeal and respond in
writing to the nurse within ten (10) calendar days of the appeal. The decision of the
PNCC shall be final. The appeals process may be used in the same manner for
4.3.6 In addition to the accrual of paid educational leave, each full-time nurse shall be eligible to use up to $800 2600 per contract year term for travel and lodging expenses related to the costs of an approved educational event regardless of whether the nurse uses accrued paid educational leave to attend, provided, however, that no more than one-half (1/2) of the nurses in a particular department may use this amount in a single fiscal year. Each nurse may take their contract term allotment at one time, combining years. Each part-time nurse shall be eligible to use a pro-rated amount based on the nurse’s FTE allocation at the beginning of the contract term. Application for such expense money shall be made at least thirty (30) days in advance to the Department Nurse Manager and shall not be unreasonably denied. Nurses who believe that their application has been unreasonably denied may also appeal the denial in the same manner described in Section 4.3.5 above. Expenses related to mandatory in-service or training described in Section 4.3.1 above shall not be deducted from a nurse’s annual expense accrual unless the required training is offered at the Hospital and the nurse elects to take the training at another location, not at the request of the Hospital. At their option, nurses may receive expense monies (for airplane, travel, and/or lodging) in advance of attending the event. In such cases, receipts must be submitted demonstrating appropriate use of the expense advance. Expense reimbursement shall be paid in accordance with Hospital Personnel Policy.

4.3.7 Each May 1, the Hospital shall set aside $20,000 for the bargaining unit’s use for registration fees related to external educational programs, and $4,000 $5,000 to be used by casual nurses for registration fees related to external educational programs if the nurse has two consecutive six month periods of minimum hours worked. Unused funds will not carry over from year to year. The PNCC shall be charged with the administration of the fund and shall work to establish a process which will facilitate continuing nursing education and certification achievement by creating clear guidelines for nurses who make requests for reimbursement of registration fees under this provision. Starting March 1st of each year, any unused or unclaimed education funds may be utilized to bring in speakers or additional education opportunities in collaboration with PNCC.

4.3.8 Nurses who have given resignation may be dropped from any certification class they are signed up for at the Hospital’s discretion.

4.3.9 In the event when educational opportunities are canceled, the nurses who took
regularly scheduled shifts off to complete mandatory certifications for job requirements (i.e. BLS, ALCS, TNCC) may ask for their shifts back. The hospital will provide reasonable opportunity to make up hours, these hours may include any available hours on the schedule within the same time period. These hours are not guaranteed to be the nurses regularly schedule shifts. The nurse may opt to utilize EL in lieu of working available shifts.

4.4

4.4.1 The Hospital agrees to reimburse tuition costs for up to twelve (12) six (6) credit-hours per fiscal year semester or quarter for BSN, nursing related Masters MSN, or Doctorate or courses needed for medical translator certification approved by the PNCC which are related to the professional duties, but in no event shall the cost of additional education as approved by the PNCC for nurses who avail themselves of this exceed $10,000.00 in total based upon the Hospital's fiscal year (i.e., May 1 to April 30 of each year). Tuition reimbursement applications will be reviewed every 6 months by PNCC and presented to NSC at the Q2 and Q4 meetings. A nurse must have completed twelve (12) calendar months of employment before becoming eligible for tuition reimbursement under this agreement. Nurses participating in this program will be expected to commit to employment at the Hospital for at least two (2) years following the last tuition reimbursement and to maintain a minimum employment requirement of 0.5 FTE.

4.4.2 It is further recognized that to receive reimbursement under the provision, nurses who participate must maintain at least a "B" average in each of the classes in which they received reimbursement participate. The $10,000.00 maximum specified above shall be applicable to any one (1) nurse but shall not be applicable to all applications received by the Hospital during the fiscal year.

4.4.3 Inclusive under the tuition reimbursement program will be reimbursements for the cost of correspondence work done through an accredited nursing institution with a degree program, administration fees and the cost of any challenge program up to the twelve (12) six (6)-credit-hour dollar equivalent maximum specified above.

4.5 It is the intent of the Hospital to achieve the following standards and the Hospital will make every reasonable effort to:
4.5.1 Assign so that a new employee without prior nursing experience will not be assigned to work Charge responsibility and pay during the nurse's first twelve (12) months of employment. Prior to being assigned a Charge responsibility, the nurse will be provided additional orientation training, either an external or internal course approved by the PNCC. Charge nurses must have completed ACLS and PALS (except FBC which requires NRP) training. A one-time grace period to obtain PALS for charge nurses will be granted until April 30, 2024.

4.5.2 Provide a comprehensive two (2)-week minimum orientation to each newly employed RN prior to assigning a normal patient load.

4.5.3 Not assign a nurse to float to a unit which the nurse has neither experience, orientation, nor completed the baseline competencies for filling this position other than as a “helping hands”. All nurses within the organization can be utilized within any department as “helping hands”.

- Helping hands is defined as any standard nursing task that is reasonably expected as part of basic nursing. This may include but is not limited to procedures such as IV starts and Foley Catheter placements. The primary nurse for the patient continues to be primarily responsible for the overall care.

4.5.4 Not be assigned to orient to more than two (2) departments at a time until the nurse successfully completes the primary position’s baseline competencies.

ARTICLE 5 – EQUALITY OF EMPLOYMENT OPPORTUNITY

The provisions of this Agreement shall be applied without regard to race, religion, color, age, gender, national origin, sexual orientation, and/or physical disability which can be reasonably accommodated in all aspects of employment. It is further understood that the Association will cooperate with the Hospital's policy of nondiscrimination in all aspects of employment. Where the pronoun “he” or “she” appears, it shall be deemed to apply to persons of the male or female gender.

The Hospital and the Association agree that any form of harassment, including sexual harassment, shall not be permitted. All nurses are to report any suspected discrimination,
including any harassment of a nurse in contravention of this Article, to Hospital management immediately. Retaliation for reporting such conduct will not be tolerated.

ARTICLE 6 – EARNED LEAVE

6.1 Definition. The Hospital uses a system called "earned leave", which combines paid time off for vacation, sickness, and holidays. Earned leave hours accrued are based on hours compensated including regular hours, overtime hours, callback, earned leave, on-call hours (due to low census), house convenience hours, education hours, during periods of jury duty and paid authorized leaves. 

fiscal contract year.-EL accrual will be given initially with a cap at 2080 hours, at the end of each contract year, nurses may ask that their EL bank be evaluated between January 15-January 31. If the nurse has worked over the 2080 hours, their EL bank will be credited with EL owed after the end of fiscal year. Failure to ask for the evaluation automatically forfeits the nurses’ potential credited hours. Nurses may ask for this evaluation starting on January 15, 2024.

Nurses may have the option to use an HC day on scheduled work days when inclement weather prevents the nurse from reporting to work. Earned leave may be used for authorized leave, holidays, vacations, sick days, and for illness of family members. Earned leave will be paid at the nurse’s regular rate of pay including applicable shift differential.

For Holiday EL refer to section 9.3.

6.2 Eligibility. All regular full-time and regular part-time employees who have completed their introductory period of ninety (90) days shall accrue earned leave. Casual and temporary nurses do not accrue earned leave. Employees with longer years of continuous employment accrue at a faster rate as provided for under Section 6.6.

6.3 Limitations. The in any given pay period, the combined total of hours worked and earned leave cannot exceed the normal RNs primary FTE working time in any given pay period, except for not including extra shifts, or hours beyond primary FTE, for overtime, Extended Illness Hours or call back/standby hours. Earned leave may be utilized, at the nurse’s option, to supplement work time lost due to low census cancellation.

6.4 The maximum number of earned leave hours a nurse may accumulate is 520 hours total. Once the maximum has been reached, no further hours will accrue until the employee has taken earned leave time off.
6.5 Earned leave hours are credited starting with the first day of employment.

6.6 **Accrual Rates.** The following is the schedule used in computing earned leave.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Earned per Hour</th>
<th>Maximum Accrued Per Year</th>
<th>Maximum Banked Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 0-5</td>
<td>0.0962</td>
<td>200 hours</td>
<td>520 hours</td>
</tr>
<tr>
<td>Year 6-10</td>
<td>0.1154</td>
<td>240 hours</td>
<td>520 hours</td>
</tr>
<tr>
<td>Year 11 +</td>
<td>0.1346</td>
<td>280 hours</td>
<td>520 hours</td>
</tr>
</tbody>
</table>

6.7 **Use of Earned Leave for Vacation.** A nurse shall be free to utilize her/his earned leave as it best fits her/his own personal needs, in accordance with other provisions of this Agreement. All Earned leave times of at least two (2) consecutive weeks will be established on a first-come-first-serve basis by date of scheduling software request application. In the event two (2) or more nurses request the same time and make a request on the same calendar date, and not all requests can be granted, the most senior nurse will be granted the earned leave time requested. Requests for earned leave of at least two (2) consecutive weeks should be submitted at least four (4) weeks prior to the schedule being posted. Requests for earned leave of less than two (2) consecutive weeks shall be submitted at least two (2) weeks prior to the schedule being posted. In those instances where a nurse provides the Hospital with two (2) or more months advance notice, the Hospital will endeavor to grant the earned leave request on first-come-first-served basis. Requests for earned leave should not be made more than six (6) months in advance, with the exception of extenuating circumstances. Extenuating circumstances may be used once every two years excluding holidays. If it is denied, a response will be provided electronically or in writing within fourteen (14) days two (2) weeks after receipt of the request. The Hospital will endeavor to meet all such requests with the understanding that the Hospital reserves the right to determine how many nurses within the Hospital and/or within each unit may take earned leave at one time to assure safe staffing levels. Leave requests shall be submitted in scheduling software and leave-request dates shall be indicated in writing on the HCOC schedule to provide for a clear understanding of the next month’s submission deadline. If a nurse utilizes Earned Leave
for unexpected absences resulting in a low balance for planned vacation, the nurse will only be allowed vacation on days that can be covered by earned leave to fulfil their FTE. Vacation schedule will be modified. If a nurse’s regular shift is already filled, the nurse will be scheduled to work if there are available open shifts.

6.8 Use of Earned Leave for a Holiday. See Section 9.3.

6.9 Use of Earned Leave for Illness. A nurse who becomes ill will use a day of earned leave with pay for all scheduled hours at the regular rate of pay, as shown in Appendix A, for each day of absence from work because of illness commencing with the first day of each illness through the third consecutive lost work day or twenty-four (24) hours, whichever comes first; (for nurses working twelve (12) hour shifts for the first through the second consecutive lost day or twenty-four (24) hours, whichever comes first). See Article 7 use of EIH.

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 Earned Leave time must be used. The nurse requiring time off without prior approval must should make an reasonable attempt to call in at least two (2) three (3) and must call no later than two (2) hours before the beginning of the nurse’s scheduled start time shift. Failure to call in within the two (2) hours will be considered an unexcused absence. If the nurse does not have approval for each day of absence, it shall be considered an unexcused absence. Such absences can become cause for disciplinary action.

6.10 Authorized Leaves. If the employee requests earned leave for any portion of an authorized leave, he/she they must submit a time off request through the scheduling software. an “Earned Leave Request” form to his/her immediate supervisor.

6.11 The electronic timekeeping system Personnel Office will maintain a record of earned leave accrued and used for each nurse. In addition, current accrued earned leave hours will be shown on a nurse’s paycheck stub.
6.12 All earned leave accrued but unused by a nurse at the time of termination will be converted to cash at the rate of one (1) hour paid for each hour earned, using the nurse's final base rate of pay without differentials.

ARTICLE 7 – EXTENDED ILLNESS HOURS

7.1 Subject to the eligibility requirements below, extended illness hours (EIH) shall be taken for regularly scheduled shifts which are missed due to illness, bereavement leave or disability. EIH shall be used only after a nurse has been ill or disabled for three (3) consecutive days or twenty-four (24) consecutive work hours, whichever comes first; (for nurses working twelve (12) hour shifts, after two (2) consecutive work days or twenty-four (24) hours, whichever comes first). If a nurse is hospitalized, then these hours shall be used starting with the first day of hospitalization which includes ambulatory surgical procedures in a surgery center or for other verifiable medical dental surgical procedures necessitating time away from work.

