

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OREGON NURSES ASSOCIATION

AND

GRANDE RONDE HOSPITAL

May 1, 202~~5~~³

through

April 30, 202~~7~~⁵

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TABLE OF CONTENTS

1	PROFESSIONAL AGREEMENT	1
2	WITNESSETH	1
3	ARTICLE 1 – MANAGEMENT RIGHTS	1
4	ARTICLE 2 – RECOGNITION AND MEMBERSHIP	2
5	ARTICLE 3 – PROFESSIONAL NURSING CARE COMMITTEE (PNCC)	6
6	ARTICLE 4 – PROFESSIONAL DEVELOPMENT	10
7	ARTICLE 5 – EQUALITY OF EMPLOYMENT OPPORTUNITY	17
8	ARTICLE 6 – EARNED LEAVE	17
9	ARTICLE 7 – EXTENDED ILLNESS HOURS	20
10	ARTICLE 8 – HOURS OF WORK.....	22
11	ARTICLE 9 – HOLIDAYS.....	26
12	ARTICLE 10 – EMPLOYMENT STATUS	28
13	ARTICLE 11 – LEAVES OF ABSENCE	35
14	ARTICLE 12 – NO STRIKE; NO LOCKOUT	37
15	ARTICLE 13 – HEALTH AND WELFARE	37
16	ARTICLE 14 – PENSIONS	40
17	ARTICLE 15 – GRIEVANCE PROCEDURE	41
18	ARTICLE 16 – SENIORITY	45
19	ARTICLE 17 – TRANSFERS	46
20	ARTICLE 18 - LAYOFF.....	48
21	ARTICLE 19 – LOW CENSUS.....	52
22	ARTICLE 20 – SEPARABILITY	55
23	ARTICLE 21 – SUCCESSORS.....	55
24	ARTICLE 22 – JURY/WITNESS DUTY	55
25	ARTICLE 23 – DRUG AND ALCOHOL POLICY	56
26	ARTICLE 24 – DURATION AND TERMINATION	56
27	SIGNATURE PAGE	57
28	APPENDIX A.....	58
29	APPENDIX B – HOME CARE SERVICES	66
30	APPENDIX C – PAYROLL PRACTICES.....	68
31	LETTER OF AGREEMENT APPENDIX D SECONDARY JOBS.....	70
32	CONTRACT RECEIPT FORM.....	78

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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.

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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 Senior Director Patient Care Services/CNO, Assistant Chief Nursing Officer, House Supervisors, Nurse ~~Director~~/Managers, Administrative Assistant, Clinical Nurse Educator, Employee Health/Infection Control, Information Systems Clinical Analyst, Inpatient Case Manager, 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.

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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 break. The Hospital shall not be obligated to remunerate the representative for any time

1 spent in orientation. The Hospital will notify the Association of the dates of new hire
2 orientation as soon as is reasonably practicable.

3
4 **2.3** The Hospital will deduct Association membership dues, or fair share from the salary
5 of each nurse who voluntarily agrees to such deductions and who submits an
6 appropriately written authorization form to the Hospital setting forth standard amounts and
7 times of deduction. Deductions shall be made monthly and remitted to the Association
8 together with the names of those authorized deductions. The amount of dues to be
9 deducted shall be certified to the Hospital by the Association. Requests to stop deductions
10 may only be made by the nurse.

11
12 **2.4**

13 **2.4.1** All registered nurses eligible for the bargaining unit shall, as a condition of
14 employment, within thirty-one (31) days of employment or effective date of this
15 Agreement, whichever is later, become members of the Association or pay through
16 payroll deduction an amount certified by the Association per month as their "Fair
17 Share" of the cost of contract negotiations and Administration.

18
19 **2.4.2** In order to safeguard the rights of non-association of nurses based on bona
20 fide religious tenants or teachings of a church or religious body of which a nurse is
21 a member, that nurse may exercise a choice of joining the Association or paying an
22 amount of money equivalent to regular Association dues to a nonreligious charity
23 mutually agreed upon by the nurse and the Association.