7.1.1 Bereavement. EIH may be used on the first day of bereavement leave for a death in the immediate family. The immediate family includes parents, current spouse, children, siblings, aunts, uncles, nieces, nephews, grandparents, spousal equivalents or domestic partners, current in-laws, adopted children and those under a legal guardianship. EIH may be used for bereavement for up to five (5) workdays. Up to an additional three (3) days of EIH may be requested by a nurse when such additional time is needed to travel over 500 miles one way to attend services. Additional EIH may also be used for such deaths when circumstances warrant. EIH may be used in one (1) hour increments.

7.2 Nurses are expected to communicate with the House Supervisor or their Nurse Director/Manager in accordance with applicable law during times of illness or disability. The Nurse Director/Manager may make arrangements for the nurse to call at specific intervals due to the nature of the illness. Nurses shall provide as much advance notice of the need for EIH as is practicable.

7.3 Eligibility. All regular full-time and regular part-time nurses shall accrue extended illness hours that have completed their introductory period of ninety (90) days. At the end of the ninety (90) day introductory period, EIH will be credited back to the first day of employment. Casual and temporary nurses do not accrue EIH.
### 7.4 Accrual

The following is the schedule used in computing EIH:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Earned Per Hour</th>
<th>Maximum Accrued Per Year</th>
<th>Maximum Hours Banked</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td>0.0231</td>
<td>48 hours</td>
<td>520 hours</td>
</tr>
</tbody>
</table>

### 7.5 Casual nurses who have frozen banked EIH may use such hours if they return to a full-time or part-time position.

**ARTICLE 8 – HOURS OF WORK**

#### 8.1 The basic work period shall consist of either a fourteen (14)-day calendar period, which represents eighty (80) hours of work, or a seven (7)-day calendar period, which represents forty (40) hours of work. A workday shall be defined herein as a twenty-four (24)-hour period, commencing with the time the nurse first reports to work. Nothing contained in this section or Article shall be construed as a guarantee of hours of work or workweek.

#### 8.2

#### 8.2.1 Alternative work schedules may be scheduled by the Hospital after securing the agreement of the Association and a majority of the affected nurses within a specified unit.
8.2.2 Job sharing arrangements may be approved at the sole discretion of the Hospital. The conditions of any approved job share will be provided in writing and a copy given to all the nurses involved. Each nurse may only have one job share. Job shares may be terminated by management. If the job share is terminated by either employee, the primary RN must assume the vacated portion of the FTE. reduced-to-writing and provided to the nurses involved.

8.3

8.3.1 Work rules consistent with BOLI include 8/80, 10/40, 12/36. Any hours in excess of each nurse’s work rule will be remunerated at the rate of one and one half (1 ½) times their WAOT. For the purposes of computing overtime for those nurses working eight (8)-hour shifts, all hours in excess of eight (8) hours in any one (1) day or in excess of eighty (80) hours in that period shall be remunerated at the rate of one and one-half (1 1/2) times their straight-time hourly rate. For those nurses working shifts other than eight hours, overtime shall be remunerated at the rate of one and one-half (1 1/2) times the nurse’s straight-time hourly for all hours worked in excess of forty (40) hours or in excess of the nurse’s scheduled work hours in any one day. All hours worked in excess of sixteen (16) hours per workday shall be paid at the rate of double (2) times the nurse’s rate of pay. For nurses who are on standby for a full weekend period, all hours actually worked in excess of sixteen (16) hours in the weekend period shall be paid at the rate of double (2) times the nurse’s rate of pay. For purposes of this provision, the weekend period shall run from the beginning of on-call on Friday (1530 OR, 1600 PACU) to the end of on-call on Monday. It is understood that any work hours that are pre-scheduled on the weekend and otherwise paid at straight time will not count towards the sixteen (16) hour minimum needed to increase the overtime pay to double time.

8.3.2 When a nurse is working extended hours due to a combination of standby, call-back and regular hours and requests to be replaced during the next scheduled shift due to fatigue, reasonable efforts will be made to accommodate such request. The nurse may choose to use Earned Leave during any such absence. In no case will the nurse be required to work when advanced three (3) hour two-(2)-hour notice of fatigue has been given to the appropriate supervisor.
8.4 After the draft schedule is posted electronically, notification of posted schedule will be sent out electronically via the electronic scheduling software simultaneously to each nurse. Nurses are responsible to keep their notification preferences updated within the scheduling software. Department Managers will send a needs list electronically to all nurses on their unit no later than the day the schedule is posted. Nurses who meet the minimum competency requirements for the available shift may sign up for extra hours in their respective department on a first-come, first-served basis for all casual staff, after seven calendar days the shift becomes available to all qualified staff. Available hours will then be provided to nurses who have signed up and in accordance with the above criteria. There will be no requirements to provide shifts to nurses when those shifts will result in overtime pay. If two nurses ask for the same hours, the prioritization will be:

- Nurses picking up the full shift
- Casual RNs
- Nurses not overtime
- Nurses at overtime

Should a nurse pick up an available shift and discovers they are unable to fulfill the requirement it is considered a time off request, they should follow article 6.7.
8.5 One fifteen (15)-minute rest period shall be allowed for each four (4)-hour period of employment. Rest rooms and lockers shall be provided by the Hospital. Failure of nurses to take their lunch and rest breaks when offered without approval from Unit Manager and/or House Supervisor may result in disciplinary actions.

   When possible, meal breaks will be taken during the following working hours:
   For eight-hour shifts, between the third and sixth working hour;
   For ten-hour shifts, between the fourth and eighth working hour;
   For twelve-hour shifts, between the fourth and ninth working hour.

8.6 For the purposes of this contract, definitions of the schedule will include posting of the schedule is defined as 6-month draft schedule. A finalized schedule will be available the 15th of the previous month and no longer available for edits without mutual consent. Work schedules shall be prepared in calendar month cycles and posted on the 15th of the month prior two (2) weeks in advance of the work period. Requests for days off must be submitted prior to the first day of the month prior to the schedule. two (2) weeks prior to the scheduled posting time and no such reasonable request will be denied, if adequate staffing is available. Requests for additional shifts must also be submitted two (2) weeks prior to the scheduled posting time. Such requests will be accepted on a first-come, first-served basis among nurses who meet minimum competency requirements for the available work. All requests must be renewed prior to each schedule's posting. Once the schedule has been finalized posted, schedule changes regarding hours or days shall not be made unless by mutual consent of the Unit Manager Executive Director Patient Care Services, or designee, and the nurse. Emergency requests may be submitted directly to the shift supervisor. Requests must be on the request form, signed and dated. For those nurses holding a combination float/unit specified position, the finalized posted schedule shall reflect which days are unit specific and which are float days. Nurses needing time off after the schedule is finalized, may find their own replacement ensuring that minimum staffing levels are maintained and approved by the Unit Manager or designee, this includes elective, scheduled procedures on a current finalized schedule. The change from the current 28-day schedule to the calendar month schedule will occur starting July 1, 2023.
8.7.1 Nurses scheduled to report to work who report without having received at least ninety (90) minutes notice in advance of a scheduled shift that there is no work available in their regular assignment, the nurse may be assigned work in other units for which they are qualified or to orientation in a unit designated by the Hospital or as extra staff or as helping hands. In lieu of such assignments and pay, the Hospital will consider a nurse’s request for a day off without pay in these circumstances. For nurses who live more than ninety (90) minutes away from the Hospital, the Hospital will endeavor to call them ahead of their travel. Nurses may call into the House Supervisor at any point to request an update on staffing.

8.7.2 When the Hospital is unable to notify utilize such a nurse, the nurse without at least ninety (90) minutes advance notice of a scheduled shift, the nurse shall be paid in an amount equivalent to four (4) eight (8) hours at her their straight-time hourly rate, if they remain in house and are given a work assignment, plus any applicable shift differential. Provided, however, that a nurse who is scheduled to work less than eight (8) hours on such day shall be paid for her regularly scheduled hours of work. It shall be the responsibility of the nurse to notify the Hospital of the nurse’s current address and telephone number or another telephone number or alternate method to contact the nurse if ninety (90) minutes prior to their her shift the nurse, due to a predetermined schedule, will not be at her residence. Failure to do so shall eliminate the Hospital from being obligated to pay the minimum guarantee specified above and complying with the notification requirement.

8.7.3 The provisions of this Section shall not apply in the event of acts of God, compliance with government laws/regulations, emergency declarations or other natural disasters, or any other circumstances beyond the control of the Hospital which interfere with the work being provided.

8.7.4 For the purposes of this provision, orientation shall be defined as being each units staffing plan. instructed or acquainted with the physical layout, procedures and requirements of the unit as identified in section 4.5.2 and accomplished by completion of a primary competency checklist in each department. Such orientation process may include providing patient care under the supervision of the nurse manager or designee. The scope and phases of the orientation shall be determined by the nurse manager and clearly identified with the orienting RN and the RN.
preceptor. The approved competency checklist shall reflect the scope and phases of the orientation as it is expected to be followed. Each individual phase and scope of orientation shall have an associated competency checklist attached with specific timelines for completing each task section. Orientation programs and checklists shall be reviewed and approved annually by the NSC per OHA regulations-PNCC.

8.8 There shall be no pyramiding of premium rates, such as working overtime on a holiday.

8.9 A nurse required to stay on the Hospital premises when their his/her unit is closed shall receive their regular rate of pay for the hours in question, it being understood such nurses may be required to work in any open patient care unit and perform those basic nursing skills as directed by the nurse director/manager or designee. In the event the nurse elects to stay in the assigned unit rather than float to another unit when the assigned unit is closed, s/he they shall be placed on-call in house and be paid only the on-call in house differential for the hours in question. It being understood that if work is necessary in the closed unit as described by the applicable director/nurse manager or designee in the closed unit (i.e., restocking, etc.), then the nurse shall be paid their his/her regular rate of pay including any applicable shift differential. Upon completion of said task (i.e., restocking, etc.) the nurse must report to the House Supervisor for additional work.
8.10 Each regularly scheduled nurse shall normally have an unbroken rest period of at least ten (10) hours between shifts, unless emergency conditions require such nurse to work longer periods to meet adequate nursing care requirements. All time worked without a break of at least ten (10) hours at the request of the Hospital shall be paid at the rate of one and one-half (1-1/2) times the nurse’s regular rate of pay. This does not apply to on-call or standby hours.

If a nurse is scheduled on-call and works seventy-five (75%) percent or more of that on-call shift, for rotation purposes, this shall not be an on-call day. If a nurse is called back to work from on-call status for less than seventy-five (75%) percent of the scheduled on-call shift the nurse shall receive one and one-half times (1-1/2) the applicable rate of pay for each hour worked, with a two (2) hour minimum. If a nurse is called in for seventy-five (75%) percent or more of the scheduled on-call shift, the nurse shall receive straight-time pay for the amount of the scheduled shift.

ARTICLE 9 – HOLIDAYS

9.1 All holidays will be observed during the 24-hour period commencing with the beginning at midnight of the day shift of the holiday. Employees beginning a shift during this 24-hour period will be considered working the holiday. The following holidays are recognized by the hospital:

<table>
<thead>
<tr>
<th>Major Holidays</th>
<th>Minor Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thanksgiving Day</td>
<td>New Year’s Day</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>Easter Sunday</td>
</tr>
<tr>
<td>Christmas Eve Day</td>
<td>Memorial Day</td>
</tr>
<tr>
<td></td>
<td>Fourth of July</td>
</tr>
<tr>
<td></td>
<td>Labor Day</td>
</tr>
</tbody>
</table>

9.2 Regular full-time and regular part-time nurses who work on a holiday will receive one and one-half (1-1/2) times their regular rate of pay. Casual nurses who work on a holiday will receive two and one-half (2-1/2) times their regular rate of pay. Any hours that would otherwise be paid at one and a half (1-1/2) time premium
(call-back, overtime) shall be paid at double time pay when worked on a holiday.

9.3 On recognized holidays, a nurse may elect to receive pay for up to one (1) day of accrued earned leave without differentials. To receive earned leave, pay for a holiday, an employee must submit an "Earned Leave Request" through electronic notification to unit manager. This applies to all nurses, scheduled or not. Each nurse should have a minimum of one pay period of EL per the RNs FTE in their EL bank in order to utilize additional EL on a holiday ferm. Should a nurse’s department be closed because of a holiday, the nurse shall have the choice of using earned leave or claiming the holiday as an HC day regardless of the balance of their EL bank.

9.4 Rotation of Work. The Hospital shall attempt to rotate holiday work. Christmas Eve, Christmas Day, and Thanksgiving holidays schedule will be finalized together. Holiday requests for these holidays shall be submitted prior to October 1st to the unit manager or designee. Once holiday schedule is finalized, covering requests for time off is the responsibility of the nurse and not the Hospital. For the purposes of determining the previous year’s holiday commitment, the nurse working the majority of holiday hours will have holiday credit in regards to rotation of holidays.

ARTICLE 10 – EMPLOYMENT STATUS

10.1 Except as limited in this Agreement, the Hospital shall have the right to hire, promote and transfer employees. No nurse shall be disciplined, discharged or suspended except for just cause.

It will be a condition of employment that nurses provide and maintain an active telephone number where they may be reached. Nurses shall keep this current phone number on file with in the Unit Manager or designee, Electronic Time Keeping System (Kronos) and Staffing Office Nursing Office. Changes in phone numbers should be provided to all three.

10.2 Primary nurse positions will be filled by registered nurses. The job classifications under this Agreement include:

10.2.1 Charge Nurse. Under direction of a Nurse Director/Manager and/or Shift House Supervisor is responsible for all tasks as defined by the unit specific nurse staffing plans coordination of unit staff for patient assignment. The selection
of Charge Nurse shall be at the sole discretion of the Nurse Director/Manager with
the understanding that any identified relief Charge Nurse shall be entitled to
applicable charge differential in the absence of the Nurse Director/Manager and
Charge Nurse. Notwithstanding anything else in this section, designated Charge
Nurse positions in units that have such positions will be posted in accordance with
Section 16.3.

10.2.2 Full-Time Nurse. Nurses owning an 0.8-1.0 FTE are considered to full-
time. Any nurse who is regularly scheduled to work at least forty (40) hours a week-
(thirty-six (36) hours a week for nurses working twelve (12)-hour shifts) or eighty-
(80) hours in a fourteen (14)-calendar day period (seventy-two (72) hours in a
fourteen (14)-calendar day period for nurses working twelve (12)-hour shifts).

10.2.3 Part-Time Nurse. Nurses owning less than an 0.8 FTE. Any nurse who
is regularly scheduled for less than forty (40) hours per week (less than thirty-six
(36) hours per week for nurses working twelve (12)-hour shifts). Such nurses shall
be eligible to receive earned leave and extended illness hours on a pro rata basis.

10.2.4 Casual Nurse. Nurses Staff working without a permanent assignment
who are employed to work on an intermittent basis as-needed. Such nurses shall
not be eligible for either purchased or accrued benefits. Full-time and part-time
nurses may use casual nurses to serve as their replacements when necessary with
the approval of the Executive Senior Director Patient Care Services/CNO or
designee. Before the schedule is posted, each Nurse Manager will indicate to the
Casual Nurse which shifts are available in the following schedule. A Casual Nurse
must be scheduled to work at least Seventy-two (72) forty-eight (48) hours every
three (3) months or one hundred and forty-four (144) ninety-six (96) hours every six
(6) months to retain status as a Casual. Casual nurses shall be available to work at
least two (2) holidays per calendar year. At least one of the two (2) holidays shall be
one of the three major holidays as defined in section 9.1. Hours spent re-orienting
to a department after a long period of time away, or to a unit other than the nurse’s
home unit, or hours spent at education/certifications, do not count towards the
casual work hour requirements. Low census days and/or house-convenience days
shall count as days worked for purposes of this section. During periods of
prolonged low census, when the Hospital is unable to schedule a Casual Nurse in days he/she is available to work, the minimum work requirement may be waived by the Hospital. For each anniversary year of service, a casual nurse shall accrue 0.333 years of seniority. Casual Nurses are able to apply for an FTE position as soon as one becomes available regardless of their length of employment. Casual Status will be evaluated each Jan and July.

10.2.5 Nurses who are downwardly classified involuntarily as a casual nurse shall not lose earned leave or extended illness hours accrued while in a higher classification. Such nurses may use accrued benefits until such benefits are depleted. Nurses who elect to be downwardly classified as casual will receive a cash payment representing any accrued earned leave over 100 hours (which is the maximum amount that can be retained by the nurse after the conversion to casual status).

10.2.6 Reclassification of Casual and Part-Time Nurses. The Hospital shall review the status of each part-time nurse or casual nurse each January and July 1 of each year for the purpose of changing classification status. Any change in status shall be based upon all compensated hours paid in the previous six (6) months and whether such hours are expected to continue for that casual or part-time nurse. However, no reclassification shall occur unless the interested nurse who wishes to be considered for a possible reclassification submits written notification to the Personnel Human Resources Director and their respective Unit Manager or designee. Notwithstanding the foregoing sentence, the Hospital may unilaterally reclassify a casual nurse to full-time or part-time status if they have worked an average of thirty (30) or more hours per week during the preceding six-month period, and therefore is required to be offered medical insurance under federal Health Care Reform legislation. Additionally, any bargaining unit nurse may petition for review of the appropriate status of a position in the same manner.
In evaluating a change, the Hospital shall not schedule a nurse so as to prevent a change in classification status. If, during the evaluation a position is determined to exist, then the position shall be posted for bid as described in Article 16.3.1. It is understood that at the time of reclassification, a nurse shall prospectively become eligible for those benefits provided for this Agreement and not retroactively. Upon the change, the Hospital will endeavor to schedule the new position, to the nearest number of full shifts or hours per pay period that the casual or part-time nurse either was actually paid for or was scheduled in the preceding six (6)-month period as specified above. However, additional FTE hours may be added if deemed necessary for the department staffing matrix.

10.2.7 Regularly Scheduled On-Call Nurses. Those nurses who stand call on a regularly scheduled basis. Such nurses shall be eligible to accrue benefits on a pro rata basis. Further, such nurses may be utilized to relieve part- or full-time nurses for vacations, leaves of absence, etc. with the approval of the Executive Director Patient Care Services or designee.

10.2.8 Continuous Employment. Shall be defined as all compensated hours inclusive of earned leave and extended illness hours, hours worked, on-call hours, paid educational hours days and house convenience hours, OFLA, FMLA AND Paid Leave Oregon time.

10.2.9 Nurse Precepting Program. All attempts should be made to have a A-trained nurse preceptor shall be assigned to each new graduate, newly hired nurse, senior nursing student during senior practicum, or nurse transferring to a different unit requiring orientation as described in Article 8.7.4. Nurse preceptors, in conjunction with the orienting nurse and the nurse director/manager, will be responsible for planning, documenting, and evaluating the orienting nurse’s or senior nursing student performance as defined by the unit’s competency checklist. The orientation period typically shall not exceed three (3) months but may be extended by the Hospital based on the nurse’s assignment. This shall not preclude the Hospital from assigning nurses other than the nurse preceptor to provide orientation, when appropriate. Only RNs who have completed an approved Nurse Preceptor Program shall be eligible for the nurse mentor pay.
The department orientation and competency checklists will be evaluated and approved by the NSC. In order to establish unit competency checklists will be maintained by each Unit Practice Council (UPC) or by Preceptor Program Unit. Leads department will work with their manager to establish a “Unit Practice Council (UPC)” charged with developing guidelines for their unit’s competency list by various skill levels if appropriate and identifying nurse mentors for the program. These competency lists shall be finalized and submitted to the PNCC for review by October 1, 2019 and shall be reviewed annually by each UPC.

10.3 Seniority shall not accrue during a nurse’s introductory period. Upon satisfactory completion of their her introductory period, the nurse shall be credited with the seniority date retroactive to their her last date of hire. A full-time nurse shall be on introductory status and shall not become a regular employee until after the first ninety (90) calendar days after the nurse completes the orientation to the department of hire of employment and the nurse may be terminated at the discretion of Administration during that period. A part-time or casual nurse shall be on introductory status and shall not become a regular employee until after a maximum of the first 150 calendar days of employment or 520 hours of worked time, work, whichever comes first, and may be terminated at the discretion of Administration during that period. A nurse’s introductory period may be extended by ninety (90) calendar days or one hundred and forty-four (144) hours worked for casuals, with notice to the nurse and Association. Nurse Resident positions shall have a maximum introductory period of 2080 hours. At the time the nurse resident takes a position within the organization, the above listed introductory periods start. Should a nurse’s introductory period be extended, monthly progress meetings will be scheduled with the nurse, the Department Director/Manager and the nurse’s assigned preceptor. It is understood that any time spent in a college preceptorship program by a newly graduated nurse prior to obtaining RN will not count towards the introductory periods listed above. Newly hired introductory period nurses shall not have access to the grievance and/or arbitration provisions of this Agreement, for the purposes of discipline or discharge.

10.4 All nurses shall endeavor to provide the Hospital with eight (8) weeks and no less than four (4) weeks' prior written notice of resignation as a professional courtesy. This notice requirement may be waived upon receipt of a request from the nurse to the
Executive Senior Director Patient Care Services/CNO explaining emergency conditions which prevented the timely notice.

10.5 Except where a nurse is discharged for a breach of nursing ethics, the Hospital shall give regular nurses two (2) weeks' notice of termination of their employment, or, if less notice is given, then the difference between two (2) weeks and the number of days advance notice shall be paid the nurse at her regular rate of pay, eight (8) hours per working day.

10.56 A regular nurse who feels they have been suspended, disciplined, or discharged without proper cause may invoke her rights under Article 15, Grievance Procedure.

10.67 Upon submission of intended resignation, a nurse shall be offered two (2) exit interviews; one (1) with Human Resources for the purpose of coordination of benefits, and the second with Nursing Services. It is the nurse’s responsibility to schedule these interviews.

10.78 Any nurse required to work more than every other weekend, shall receive premium pay, be paid at the rate of one and one-half (1-1/2) times the nurse's straight-time hourly rate of pay, plus any applicable differential for any shift so worked. A weekend shall be defined as follows; Saturday 7:00 a.m. through Sunday 7:00 p.m. for day shifts; Friday 7:00 p.m. through Sunday 7:00 a.m. for night shifts; for nurses designated as "float" for computation purposes of this provision it shall be based upon the regularly assigned shift. This provision shall not be applicable to nurses classified as casual. A nurse who elects to work consecutive weekends will not be paid the premium described in this Section where the nurse’s voluntary election is expressed in writing and signed, prior to the weekend in question. Nurses who choose to no longer work consecutive weekends will not have this provision applicable until the end of two schedule periods in order to accommodate the changing of schedules.

10.79 Temporary Contract Nurses.

10.79.1 The parties agree that full- and part-time registered nursing staff employed by the Hospital are most likely to provide the desirable level of nursing care, to provide care to patients at an economical cost and to provide the necessary balance in the assignment of shifts. It is understood that hospital-
employees "Float", and "Casual" nurses are also hospital nursing staff. The Hospital's basic policy shall be to use its registered nursing staff to the exclusion of temporary contract registered nurses from an outside agency except in unavoidable situations; however, the decision to hire temporary contract nursing staff shall remain solely with the Hospital administration.

10.79.2 Such temporary Contract nurses shall be used only as a supplement to and not in lieu of Hospital registered nursing staff. Notification of the utilization of contract nurses will be disseminated by the NSC department representatives and/or the NSC nursing chair. Prior to utilizing a temporary nurse, the Hospital shall take all steps available to cover a shift or partial shift with its own nursing staff. Before making any use of a temporary nurse, the Hospital shall offer each shift or partial shift to the members of its own registered nursing staff who are qualified to perform the work. These offerings shall be made as soon as any scheduled opening is discovered by the Hospital and shall be immediately communicated to the qualified Hospital nursing staff. by written notice posted on the Nursing Services' central bulletin board. A temporary contract nurse shall be required to have education, prior experience, state licensing, required certifications and orientation necessary to function on the station assigned unit in the facility to which assigned.

10.79.3 The Hospital will attempt to avoid increased assignments of any of its nursing staff to night, evening, holiday or weekend duty as a result of the use of temporary contract nurse personnel.