24
25 **2.4.3** Within thirty (30) days after the execution date of this Agreement, and
26 monthly thereafter, the Hospital shall provide the Association with a master list of all
27 employed nurses who are subject to the provisions of this Agreement, giving the
28 names, addresses, classification, date of birth, RN license numbers, and dates of
29 employment. Each monthly list shall include the names of nurses who resigned,
30 or who have been promoted out of the bargaining unit. The Hospital also will
31 provide the Association with written notice of any new non-bargaining unit
32 positions for which an RN license is required. The Hospital will provide the
33 Association with the new job description for the position. Electronic notice will be
34 provided on the day the new position is posted.

1 **2.4.4** The Association shall indemnify and save the Hospital harmless against any
2 and all claims, demands, suits or other forms of liability that shall arise out of or by
3 reason of action taken or not taken by the Hospital for the purpose of complying
4 with the provisions of Section 2.4 of this Agreement in reliance upon any lists,
5 notices or other assignment furnished to the Hospital by the Association under this
6 Article.

7
8 **2.5**

9 **2.5.1** Only duly authorized representatives of the Association such as the local
10 chairperson, nurse representatives and external labor relations representatives
11 shall be granted access at all reasonable times to enter the Hospital when such
12 visits are necessitated by matters concerning the administration of this Agreement,
13 observing the conditions under which the bargaining unit employees are employed
14 and assisting in processing of grievances. Association representatives, as specified
15 above, shall, prior to or upon arrival in the Hospital, notify the Hospital
16 Administrator, or their designee. There shall be no interference with the work of
17 nurses or with the confidentiality and privacy of patient care as a result of such right
18 of entry and such right shall be subject to the general Hospital rules applicable to
19 nonemployees, except that access shall not be restricted to any particular time of
20 day.

21
22 **2.5.2** The Association shall keep the Hospital fully informed, in writing, of all local
23 Association officers, nurse representatives, nurse staffing committee members, or
24 other external representatives who may be designated by the Association with the
25 responsibility of representing the members regarding the Administration of this
26 Agreement. The Hospital, in turn, shall keep the Association fully informed of the
27 identity of its supervisors. The Hospital recognizes the right of the Association to
28 utilize representative members/registered nurses of this Hospital to serve on a
29 bargaining unit committee. Such committee shall comprise no less than three (3)
30 members nor no more than six (6) members and their alternates. The Association
31 shall furnish the Hospital with a listing of the names of these representatives. Such
32 representatives may assist in contract negotiations and administration during the
33 life of this Agreement without discrimination by the Hospital. To facilitate attendance
34 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.

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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. 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 prior to posting. All ONA business should be conducted outside of paid work hours (not in designated work areas).

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 ~~eight (8)~~ copies of this Agreement to the Grande Ronde Hospital Chief Executive Officer, Chief Nursing Officer, Assistant Chief Nursing Officer, House Supervisor Office, each nurse manager for Medical Surgical, Intensive Care, Family Birth Center, Emergency Department, Infusion, Home health, and Surgical Services, Interventional Pain Management and Staffing Coordinator Office. The Hospital ONA and shall place one copy of this Agreement in each unit. ~~The~~ Hospital may purchase additional copies of this Agreement for administrative use from the ONA at a cost of five dollars (\$5.00) per copy.

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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 (3rd) bargaining unit representative when only two (2) bargaining unit representatives are present or participate in a representative role when three bargaining unit representatives are present.

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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 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 Paid Time Off Sell Back for ONA Negotiation Team.~~ All nurses with an ~~earned leave Paid Time Off (PTO)~~ 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 ~~ninety percent (90%) of~~ face value. The sell back must be done during the first pay period of ~~April~~ May following the commencement of the ~~2023-2025~~ ratified contract.

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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 fourteen (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 PTO~~ sellback checks will be subject to normal payroll withholding taxes, the rate of pay will be ~~ninety percent (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.~~

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ARTICLE 3 – PROFESSIONAL NURSING CARE COMMITTEE (PNCC)

3.1 Recognition. A Professional Nursing Care Committee shall be established at the Hospital.

|

- 1
- 2 **3.2 Responsibility.** The Hospital recognizes the responsibility of the PNCC to
- 3 recommend measures objectively and to improve patient care and will duly consider such
- 4 recommendations and will so advise the PNCC of action taken in writing.