10.79.4 The Hospital shall promptly take and maintain all necessary steps to reduce and minimize reliance on temporary contract registered nurses from outside agencies.

10.79.5 The Hospital Nurse Staffing Committee will review factual data and make recommendations for further reducing the utilization of nurses from temporary agencies.

10.10 Designated Float 1 nurses shall be paid an additional "float" differential. House Float nurses will be paid a float differential of ($5.00) five dollars per hour for all hours worked, of $2.50 per hour for all hours so worked. ICU Float nurses will be paid a differential of ($3.00) per hour.
three dollars per hour for all hours worked. Any additional floats (Float 2) as designated by the Hospital shall receive a differential of $1.00 per hour for each department that they are oriented and qualified to take a patient assignment in for all hours worked (up to a total of 4 departments). hour that they float outside their home department. The Hospital reserves sole discretion to select which nurses, and how many nurses, will serve as “floats.” Only a Float 1 may bump regularly scheduled staff in any unit on designated float days according to the bump rotation defined in Article 16.10. At no time shall a regularly scheduled department nurse be placed on involuntary low census or HC, leaving the unit to be staffed solely that shift by float nurses who are floating outside of their home department.

10.844 At any meeting, which is part of a disciplinary action or discharge of a nurse, per Weingarten Rights, the nurse shall have the right to a nurse representative if they so desires. The Hospital shall will try to forewarn any nurse of possible disciplinary action in order that the nurse may request such representation. It being understood that the Hospital shall assume no financial obligation to an off-duty nurse representative if the affected nurse requests the presence of an off-duty nurse representative. Active personnel files will not include material older than three (3) calendar years with the exception of certifications, documents and diplomas that have expirations that are still current and required. Inactive files which contain all materials more than three (3) calendar years old will not be accessible for review except by the Personnel Human Resources Senior Director, or designee. These inactive files will not be accessible to other hospital employees including supervisors except by written permission of the affected nurse. Any nurse may, upon request, inspect the contents of both her active and inactive personnel files. Upon written request, the ONA Labor Relations Representative may also inspect the contents of both the active and inactive personnel files.

10.942 Should the Hospital desire to implement a new job classification, the Hospital and the Association will first meet to discuss wages, hours of work and working conditions associated with same. If the Hospital and Association are unable to reach agreement, the Hospital shall set the wage rate which will remain in effect until the expiration of the current agreement. Following expiration of the agreement, the parties will meet again to discuss the appropriate wage rate.

ARTICLE 11 – LEAVES OF ABSENCE

11.1 Leaves of absence will be granted in accordance with Hospital policy and applicable law(s).
11.2 A nurse on leave of absence shall not engage in any other employment without prior written consent from the Executive Senior Director Patient Care Services/CNO. Consent generally will be provided if the nurse is working light duty in other employment when light duty is not available at the Hospital, provided however that any pay received working light duty elsewhere will offset any paid leave benefit provided by the Hospital (time loss, EIH, etc.).

11.3 Personal Leave. After completing one (1) year of employment, a nurse may request personal leave of up to thirty (30) calendar days. A nurse who has completed probation introductory period but has worked less than one (1) year may request personal leave of up to two (2) calendar weeks. Reasons for requesting personal leave may include attendance at the annual ONA convention.

11.4 Light Duty Due to the nature of work a nurse performs, it is understood that nursing duties don’t accommodate light duty work within the hospital unless approved by CNO or designee. The Hospital shall make every reasonable effort possible to return a nurse who experiences a work-related injury to work on light duty, if such work is available.

ARTICLE 12 – NO STRIKE; NO LOCKOUT

There shall be no strikes, informational picketing, sympathy strikes, slowdowns or lockouts during the term of this Agreement.

ARTICLE 13 – HEALTH AND WELFARE

13.1 At the beginning of employment and annually thereafter, the Hospital shall arrange to provide testing per infection control guidelines at no cost to the nurse. This testing shall include a chest x-ray examination should any result show a positive reading.

13.2 Laboratory examinations, when indicated because of exposure to communicable diseases, shall be provided by the Hospital, at no cost to the nurse. Hepatitis B vaccine and follow-up titers as indicated shall be provided to nurses at no cost to the nurse.

13.3
13.3.1 **Health and Dental Programs.** The Hospital will contribute ninety percent (90%) of the contribution for single coverage towards the cost of a Health Welfare Program, vision program, and the cost of the Dental Program including orthodontia for each regular full-time nurse. For purposes of this paragraph, “regular full-time” means FTE 0.9 or higher. The Hospital will contribute eighty percent (80%) of the contribution for single coverage towards the cost of a Health Welfare Program, vision program, and the cost of the Dental Program including orthodontia for each part-time nurse with FTE status between 0.5 and 0.8. The percentage paid as of implementation of this agreement per month towards the cost of dependent coverage of said program shall be fifty percent (50%) or greater provided by the Hospital.

13.3.2 The Hospital, for the term of this Agreement, shall guarantee the present or substantially similar overall benefit levels for the health and dental insurance described in the Summary Plan Descriptions furnished to the Association. The Association recognizes that it shall be the Hospital’s right to change carriers, provided that the overall benefit levels and conditions for qualifications are substantially comparable and do not substantially change.

13.3.3 The Hospital and the Association recognize that during the term of this Agreement, the parties may negotiate toward a transition to managed health care. The parties agree that during the term of this Agreement, upon request of either party, they shall meet for the purposes of negotiating concerning that transition, including the cost structure and benefits. In the event the parties bargain to impasse without reaching agreement on this subject, and the Hospital notifies the Association that it intends to implement its last and final offer following the bargaining impasse, the no-strike provision of Article 12 shall be invalid, and upon proper notice required pursuant to the National Labor Relations Act, the Association may strike or take other economic action in opposition to the Hospital’s implementation of any transition to managed health care. In the event of such strike, the Hospital retains all rights concerning replacement employees provided by the National Labor Relations Act.
13.3.4 **Hospital Discount.** Nurses, their spouses, and eligible dependents covered by the Hospital’s medical plan shall be eligible for a discount on Grande Ronde Hospital and Clinic Services. The discount provided is that once the deductible is met, remaining services provided by GRH will be paid at 100%.

13.4 The Hospital will pay the premium for long-term disability and life insurance coverage for each benefit-eligible RN who works twenty (20) hours per week. The Hospital will pay the premium for a minimum of $20,000.00 life insurance for benefit-eligible RNs employed at the Grande Ronde Hospital, who work twenty (20) or more hours per week.
13.5 **Employee Safety Sub-Committee.** The Employee Safety Subcommittee shall have as members at least one nurse selected by the Association through an election by the nurses, according to bargaining unit bylaws.

13.6 **Joint Committee on Insurance.** At least three (3) ONA-selected nurses and the ONA Labor Relations Representative shall serve on a Joint Committee for the purposes of monitoring and making recommendations concerning benefit levels and costs of the health, dental, vision, and orthodontia insurance plans made available to hospital employees. The Association will attempt to select the same nurses for multiple-year terms to ensure continuity and historical knowledge. The parties may consider other types of insurance plans than those listed in this section if mutually agreed to by the committee members. Nurses shall be compensated at their straight-time rate of pay for time spent in official Committee meetings and activities. The Association is responsible for providing contact information for the ONA-selected nurses to the ACNO in order to ensure communication regarding these meetings.

13.7 The minimum lift requirement for all nurses shall not exceed fifty (50) pounds. Except in circumstances requiring immediate action, nurses are required to use lifting assistance equipment provided by the Hospital when performing such duties.

**ARTICLE 14 – PENSIONS**

The Hospital shall continue the current 401K pension plan for each eligible nurse during the term of this contract. The plan shall not be modified except as necessary to comply with federal statutes. The minimum Hospital contribution on behalf of nurses shall be two percent (2%). In addition, the Hospital will "match" the nurse's contribution up to a total of three percent (3%) (allowing a maximum contribution of five percent (5%) under this provision, assuming the nurse contributes three percent (3%)). For nurses employed ten (10) to twenty (20) years at GRH, the Hospital shall make a minimum contribution of three percent and the Hospital will "match" the nurse's contribution up to a total of four percent (4%) (allowing a maximum contribution of seven percent (7%) under this provision assuming the nurse with ten (10) to twenty (20) years of employment at GRH contributes four percent (4%)). For nurses employed twenty-one (21) or more years at
GRH, the Hospital shall make a minimum contribution of three percent (3%) and the Hospital will "match" the nurse's contribution up to a total of five percent (5%) (allowing a maximum contribution of eight percent under this provision assuming the nurse with twenty-one (21) or more years of employment at GRH contributes five percent (5%).

<table>
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<tr>
<th>Years of Service</th>
<th>Hospital Contribution</th>
<th>Hospital “Match” if employee contributes</th>
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<tr>
<td>0-9</td>
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<td>10-20</td>
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**ARTICLE 15 – GRIEVANCE PROCEDURE**

15.1 The purpose of this Article is to provide a method for settlement of grievances or problems raised by a nurse alleging that a provision within this Agreement has been violated. It is the intent of the parties that grievances be resolved informally, whenever possible. It must be presented and processed in accordance with the following steps, time limits and conditions as herein set forth. By mutual consent in writing, grievances may be advanced or referred back for consideration, and time limits may be adjusted when nurses have made an effort to resolve grievances informally. It is the intent of the parties that grievances be adjusted informally, whenever possible.

**Step 1. Nurse and Unit Director/Manager.** The grievant shall first attempt to resolve the alleged violation with the nurse’s unit director/manager no later than within 14 49 calendar days of the alleged violation nurse's knowledge that the grievance exists. To that end, a face-to-face meeting shall be scheduled between the grievant and their director/manager, and a representative of the Association if the grievant so desires. The grievance shall describe and state the section where there was violation of this agreement, the conduct which allegedly violated the agreement, and state the section of the agreement allegedly violated, in writing, to
the nurse's unit director/manager. The unit director/manager shall have ten (10) fourteen (14) calendar days to resolve the problem and shall respond in writing to the nurse in the event of a formal grievance. An Association grievance may be initiated at this step, provided it is signed by at least two nurses from one single unit.

**Step 2. Nurse, Association Representative and Assistant Chief Nursing Officer Director of Clinical Nursing.** If the matter is not resolved to the satisfaction of the nurse in Step 1 above, she may thereafter present the matter in writing to the Assistant Chief Nursing Officer Director of Clinical Nursing within ten (10) fourteen (14) calendar days of the immediate supervisor's decision. The Assistant Chief Nursing Officer Director of Clinical Nursing shall then meet within ten (10) fourteen (14) calendar days with the nurse and a representative of the Association to resolve the matter and shall reply in writing within ten (10) fourteen (14) calendar days after said meeting. An Association grievance may be initiated at this step, provided it is signed by at least two nurses from at least two different units.

**Step 3. Nurse, Association and Executive Senior Director Patient Care Services/CNO.** If not resolved at Step 2 above, to the grievant satisfaction, the grievance may thereafter be presented to the Executive Senior Director Patient Care Services/CNO, or his their designee, for consideration and determination within ten (10) fourteen (14) calendar days of receipt of the Director of Clinical Nursing's Assistant Chief Nursing Officer or designee's response, or in the event of no response, within ten (10) fourteen (14) calendar days after expiration of the time allotted in Step 2. The Executive Senior Director Patient Care Services/CNO, or designee, shall then meet with the Association within ten (10) fourteen (14) calendar days with a nurse and a representative of the Association to resolve the matter and shall reply in writing within ten (10) fourteen (14) calendar days after that meeting.

**15.2** The parties agree that they will follow the foregoing grievance procedure in accordance with the respective steps, time limits and conditions contained therein, except that such time limits may be extended by mutual agreement. If, in any step, the Hospital's representative fails to give a written answer within the time limit as set forth, the grievance
may be appealed to the next step at the expiration of such time limit. If the nurse or the Association fails to follow the foregoing grievance procedure in accordance with the steps, time limits and conditions contained therein, the grievance shall be deemed settled on the basis of the Hospital's last response answer.

15.3 A grievance involving a termination discharge shall be initiated in Step 2 of the grievance procedure. A grievance challenging such termination discharge must be presented to the Hospital within ten (10) fourteen (14) calendar days after the termination disciplinary action has been initiated. The Association will receive a copy of any letter informing an employee of their discharge provided the nurse has completed her probationary period.

15.4 Only the Association may require arbitration of the Hospital.

15.5 The settlement of a grievance, in any case, shall not be made retroactive for a period exceeding thirty (30) working days prior to the date the grievance was first presented in writing.

15.6 No nurse shall be paid by the Hospital for time spent in arbitration hearings unless requested to appear on the Hospital's behalf. No nurse in the bargaining unit shall engage in Association activities on Hospital time except as specifically provided for in the provisions of this Agreement. Investigation of grievances or the representation of nurses during disciplinary proceedings shall not be considered a violation of this Section. The parties agree that pending the raising, process and settlement of a grievance during the term of this Agreement, they shall abide by all provisions of Article 12. Nothing contained in this provision shall prohibit the Association from raising and processing grievances of alleged violations of this Agreement. Association grievances shall be initiated at Step 2 of this procedure.

15.7 A grievance may be submitted for arbitration within ten (10) fourteen (14) calendar days after receipt of the Hospital's last answer in Step 3 of the grievance procedure or the date on which such answer would otherwise be due. In the event the Association desires to submit the dispute to arbitration, it shall then attempt to select with the Executive Senior Director Patient Care Services/CNO or designee, an impartial arbitrator. After a timely
request for arbitration and a telephone conference, the parties shall have five (5) days to mutually agree upon the selection of an arbitrator. If the parties are unable to agree, the Association may request a panel of seven (7) arbitrators be provided from the Federal Mediation and Conciliation Service. Thereafter, the parties, "by flip of the coin," shall determine who will strike the first name. The sole name remaining will be appointed the arbitrator. The arbitration proceedings will be conducted under the voluntary rules of the American Arbitration Association.

15.8 Each party will bear the expense of its representatives, participants and witnesses for the preparation of presentation of its own case. The fees and expenses of the arbitrator, the hearing room and any other expenses incidental to the arbitration shall be born equally by the parties.

15.9 The arbitrator shall have no authority to add to, subtract from, modify or change, alter or ignore in any way, the provisions of this Agreement or any expressly written amendments or supplements thereto, to extend its duration unless the parties expressly agree, in writing, to give him specific authority to do so, or to make any award which has this effect, with sole exception to Article 10, Section 12. The award of the arbitrator so made shall be final and binding on the parties. The arbitrator shall arrive at their his decision solely upon the facts and contentions presented by the parties during the arbitration proceedings. The arbitrator shall not consider any facts or contentions which were not introduced by the Association/Hospital in the steps of the grievance procedure or prior to the hearing. Should the Association become aware of new facts or contentions prior to the arbitration hearing, the Association shall request the reopening of the grievance procedure at the last step, and the parties shall meet to discuss any new facts/contentions. An arbitrator shall not review more than one grievance on the same hearing date or series of hearing dates except by agreement of the parties.

15.10 The grievance and/or arbitration provisions of this Agreement shall not be available in cases involving the interpretation, application or violation of Article 12 of this Agreement, with the sole exception of whether or not a nurse either participated or engaged in any of the activities prescribed therein.
15.11 The award of the arbitrator shall be made no later than thirty (30) calendar days from the date of the close of the hearing or receipt of the transcript and any post-hearing briefs by the arbitrator unless otherwise agreed upon by the parties.

15.12 The grievance committee shall be composed of three (3) registered nurses selected by members of the Association's bargaining unit, shall act as Association representatives and shall be known as the grievance committee. The names of such committee persons shall be certified in writing to the Hospital by the Association. The grievance committee members may investigate and process grievances outside of the investigator's working hours.

15.13 Except for a grievance concerning a termination discharge or discipline, the arbitration procedure stated in Section 7 of this Article shall not apply to grievances in process beyond the expiration date of this Agreement if the grievance was filed less than ninety (90) days before the expiration date.

ARTICLE 16 – SENIORITY

16.1 Seniority shall be defined as continuous employment from the nurse's last date of hire within the bargaining unit.

16.1.1 All HR protected approved leaves of absence (i.e., sick leave, jury duty and bereavement or parental, adoptive leave or industrial accident), shall not be considered breaks in continuous service.

16.1.2 A nurse who terminates and is rehired within one hundred-eighty (180) days six (6) months of their her termination shall be returned to their her prior wage step but will be considered a new hire for all other benefits and seniority purposes.

16.1.3 For purposes of posting and filling positions covered by this Agreement, seniority shall not be lost when a nurse is promoted to a supervisory or management position. The nurse may opt to apply for a secondary job code at the Hospital if they meet casual RN criteria and have a supervisory or management position that does not supervise bargaining unit members or transferred to any Hospital-owned clinic. However, he/she shall not continue to earn seniority after being promoted or transferred to such a position. For purposes of implementation,
this provision shall apply to a nurse so promoted or transferred out of the bargaining unit after the effective date of this Agreement.

16.2 A nurse’s seniority shall be broken, and their her employment terminated if any of the following occur:

16.2.1 Discharge for just cause.

16.2.2 Voluntarily resigns or retirement.

16.2.3 Accepts other employment outside of GRH at another acute care hospital while on leave of absence, without written authorization from the Executive Senior Director Patient Care Services/CNO or designee.

16.2.4 If a nurse is laid off and not recalled to work within twelve (12) months, or the nurse’s length of employment, whichever is less.

16.2.5 If the nurse is laid off and fails to inform the hospital of her intent to return to work within five (5) working days of receipt of a registered letter, return receipt requested, at the nurse’s last known address.

16.2.6 A nurse who has accepted employment elsewhere will be permitted to give up to two (2) weeks’ notice to a current employer before returning to the hospital.

Article 17-Transfers
Notice of all vacancies or newly created positions, including trial positions, for which a professional nurse is eligible shall be posted electronically both in the Hospital and on the Hospital’s intranet, for a period of seven (7) consecutive days prior to the filling of the position. Trial positions will be posted to the unit in which they are being trialed. If the trial position becomes a regular position, the new position shall be posted in the same manner as any other vacancy. Qualifications to perform the duties of an open position shall be the primary consideration. In cases of job bidding, providing that the bargaining unit nurses are equally qualified to perform the work required, the principal of seniority shall govern.

In cases where bargaining unit seniority is equal between otherwise qualified applicants, seniority by date in the patient care unit in which the vacancy occurs will be the tie-breaker. If a further tie-breaker is needed, a flip of a coin shall break the tie.

Trial positions will be posted to the unit in which they are being trialed. If the trial position becomes a regular position, the new position shall be posted in the same manner as any other vacancy.

Unsuccessful applicants shall be notified in writing, as to the reason(s) for their lack of success.

Lack of orientation as defined in Article 8, Section 8.7.4, shall not be the determining factor in denying a nurse a position bid for.

Bargaining unit nurses requesting a transfer in accordance with the provisions of this Article shall be given preferential consideration over outside applicants or employees not in the bargaining unit, provided they possess the necessary experience and qualifications for the available job. If no nurse applies for a posted position within the specified seven (7) day time period or if the nurse who does apply for a posted position within the specified seven (7) day time period does...
not have sufficient qualifications to meet the competency checklist standards, the Hospital may fill the position with a qualified applicant non-Hospital employee. If a position is modified during the period in which the Hospital is seeking applicants, however, the Hospital must repost the position with the modified job requirements. If further education is necessary to fulfill the requirements of the position, presently employed nurses will be given a preference in order of seniority as described in Section 3.1 for such education.

16.4.2 17.4 Employees requesting and receiving a transfer shall be placed on a 30-day trial service period regardless of any possible reasons for a break in consecutive days worked, with a nurse mentor (as available) which shall serve as a time for the hospital to evaluate the nurse's performance on the job, as well as for the nurse to evaluate the new position. The trial service shall not affect seniority. Should the nurse, for any reasons, be removed from the new position within thirty (30) days, she they shall be placed in the previous position prior to the transfer. A nurse who has successfully completed the thirty (30) day trial to the new position may apply for another open position in the bargaining unit without restriction. Nurses who are successfully awarded a transfer position will be transitioned to the newly awarded position as soon as possible. Nurses will not be required to work in their former unit/position longer than two (2) full schedule periods without mutual agreement.

17.5 Residency Program RNs may be granted up to two positions during enrollment within the residency program without enforcement of the hospital’s policy regarding 6 month limitation.

16.4.3 17.6 Should the hospital be unable to fill a position, it may be necessary to temporarily transfer employees into the position until such time as it is filled. These transfers will be made for no more than fourteen (14) working days and shall be rotated in the following order: volunteers, casuals and then beginning with the least senior nurse in the unit. If a nurse is transferred at the request of the Hospital to either the night or evening shift upon the third consecutive shift, she they shall be compensated an additional $1.00 per hour plus any applicable shift differential.
16.4.4-17.7 A nurse may apply to fill a temporary vacancy before a casual, temporary or outside applicant is placed in the temporary opening. Once the original position has been filled, the resulting temporary vacancy can also be filled according to the above procedure. Further temporary positions will be filled without any restrictions. Following closure of the temporary openings, the nurses will be returned to her original positions.

16.517.8 For purposes of this Article, the following patient care units shall be applicable:

16.5.1 17.8.1 Medical/Surgical Department

16.5.2 17.8.2 Family Birthing Center

16.5.3 17.8.3 ICU/CCU/Float Pool

16.5.4 17.8.4 Surgical Services (OR, PACU, Surgi-Center, and Out-Patient Therapies)

16.5.5 17.8.5 Emergency Department

16.5.6-17.8.6 Home Health/Hospice Care Services

17.8.7 Infusion/Oncology Services

If the ambulance unit is reestablished, it will be covered by this Agreement.

A nurse’s primary patient care unit shall be defined as that unit listed above in which the nurse holds their primary position is predominantly scheduled to work.

For purposes of job bidding and layoffs, the OR/Recovery Room unit and the Surgi-Center shall be considered separate departments. Nurses hired prior to May 1, 1995 shall remain hired in the department for which they were originally hired.

Article 18-Layoff
16.6 In the event of a layoff, the Hospital will endeavor to give advance notice to the nurses so involved of at least two (2) weeks, unless prevented from doing so due to circumstances beyond its control, i.e., pandemic, lack of admissions, etc. In any event, a minimum of one (1) weeks’ notice will be given. Further, the Hospital will post prior to the effective date of a layoff, a current seniority list specifying length of service, current unit and FTE status.

16.7 In the event of layoff, the nurse with the least bargaining unit seniority on the shift in the patient care unit shall be laid off in the following order:

- **18.2.1** Contract Nurses within the affected patient care area.
- **16.7.4 18.2.2** Volunteers within the affected patient care area.
- **16.7.2 18.2.3** Temporary nurses within the affected patient care area.
- **16.7.3 18.2.4** Part- and full-time nurses within the affected patient care area.
- **18.2.5** Full time nurses within the affected patient care area.

After the decision is made on which positions will be reduced, the nurses filling those targeted positions will have four options: applying for open positions, bumping less senior nurses, reducing to casual status, or layoff. Subsequently displaced nurses will follow the same procedure.
16.8.1 18.3.1 In the event of layoff nurses must exhaust all seniority options in their patient care unit before being permitted to bump to another unit. Nurses may be retained out of the sequence of seniority if nurses with greater length of employment are not qualified to perform within one week of orientation in their own patient care unit. If there is not a less senior nurse holding the same FTE equal to the laid off nurse, a nurse may elect to bump for up to a like number of FTE hours the nurse held at the time of layoff. In the event the nurse elects to bump a less senior nurse for a portion of the less senior nurse’s FTE, that less senior nurse may exercise any available bumping rights for hours to supplement her remaining hours.

16.8.2 18.3.2 In the event a nurse bumps from one patient care unit to another, she they will only be permitted to do so once. A nurse will have seventy-two (72) hours to decide if she they wishes to exercise this option after being notified of layoff. Such option must be exercised in writing. If the displaced nurse does not exercise the right to bump, she they will only be entitled to recall in her their patient care unit. If there is not a less senior nurse holding the same FTE equal to the laid off nurse, a nurse may elect to bump for up to a like number of FTE hours as described in Section 16.8.1 above in another patient care unit. Any less senior nurse affected in this situation may also have bumping rights under this section.