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1 **3.3 Objectives.** The objectives of the PNCC shall be limited to:

2 **3.3.1** Consider constructively the practice of nurses;

3
4 **3.3.2** Work constructively for the improvement of patient care and nursing
5 practice;

6
7 **3.3.3** Recommend to the Hospital ways and means to improve patient care;

8
9 **3.3.4** Provide services as described in Article 4, Sections 3 and 5 of this
10 Agreement.

11
12 **3.3.5** Review all forms of unsafe staffing documentation;

13
14 **3.3.6** Facilitate the dispersal of funds provided for in Article 4.3.7.

15
16 **3.3.7** Facilitate bringing in outside educational opportunities for staff utilizing left
17 over PNCC tuition funds.

18
19 **3.3.8** Evaluation of the HC/OC process.
20

21 **3.4 Composition.** The PNCC shall be composed of at least one (1) bargaining unit RN
22 from each nursing department. The Administrator, or designee, and a representative of
23 nursing administration. The Chairperson of this Committee shall be elected by the
24 bargaining unit. PNCC Chair or designee will sit on the Nurse Staffing Committee to
25 update NSC on 3.3.1 – 3.3.8.
26

27 **3.5 Frequency of Meetings.** The Committee shall meet as needed, but at least
28 quarterly. Each committee member shall be entitled to their regular straight-time rate for
29 the purpose of attending meetings. Such meetings shall be scheduled so as not to conflict
30 with the routine. The PNCC shall prepare an agenda and keep minutes of all meetings,
31 copies of which shall be provided to the Senior Director Patient Care Services/CNO, the
32 Hospital Administrator and the Association.

1 **3.6 Special Meetings.** The Administration may request special meetings with the
2 PNCC, but such meetings shall not take the place of regularly scheduled meetings of the
3 PNCC.

4
5 **3.7 Staffing Committee.** The staffing committee is a nurse manager and staff nurse-
6 lead committee tasked with creating department-level staffing plans based on a patient
7 population's acuity and needs matched with staff's competency and experience. In
8 developing the staffing plan, the staffing committee's primary goal shall be to ensure
9 that the hospital is adequately staffed to meet the safety and healthcare needs of its
10 patients. It is also the goal of the committee to ensure that all staffing aspects are
11 compliant with regulations. This committee is composed of equal numbers of nurse
12 management and ONA RN representatives.

13
14 **3.8 Staffing System.** The Hospital and registered nurses will act in compliance with
15 the appropriate ORS. The Hospital shall be responsible for the implementation of a
16 written Hospital-wide staffing plan for nursing services. The staffing plan shall be
17 developed, monitored, evaluated and modified by the Staffing Committee.

18
19 **3.9 Elected ONA Committee Positions.** If any ONA committee, (Staffing
20 Committee, Employee Safety Sub-Committee, The Joint Committee on Insurance, and
21 PNCC) position is vacated, it is the responsibility of the ONA to replace that vacated
22 position utilizing normal ONA voting procedures. If there is a vacancy in this position, a
23 member of the ONA Executive Committee or designee will sit on this sub-committee
24 until filled.

25
26 **3.10 Hospital Committees.** The Hospital will provide a list of all committees and
27 workgroups available for nursing staff participation on the intranet electronically and will
28 update the list quarterly, with any changes in committees.

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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 (or designee). 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.

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1 **4.2** The Hospital agrees to maintain a continuing in-service education program
2 for all nurses covered by this Agreement. In the event a nurse is required by the
3 Hospital to attend in-service education functions outside ~~her~~ their normal shift, they
4 will be compensated for time spent at ~~their~~ her established straight-time hourly
5 rate. As a condition of employment, all nurses covered by this Agreement will be
6 expected to participate in a minimum of twenty (20) hours per year of in-service
7 training or other education that is approved by the PNCC. Such training will be
8 made available to all shifts and will be reviewed annually on the nurse's evaluation
9 and continuing competency checklist. When a casual nurse must attend outside
10 workshops in order to complete the twenty (20) hour per year requirement, the
11 hospital shall pay the cost of any associated tuition to attend such approved
12 workshops, if the nurse has received advance approval to attend the workshop.
13 Time spent in mandatory in-service training will count as hours worked for purposes
14 of determining whether the nurse will receive any overtime pay, depending upon
15 whether the nurse is on an 8/80, 10/40, 12/36 work week schedule. Such hours
16 shall be calculated on a fiscal year basis with proration of new hires. Each nurse is
17 required to keep education hours updated electronically. Nurses are required to
18 maintain their license and certifications required for their department. ~~Failure to do~~
19 so by the nurse will cause immediate removal from the schedule until license and
20 certifications are renewed. A nurse will be eligible for an ONA step increase on their
21 hospital anniversary date, providing the nurse has met all licensure, certification,
22 and/or competency requirements. A nurse will be eligible for ONA step increase
23 immediately upon the completion of all requirements. will affect the nurses ability to
24 work. Exceptions may include cancelation of certification class by the institution
25 hosting the certification.