16.8.3 18.3.3 The establishment of criteria to permit bumping between patient care units shall be vested with management, consistent with the unit competency checklist. Management shall be the sole judge of a nurse’s qualifications to bump. However, management shall not exercise this prerogative in an arbitrary and capricious manner. Nurses affected by a layoff who exercise bumping rights will receive no less orientation for another position than orientation normally offered to a new hire to that position.
16.8.4 18.3.4 Nurses who are laid off will be given fourteen (14) calendar days’ notice of layoff or, will receive pay in lieu of notice for all scheduled days in that fourteen (14) day period.

16.8.5 18.3.5 Nursing administration shall have up to ninety (90) calendar days to evaluate the work performance of a nurse who bumped into a new unit. If the nurse's work performance is unsatisfactory, the nurse may be laid off and the displaced nurse recalled.

16.8.6 18.3.6 Nurses who are laid off shall be on a recall list for twelve (12) months from the date of layoff.

16.8.7 18.3.7 Recall from layoff will be made in the reverse order of the reduction. If a nurse's original position is reinstated, the displaced nurse has first preference in reclaiming the position.

16.8.8 18.3.8 Outside applicants or contracted nurses shall not be employed for a posted permanent or temporary vacancy in a nursing department if there is a nurse on the recall list to fill the vacancy after the usual orientation period.

16.8.9 18.3.9 If a laid off nurse is passed over in recall because of position disqualification, the nurse retains recall rights for future positions.

16.8.10 18.3.10 The Hospital will pay its share of the insurance premiums for a laid off nurse for the remainder of the calendar month in which the layoff occurred. Laid off nurses may continue the Hospital's insurance under applicable COBRA regulations while on layoff.

16.8.11 18.3.11 The remaining balance in the nurse's EIH bank will be reinstated upon recall if within twelve (12) months.

16.8.12 18.3.12 Nurses taking an open position not covered by this agreement will have seniority frozen. Seniority does not continue to accrue while in such a position.
Article 19-Low Census

16.9.1 If in the event a group of nurses believes that a prolonged period of low census or reduced hours no longer can be effectively managed by the HC rotation system or other utilized means, such nurses may request an opportunity to meet with Nursing Administration and ONA Representatives to discuss possible options for addressing their concerns. Such discussions may include alternative staffing patterns or a permanent reduction in hours or positions. In the event management determines that the most appropriate option available is a permanent reduction in hours, then the seniority provision outlined in the layoff provision (section 16.8) will apply in meeting the needed reduction.

16.10.2 House convenience and on-call refers to a period of low census when employees are directed not to work a scheduled shift. House-convenience and on-call time is assigned as follows when the resultant staff meets appropriate acuity and skill mix needs:

19.2.1 Premium Pay Shifts (including casuals who are working holidays)

16.10.2.2 Overtime Shifts (when the resultant staff meets appropriate acuity and skill mix needs).

16.10.2.3 Volunteers on a given shift.

16.10.2.4 Casuals on a given shift.

16.10.2.5 Part-time or full-time nurses working an extra shift above their assigned FTE.

16.10.5.3 House convenience and on-call in a rotation determined by tracking each nurse’s lost scheduled hours by assigned FTE due to previous house convenience and on-call. If more than two (2) nurses on a nursing unit are reduced due to low census, all nurses beyond the first two (2) will have the option of being on HC or on-call. After eight (8) weeks two-posted schedule periods, the accumulated HC and on-call hours shall be erased, and tracking shall begin anew. The new tracking shall begin with the least senior nurse in the affected units. The rotation shall be kept up-to-date by management and be posted for nurses to review. Daily Staffing Sheets shall be posted on the nursing units at
least thirty (30) minutes before the applicable shift. Nurses are responsible for reviewing this rotation and bringing any errors immediately to the attention of management for any necessary corrections. Any nurse coming off of orientation mid-nine-eight-week rotation will be given a number equal to the average of all nurses with the same FTE for the remainder of that rotation. Nurses shall be made whole for work lost when placed on HC or low census out of order only if a nurse has brought the potential error to the attention of their director/manager or house supervisor prior to the within the first four hours of the lost work shift.

16.10.619.3.1 Nurses may work extra shifts per pay period without those hours counting towards the nurse’s rotation for house convenience or on-call status.

16.10.719.3.2 This system of house convenience and on-call rotation will be reviewed ad hoc and at six (6) month intervals by the PNCC. Any recommendations will be brought to the NSC for consideration.

16.10.819.3.3 A separate rotation list shall be kept for casual nurses within HC/OC spreadsheet. In consultation with casual nurses, the PNCC shall be charged with determining the most effective means of rotating on this list, picking up shifts and remaining competent with frequent re-orientation shifts as requested and approved by NSC management. Casual nurses shall be responsible for reviewing this list and bringing any errors immediately to the attention of management.

19.4 In an effort to reduce the amount of involuntary low census, or Hospital Convenience (HC) hours, taken by nurses, the Hospital and ONA agree to impose a cap on the amount of involuntary on call / HC hours to no more than twenty-five percent (25%) per four week HC rotation.

19.4.1 This cap will apply to all nurses working full time and will not apply if a nurse voluntarily waives this provision by requests to be on-call or HC or refuses appropriate work on another unit (including orientation). For purposes of bumping,
qualified nurses may bump regularly scheduled staff according to the bump rotation defined in Article 19.2, notwithstanding any other provision of this Agreement.

19.5 The order for determining HC assignment according to Article 19.2.1 through 19.2.5 will be followed.

**ARTICLE 17 – 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 government regulation 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 18 – SUCCESSORS**

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

**ARTICLE 19 – JURY/WITNESS DUTY**

Nurses who are required to serve on a jury or as a witness in a court or administrative proceeding under a court directive or subpoena will be permitted the necessary time off to perform such service and will be paid the regular rate of pay for the scheduled workdays missed for jury/witness duty providing that the nurse has made arrangements, confirmed in writing, with the nurse’s supervisor in advance of jury/witness service. This benefit will be extended only to nurses who are required to perform such service, not to nurses who volunteer; this benefit will be limited to a maximum of twenty-one (21) working days per calendar year. This provision shall not apply to any proceeding where the nurse is appearing as a party or witness adverse to the Hospital.
The nurse must furnish a signed statement from a responsible officer of the tribunal as proof of jury service. When a nurse is on jury or witness service, for purpose of rates of pay the nurse shall be assumed to have worked the day shift Monday through Friday.

A nurse must report for work if jury service ends on any day in time to permit at least four (4) hours of work in the balance of the nurse’s normal workday, except night shift nurses will not be required to report for duty if they have served at least three (3) hours of jury duty the same day as the day served. The nurse shall report for work if four (4) or more hours of the nurse’s shift remain upon completion of the jury or witness duty.

**ARTICLE 20 – DRUG AND ALCOHOL POLICY**

The parties agree that the Hospital’s Drug and Alcohol Policy will apply to nurses in the bargaining unit, provided that the Hospital will provide the Association with notice of changes.

**ARTICLE 24 – DURATION AND TERMINATION**

21.1 It is agreed that this document contains the full and complete agreement reached on issues considered during negotiations. All prior agreements between the parties are replaced and superseded by the provisions herein. The provisions of this Agreement are the sole source of any rights which the Association or any member of the bargaining unit may charge the Hospital has violated. No amendment or supplement to this Agreement shall be considered by either party until this Agreement terminates except by mutual consent of the parties. Any changes in mandatory topics of bargaining which were not otherwise discussed in the negotiations leading to this Agreement or contained herein shall be subject to negotiations between the parties.
21.2 This Agreement shall be effective on ratification, except as otherwise noted. It shall be renewed automatically in its present form another one year beyond April 30, 2025 unless one party gives written notice to the other at least ninety (90) days before its expiration date of April 30, 2025 of its intention to terminate, amend or modify the Agreement. It is intended by the parties that a renewed agreement shall have the same effect as an original agreement between the parties.
IN WITNESS WHEREOF the Hospital and the Association have executed this Agreement as of June 24, 2019

Oregon Nurses Association

Ateusa Salemi, RN Labor Representative

Molly Gornovicz, RN

Emily Wheeler, RN

Kalean Boltz, RN

Anita DeLint, RN

Erin Stanton, RN

Grande Ronde Hospital

Jeremy Davis, President/CEO

Steve Lyon, Senior Director Human Resources
Appendix A is intended to be part of this entire Agreement and by this reference made a part hereof.

1. The following are the rates of pay for all nurses employed under the terms of this Agreement.

CLASSIFICATION: STAFF RN

Effective the first full pay period after 5/1/2019 – see attached scale 2.5% Increase.

Effective the first full pay period after 5/1/2020 – 3.5% Increase.

The parties agree to reopen this four-year Agreement after two years to review possible across-the-board wage increases only. All other provisions of this Agreement will remain in effect for the four-year term.
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<td>$7.00 per hour for nurses after 3 consecutive years of nights at GRH.</td>
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*Effective on first payroll period beginning after the effective date.

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<td>Trauma</td>
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<tr>
<td>RNFA</td>
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**Night shift differential shall be paid for all hours worked between 1900 and 0700. These shift differentials do not apply to Home Care nurses except in call-back situations. Should the shift start and stop times be altered the appropriate night shift differentials shall be paid for the altered shifts.**

**Evening shift differential shall be paid for all hours worked between 1500 and 231900 hours and night shift differential shall be paid for all hours worked between 231900 and 0700. These shift differentials do not apply to Home Care/Hospice nurses except in call-back situations. Should the shift start and stop times be altered, the appropriate evening and night shift differentials shall be paid for the altered shifts.**

2. The $1.25 differential will be paid regardless of the number of recognized certifications a nurse acquires with a maximum of two. In order to receive the certification differential, the following must be satisfied:

   A. the nurse maintains an active, recognized certification at the nurses expense;

   B. the certification directly relates to work in the department where the nurse is scheduled or where the nurse qualifies to float per the float review process in NSC. Casual nurses who fail to meet the minimum hourly requirements for the three (3) months or six (6) months are not eligible for the certification differential.

2. A nurse temporarily assigned to a higher position and shift shall be compensated for such work at no less than the minimum rate of pay applicable to the higher position if such assignment lasts for a period of four or more hours.

3. Regular part-time nurses shall receive consideration for promotional advancement.

4. **Merit Raises.** The Association recognizes this Agreement to be the minimum standards of employment. This Agreement should not be construed to limit.
management's right to reward an individual nurse's performance over and above the
prescribed conditions called for in the Agreement.

5. Nurses shall be paid on an hourly basis.

63. On the nurse's anniversary date, a regular full-time or part-time nurse will receive
the increment increase provided in Section 1 if the nurse has earned at least 1,100
compensable hours (including house-convenience days and on-call hours) since the
nurse's previous increment increase. If the nurse has not earned 1,100 hours since the
nurse's prior anniversary date, the nurse will advance to the next increment upon
completion of 1,100 compensable hours.

74. If a nurse is placed on-call and works seventy-five (75%) percent or more of that
shift, for rotation purposes, this shall not be an on-call day. If a nurse is called back to
work from on-call status for less than seventy-five (75%) percent of the scheduled shift,
When a nurse is placed on-call and is called in to work less than six (6) hours (nine (9)-
hours for nurses on twelve (12)-hour shifts), the nurse shall receive time-and-a-half one
and one-half times (1-1/2) the regular applicable rate of pay for hours each hour worked,
with a two (2)-hour minimum. When a nurse is placed on-call and called into work more
than six (6) hours (more than nine (9) hours for nurses on twelve (12)-hour shifts), If a
nurse is called in for seventy-five (75%) percent or more of the scheduled shift the nurse
shall receive eight (8) hours pay at the straight-time pay for the amount of the scheduled
shift. This does not apply to requested on call hours, rate (twelve (12)-hours pay at
straight-time rate for nurses on twelve (12)-hour shifts). Any OR Surgical Services or
Home Health and Hospice nurse being called into work while being on standby shall be
paid at the rate of time and one-half (1-1/2) for a two (2)-hour minimum guarantee. This is
in addition to the Surgical Service/HH Standby Differential.

85. Employment of a nurse who has had prior experience as a registered nurse shall
be governed by the following provisions:

A. Nurses with relevant experience will be hired at the salary increment which
reflects their experience. (Note: This change has no impact on step placement for
nurses hired before May 1, 2019)
B. The determination of relevant nursing experience at time of hire shall be up to nursing management. Any challenge of this determination must be made within the introductory period of the nurse.

96. As an incentive to work as a casual nurse, such nurses shall receive a differential of fifteen percent (15%) above the nurse’s hourly rate of pay on all hours worked to compensate for the non-benefited position. Nurses who fill a position as a casual nurse and who utilize insurance benefits from the hospital shall not receive the fifteen percent (15%) above the nurse’s hourly rate of pay. This includes positions outside of the bargaining unit. If a casual nurse should take a regular full-time or part-time position in the hospital, they may request to have their wage increment reviewed for appropriate placement on the scale. In order to qualify for an adjustment, they must make the request within thirty (30) days of hire into a new position.

107. Weekend Differential. Any nurse who works on a weekend shall receive $1.75 per hour for each hour worked on the weekend in addition to the nurse’s applicable rate of pay. For differential purposes, the weekend shall be defined as all hours between 7:00 p.m. Friday and 7:00 p.m. Sunday. Should the Friday night shift start within one half hour of this 7:00 p.m. time period, the weekend differential shall be applied to the beginning of this revised time period and end forty-eight (48)-hours later on Sunday. For Home Health nurses, the weekend differential shall be measured as the 48-hour period from 5:00 p.m. Friday and 5:00 p.m. Sunday. For OR/PACU nurses, the forty-eight (48)-hour period for weekend differential purposes shall be measured from 3:00 p.m. Friday and 3:00 p.m. Sunday.

118. Nurse Mentor Preceptor Pay. The Hospital shall pay a differential of $1.50 $2.00 per hour to any nurse who is chosen and consents to serve as a nurse mentor-preceptor as defined in 10.2.9 and has completed the an approved nurse mentor preceptor training as determined by the Hospital. The differential shall only be paid for actual mentor preceptor hours and will be paid only to the assigned nurse mentor, preceptor which may be changed from shift-to-shift depending on availability of the primary nurse mentor preceptor. A nurse mentor preceptor will be responsible for mentoring precepting only one nurse at a time.
**129. Short-Notice Shift Premium.** Full time, part time, and casual nurses who agree to work previously unscheduled hours, with less than seventy-two (72) hours’ notice shall be paid $20.00 per hour their time and one-half rate for all extra hours worked, regardless of the total number of hours worked in the work week or workday. The Short-Notice Shift Premium is available only for those shifts that are open as a result of a call off for illness, injury, bereavement leave or jury duty (for any days the nurse did not have advance notice) or because of increased patient census within the last seventy-two (72) hours. This Short Notice Shift Premium may not be utilized at any time for schedule holes related to preplanned leave such as vacation and/or scheduled surgical leaves. Casual RNs shall not be able to utilize Short-Notice Shift Premium until they have met their minimum hourly requirements for the three (3) or six (6) months, these start over every January 1 and July 1 of each calendar year. An employee shall be entitled to time and one half (1 ½) the nurse’s rate of pay in addition to the extra premium when the employee is eligible for overtime under section 8.3.1 of the Collective Bargaining Agreement or related addendums. Nurses who are placed on-call shall not also be eligible for the Short Notice Shift Premium while on call, but will be paid Short Notice Shift Premium pay if called back to work. For time frames needed beyond 72 hours on short notice will be evaluated by the unit manager and CNO during business hours and may not be offered by the house supervisor.

**103. Extra Shift Bonus.** Nurses who own a full or part-time FTE and pick up shifts beyond their scheduled FTE shifts once shifts within 3 months of the schedule finalized will be incentivized with an Extra Shift Bonus of $10.00 per hour worked. **Short Staffing Premium.** The hospital may offer a nurse an additional $10.00 per hour for all extra hours worked to encourage nurses to work hours/shifts that are more difficult to fill.

**11.** There shall be no pyramiding of premium rates, such as working overtime on a holiday.

**12. Float Nurse Differential.** Nurses shall be paid an additional differential of $1.50 for each unit the nurse is oriented to within the bargaining unit outside of their home department and has a competency completed as a “Primary”. $1.00 for each unit that the nurse is oriented within the bargaining unit and has a competency completed as a “Second” $0.50 for each unit that the nurse is oriented to and has a competency completed as a “Third”. The float differential is only applicable for bargaining unit departments as defined by Section 17.8. Minimum competency and maintenance of competency for each unit will be determined by NSC. Differential pay will be
compensated starting the first full pay period after the competency checklist is completed and filed with HR. Competency will be evaluated for Float Nurse Differential every January and July meeting at the NSC. Changes in float pay will be initially implemented after the first full pay period following the July 2023 NSC meeting.

Currently hired House Float Nurses who have not completed orientation to all units will be granted a one-time grace period until April 30, 2024, to complete their orientation at their current rate of pay. The Hospital reserves sole discretion to select which nurses are designated House Float Nurses and they shall be paid an additional “Float” differential of $1.50 per hour for all hours so worked upon starting the position. Upon completion of orientation in the second unit and subsequent additional units, the additional house float pay shall be established per Appendix A. The first department oriented will be Med-Surg and no additional float differential will be given upon completion of the orientation. All qualified staff may bump regularly scheduled staff in any unit according to the bump rotation defined in Article 19.2. At all times the department will be staffed appropriately per the staffing guidelines.

Designated Float 1 nurses shall be paid an additional “float” differential of $2.50 per hour for all hours so worked. Any additional floats (Float 2) as designated by the Hospital shall receive a differential of $1.00 per hour for each hour that they float outside their home department. The Hospital reserves sole discretion to select which nurses, and how many nurses, will serve as “floats.” Only a Float 1 may bump regularly-scheduled staff in any unit on designated float days according to the bump rotation defined in Article 16.10. At no time shall a regularly scheduled department nurse be placed on involuntary low census or HC, leaving the unit to be staffed solely that shift by float nurses who are floating outside of their home department.

**APPENDIX B – ALTERNATIVE SHIFT SCHEDULES**

1. This agreement shall cover nurses regularly assigned to twelve (12) hour shifts or ten (10) hour shifts. Where otherwise mutually agreeable to the Hospital and a 2/3-majority of the affected nurses on a nursing unit, a nurse may be scheduled for twelve (12), ten (10), or eight (8) hour shifts, or some combination of such shifts, under the following conditions:

2. All other terms and conditions of the master Collective Bargaining Agreement shall apply to affected nurses unless explicitly amended by this agreement.

3. This agreement shall remain in effect until amended or terminated by the following procedure:

   **A.** Should either administration or a two-thirds (2/3) majority of the affected nurses voting by secret ballot wish to terminate this agreement, then the moving
party shall give notice to the other at least sixty (60) days prior to its intent to terminate or modify this agreement.

B. The parties shall meet at least once in order to attempt to negotiate the terms of a successor agreement. If no agreement is reached, then the status quo shall remain in place unless (1) administration notifies ONA that the agreement is terminated at the end of the notice period, or (2) at least two-thirds (2/3) of the affected nurses vote by secret ballot to terminate this agreement at the end of the notice period.

4. A nurse covered by this agreement shall be considered full-time if he or she regularly works or is regularly scheduled to work seventy-two (72) hours over a two (2) week period. Benefits for a part-time nurse covered by this agreement shall be prorated by the percentage of regularly scheduled hours to the full-time equivalent of seventy-two (72) hours.

5. Overtime shall be compensated at the rate of 1 1/2 times of the nurse's regular rate of pay inclusive of differentials for all work greater than the regularly scheduled shift for that work day and/or forty (40) hours in a work week.

6. Each regularly scheduled nurse shall normally have an unbroken rest period of at least ten (10) hours between shifts, unless emergency conditions require such nurse to work longer periods to meet adequate nursing care requirements. All time worked without a break of at least ten (10) hours at the request of the Hospital shall be paid at the rate of one and one-half (1 1/2) times the nurse's regular rate of pay.

7. Evening shift differential shall be paid for all hours worked between 1500 and 2300 hours and night shift differential shall be paid for all hours worked between 2300 and 0700.

8. If a nurse is placed on-call or house-convenienced, he/she will be paid in accordance with Appendix A, Section 7.
9. Three (3) 15-minute breaks and a one-half (1/2) hour unpaid meal break shall be permitted. The breaks may be combined with prior agreement with the covering house supervisor/charge nurse. The PNCC will discuss and continue to review the plan to better ensure that nurses are able to take their meal and rest periods consistently. Additionally, this plan should include the use of nurses who are involuntarily on HC, where appropriate.

10. Earned leave and extended illness hours must be taken in blocks consistent with the nurse’s regularly assigned daily shift. A "day" of earned leave or extended illness hours under this agreement requires the usage of the regularly scheduled daily shift hours of the affected nurse’s accrued earned leave or extended illness hours.

11. Holiday pay described in Article 9.2 shall be paid for all hours worked during the twenty-four (24) hour period commencing at 7:00 a.m. on the holiday.

APPENDIX C B – HOME CARE SERVICES HEALTH/HOSPICE

1. This agreement shall cover the nurses assigned to Home Care Services Health/Hospice. All other terms and conditions of the master Collective Bargaining Agreement shall apply to affected nurses unless explicitly amended by this agreement.

2. Work schedules of eight (8) or ten (10-) hour shifts shall remain in effect until amended or terminated by the following procedure:

   A. Should either Administration or a two-thirds (2/3) majority of the affected nurses voting by secret ballot wish to terminate this agreement, then the moving party shall give notice to the other at least sixty (60) days prior to its intent to terminate or modify this agreement.

   B. The parties shall meet at least once in order to attempt to negotiate the terms of a successor agreement. If no agreement is reached, then the status quo shall remain in place unless (1) administration notifies ONA that the agreement is terminated at the end of the notice period, or (2) at least two-thirds (2/3) of the affected nurses vote by secret ballot to terminate this agreement at the end of the notice period.
3. Overtime shall be paid in accordance with the terms of the Collective Bargaining Agreement, Article 8.3.1.

4. Each regularly scheduled nurse shall normally have an unbroken rest period of at least ten (10) hours between shifts, unless emergency conditions require such nurse to work longer periods to meet adequate nursing care requirements. All time worked without a break of at least ten (10) hours at the request of the Hospital shall be paid at the rate of 1-1/2 times the nurse's regular rate of pay.

5. For nurses assigned to the ten (10)-hour shifts, earned leave and extended illness hours must be taken in ten (10)-hour blocks. A "day" of earned leave or extended illness hours for these nurses requires the usage of 10 hours of the nurse's accrued earned leave or extended illness hours.

6. The shift differentials set forth in the master Collective Bargaining Agreement shall not apply to Home Health/Hospice nurses except in call-back situations involving those nurses.

7. Time spent traveling to and from patient visits shall be considered time worked and shall be paid at the applicable rate of pay. Travel between home and a patient visit shall be paid during weekend call time. During the regular workweek, time worked for travel between home and a patient visit will be paid in the same manner as mileage reimbursement provided in Paragraph 9(A) below. Time spent consulting with patients on the telephone while on-call or on a scheduled shift, shall be considered time worked and shall be compensated at the appropriate rate of pay. Nurses shall track total accumulated minutes in a pay period spent in such phone time and shall be paid based off actual time worked to the nearest fifteen (15) minute increment. The cost of business-related telephone calls made by nurses will be reimbursed by the Hospital. The Hospital shall continue its current practice of providing cellular phones to the nurses for business related use.

8. The Hospital commits to maintain a minimum of two (2) three (3) vehicles available for use by Home Care Services Health/Hospice nurses.
9. **Mileage Reimbursement.** The Hospital shall reimburse nurses for private car mileage incurred while on hospital business at the IRS designated rate. The following also applies:

A. Commuting mileage from nurse’s home to the GRH Pavilion is not reimbursed with the following exceptions:

A.1. If a nurse travels from home to a patient worksite (that is, other than the hospital) as the first work location of the day, or patient worksite to home as the last worksite of the day, mileage paid is the difference between the home-to-Pavilion distance and the home-to-worksite difference. Each leg of travel (that is, from home to the patient worksite, and from patient worksite from home) is calculated separately; and

A.2. Mileage driven on hospital business which includes travel between the Pavilion and a patient worksite and between one (1) or more patient worksites is reimbursed. Home to Pavilion mileage is not reimbursed. Pavilion to home mileage is not reimbursed.

**APPENDIX C — PAYROLL PRACTICES**

1. **Payroll Practices.** The Hospital shall maintain payroll records and payroll practices in accordance with federal and state law. The Hospital shall make available to nurses, on or before the designated payday for each pay period, detailed earnings data for each category of pay that allow the nurse to verify the accuracy of his or her compensation. The Hospital shall also make available a readability key that defines the acronyms and categories that appear on a nurse’s earnings statement. New hires will receive information related to time and attendance tracking and pay stub definitions as part of their orientation.

2. **Overpayments.** If a nurse is mistakenly paid an amount in excess of the amount required under this agreement that is less than two hundred dollars and the mistake is discovered within two pay periods of the pay period where the mistake was made, the Hospital may recoup the overpayment in the next upcoming pay period. The nurse shall be notified by email of the error with the basis for the amount of the overpayment. If the nurse does not agree to the Hospital’s determination of the overpayment amount, the dispute will be handled in the same manner set forth in the following paragraphs.

If a nurse is mistakenly paid more than two hundred dollars ($200.00) in excess of the amount required under this Agreement, the Hospital may obtain reimbursement by payroll deduction for up to ninety days of wage overpayments preceding the date of the Hospital's notification to the nurse of such overpayment. The Hospital will provide the nurse with a repayment plan within fifteen days of notification to the nurse of the overpayment. The amount of the overpayment and the basis for that amount will be indicated in the plan. The nurse may request a meeting to
verify the overpayment error and the amount owed with a payroll representative which may be in person or via teleconference. The nurse may also propose an alternate repayment plan at the meeting or in writing within the above-referenced fifteen-day time frame. If the nurse fails to respond within fifteen days after the proposed repayment plan is delivered by certified mail, the nurse will be deemed to have accepted the plan as written. The letter providing the repayment plan will advise the nurse of his/her rights under this section. Alternatively, the nurse may elect to repay the overpayment directly and not through payroll deduction. This section is without prejudice to any other legal means that the Hospital may have to obtain reimbursement for overpayments not covered by payroll deduction.

Should the Hospital and the nurse fail to reach agreement regarding the amount owed or the payment plan, a payment plan will be adopted based on consensus reached by a board comprised of:

- Two (2) Hospital Management Representatives
- Two (2) Bargaining Unit Representatives appointed by the Executive Committee of the Bargaining Unit
- Director of Human Resources

The decision of the board shall be final and binding and the nurse will abide thereby. Recovery will commence the first payroll period following the date the repayment plan becomes final.

3. Underpayments. Underpayment of wages for any reason that are five (5) percent or more of the employees gross wages must be paid within three business days of the employee notification of the error to Hospital’s payroll staff, or the employer’s discovery of the error. Underpayments of less than five (5) percent will be paid on the next regular payday. Retroactive adjustment for underpayments shall be applied to the period of the error, but included in taxable wages as of the date paid. No more than twelve (12) months of such underpayments preceding the date of the employee’s written/email notification to Hospital’s Payroll staff or Hospital’s notification to the employee of the error shall be considered.
LETTER OF AGREEMENT

SECONDARY JOBS

The parties mutually agree to the following provisions applicable to bargaining unit
nurses who concurrently occupy a contract and non-contract position at Grande Ronde
Hospital.

1. **FTE Status.** For purposes of the application of provisions of the ONA Agreement
(such as Paid Educational Leave accrual, HCOC rotation), the number of hours scheduled
in the bargaining unit position shall be the designated FTE.

2. **Years of Service Credit.** All regularly scheduled position hours both in and out of
the bargaining unit shall be counted toward years of service credit normally awarded by
policy or specific benefit plans to GRH employees (EL accrual rates, pension, insurance,
long term disability, etc.) All hours worked in both bargaining unit and non-bargaining unit
positions shall be counted for purposes of Appendix A, Section 6.

3. **Casual Nurse Requirements.** In instances where a nurse’s primary job class is
outside the bargaining unit, and their secondary job class is a casual within the bargaining
unit, the said nurse shall be held to the Casual nurse work requirements, described in
Section 10.2.4 of the Collective Bargaining Agreement (including standby on-call
scheduling), shall not apply to the nurse’s secondary job class. One position (typically the-
one with regularly scheduled or greater number of hours) shall be designated as the
primary job class.

4. **Overtime Pay.** For the purposes of application of Article 8.3.1, all hours worked by
the nurse in both bargaining unit and non-bargaining unit positions shall be counted.

5. **Earned Leave.** The nurse shall receive Earned Leave (EL) accrual and rates of
pay in accordance with contractual requirements or HR policy applicable only to the
nurse’s primary job class for all hours compensated. This application is without regard to
bargaining unit or non-bargaining unit status of hours worked or compensated. A nurse
holding positions of approximately equal hours both in and out of the bargaining unit shall,
at the nurse’s discretion and at the time of acceptance of a secondary job class, declare
which position shall be considered the nurse’s primary job class. This declaration shall
determine the applicable EL accrual rate and pay benefit the nurse shall receive, and
application of #7 below.

6. **HCOC Rotation.** For the purposes of the application of Article 16.10.6, only the
assigned FTE hours in a bargaining unit position shall be counted.

7. **Grievance.** Grievances, including arbitration, shall be applied by primary position
for nurses who hold positions both in and out of the bargaining unit (exception: single
stand-alone offenses that result in termination):

   A. Primary position in the bargaining unit:
      The nurse may utilize the grievance procedure as outlined by contract, which shall
      be applied to both primary and secondary job classes.

   B. Primary position not in the bargaining unit:
      (1) If the incident which is the subject of the grievance arises from the
      nurse’s bargaining unit position, the contract grievance procedure shall
      control.

      (2) If the incident which is the subject of a grievance arises from the
      nurse’s non-bargaining unit position, hospital policy controls and the contract
      grievance process is not applied.

Incidents resulting in progressive discipline originating from a non-ONA bargaining unit
position shall not be utilized as the basis for further progressive discipline for a bargaining
unit position, unless the Hospital can affirmatively demonstrate that such disciplinary
action would have withstood any challenge through the grievance process had the nurse
been represented by the Association. Discipline arising within the bargaining unit may be
utilized in the discipline or termination of a nurse regarding the nurse’s non-bargaining unit
position. Single stand-alone incidents that result in termination from all GRH employment
(not discipline based upon prior work performance or discipline) shall be subject to the
contractual grievance and arbitration procedure to the extent it has an effect on
employment in the bargaining unit position, regardless of whether the incident giving rise
to the discharge originates from a bargaining or non-bargaining unit position.
8. **Consecutive Weekend Premium Pay.** For nurses whose primary position is in the bargaining unit, shifts worked both in and out of the bargaining unit shall count toward consecutive weekend pay, provided that (a) such work constitutes a day of work as defined by contract, (b) the consecutive weekend of work consists of bargaining unit work, and (c) if a nurse volunteering for or agreeing to perform additional work is thereby entitled to consecutive weekend premium pay under this paragraph, the nurse shall note such entitlement on the appropriate sign-up sheet.

9. The provisions of Article 230 shall be applied to a nurse even while working in a non-bargaining unit position.

10. **General Policies.** Health and welfare, bereavement leave, jury duty, and court witness benefits shall be based upon regularly scheduled position hours and continue to be applied to and coordinated between all of an employee’s scheduled GRH hours.

11. **Work Schedules/Floating.** Although there may be coordination of scheduling between bargaining and non-bargaining unit positions for the posted work schedules, bargaining unit position scheduling shall be governed exclusively by the contract. There shall be no scheduled partial shifts, including on-call assignments, nor floating from bargaining to non-bargaining unit positions, or vice-versa, during a shift of work. Next day off rest provisions as specified by contract shall be applicable to all GRH hours.

12. **Supervisory Nurses.** Nurses may not hold a position in the bargaining unit if they simultaneously hold a supervisory GRH position. This provision shall not prevent bargaining unit nurses from performing fill-in supervisory work, however, the status of such bargaining unit nurses shall not be challenged by GRH. **Supervisory Nurses, who are oriented to individual departments and are able to fulfil the staffing competencies are able to perform fill-in work when no other bargaining unit nurse volunteer, once the schedule is finalized the shift will belong to the supervisory nurse.**

13. **Bargaining/Non-Bargaining Unit Hybrid Positions.** Bargaining unit positions, as defined by contract, shall be posted and awarded separately from non-bargaining unit positions.
14. **Unpaid LOA.** A scheduled unpaid absence from a bargaining unit position shall be considered a “leave of absence” for purposes of return rights following the absence, even though the nurse may continue to work in the non-bargaining unit position.

15. **Roster.** The Hospital shall note on the monthly list of all bargaining unit nurses, those nurses holding secondary jobs under this Agreement. This list shall note the nurse’s name, primary and secondary job titles and regularly scheduled hours (or casual status) and date that the secondary job was initiated.
OREGON NURSES ASSOCIATION

Ateusa Salemi, Labor Representative

June 24, 2019

Date:

GRANDE RONDE HOSPITAL

Jeremy Davis, President/CEO

6/24/19

Date:
SIDE LETTER Moved to 19.4

MAXIMUM LOW CENSUS

Family Birth Center and Medical/Surgical

In an effort to reduce the amount of involuntary low census, or Hospital Convenience (HC) hours, taken by nurses, the Hospital and ONA agree to enter into this agreement to impose a cap on the amount of involuntary HC hours to no more than twenty-five percent (25%) per four week posted schedule period.

This cap will apply to nurses working full time on all the Family Birth Center (FBC) and the Medical/Surgical (Med/Surg) units only and will not apply if a nurse voluntarily waives this provision, requests to be on-call or placed on HC or refuses appropriate work on another unit (including orientation). For FBC and Med/Surg units, a Float 2 at their low census cap may bump regularly scheduled staff according to the bump rotation defined in Article 16.10, notwithstanding any other provision of this Agreement.

Regular full-time nurses who have reached the involuntary HC maximum will be excluded from further involuntary HC during the four week posted schedule period.

The order for determining HC assignment according to Article 16.10.1 through 16.10.5 will be followed.

OREGON NURSES ASSOCIATION

Ateusa Salemi, Labor Representative

Date: June 24, 2019

GRANDE RONDE HOSPITAL

Jeremy Davis, President/CEO

Date: 6/24/19
SIDE LETTER Part of Appendix A Extra Shift Bonus

SHORT STAFFING PREMIUM

The Hospital agrees to a trial period of offering the Short Staffing Premium ($10/hour) in situations of extreme staffing shortages where a shift is hard to fill. Some examples of hard-to-fill shifts may include, but not be limited to: last-minute sick calls for the same shift, multiple unscheduled nurses unavailable due to external factors, such as Spring Break, Eastern Oregon Livestock Show, Elgin Stampede. The trial will begin in August 2019.

The LMC will review the use of the Short Staffing Premium quarterly.

OREGON NURSES ASSOCIATION
Ateusa Salemi, Labor Representative

GRANDE RONDE HOSPITAL
Jeremy Davis, President/CEO

Date: June 24, 2019
Date: 6/24/19
CONTRACT RECEIPT FORM
(Please fill out neatly and completely.)
Return to Oregon Nurses Association,
18765 SW Boones Ferry Road Suite 200, Tualatin, OR. 97062-8498
or by Fax: 503-293-0013. Thank you.

Your Name:_______________________________________________________

I certify that I have received a copy of the ONA Collective Bargaining Agreement with
Grande Ronde Hospital, May 1, 2023 through April 30, 2025.

Signature:_________________________________________________________________________

Today’s Date:____________________________

Your Mailing Address _____________________________________________________________

________________________________________________________________________________

________________________________________________________________________________

Home Phone: ___________________________ Work Phone: ____________________________

Email: __________________________________ Unit: _________________________________

Shift: ___________________________________