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4.3

28 At the start of the Hospital's fiscal year following date of hire, a full-time nurse shall
29 earn paid educational leave at the rate of thirty-six (36) hours per year. Part time
30 nurses shall earn prorated paid educational leave based on the nurse's FTE
31 allocation at the beginning of the fiscal year. Each nurse will accrue hours, tuition,
32 travel and lodging when they have met their introductory period and have met the
33 beginning of the fiscal year. Requests for time off to attend an educational event
34 should follow the same timelines as outlined in Article 6. At the nurse's option,

1 accrued but unused paid educational leave may be used for conference time
2 attended associated with an approved educational event. Individual applications for
3 use of the days shall be subject to the approval of the ~~Director~~ Manager and CNO
4 of and shall not be unreasonably denied. Applications submitted thirty (30) days in
5 advance of an education day and approved will not be canceled unless there is an
6 unexpected, emergent staffing crisis. In the event the educational opportunity is
7 canceled at the request of the hospital, any expenses up to the approved allotted
8 amount that are incurred by the RN and are not reimbursable will be reimbursed by
9 the hospital. In addition, nurses who are classified as casual shall not be eligible to
10 participate in paid education leave unless otherwise directed to do so by the
11 Hospital, at its discretion. In the event new skills requirements should be added to a
12 position based upon nationally recommended standards for each unit (i.e., ACLS,
13 TNCC, NRP), the Hospital shall ensure that training for the new requirements,
14 equipment or new procedures is provided for employees in that position, and to
15 compensate the employees for time spent and/or expenses incurred in such newly
16 required training. PNCC hours may be used by nurses who choose additionally to
17 attend non-required pre-certification classes. Should attendance be required at pre-
18 certification classes, the hospital shall also pay for time spent in such classes,
19 including reasonable hours spent in online courses, as determined by the Hospital.

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20
21 **4.3.1** Department-required certifications will not be charged against the nurse's
22 PNCC hours or educational bank. Scheduling of ~~D~~ department required educational
23 activities are subject to management approval in order to maintain safe staffing in
24 each department. If a nurse loses any scheduled hours in order to complete
25 department-required education under this section, the nurse shall be compensated
26 for the actual attended course hours. If the department-required course does not
27 last the equivalent of the full shift the nurse misses, the nurse may request the
28 opportunity to make up the missed hours during the pay period. If the Hospital is
29 unable to accommodate the nurse's request, then the nurse may choose to take
30 ~~earned leave~~ Paid Time Off or HC for the time missed. Reimbursement for required
31 certification study time includes time spent studying outside of time clocked into the
32 organization. Payment for reimbursement will be paid upon the completion of the
33 course, pre-course work being completed prior to the class attendance and
34 claiming and turning in the certification card to ~~Director~~ Manager, Education and

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HR. Payment for study hours are not calculated as part of the employee FTE. No reimbursement will be given for BLS after initial certification.

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• ~~Initial certification classes maximum four (4) hours~~

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• ~~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. ~~Nurses will be compensated per the AHA coordinators suggested times. The maximum recertification time allowed per contract term is fifty percent (50%) of the RNs required combined certifications.~~

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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.

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 initial certification and re-certification of a nursing specialty applicable to the unit in which they are currently working.

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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 denials of tuition costs related to an approved educational event.

4.3.6 In addition to the accrual of paid educational leave, each full-time nurse shall be eligible to use up to eight hundred dollars (\$800) per contract year 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. 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 twenty-thousand dollars (\$20,000) for the bargaining unit's use for registration fees related to external educational programs, and five thousand dollars (\$5,000) to be used by casual nurses for registration fees related to external educational programs if the nurse has two (2) consecutive six (6) 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.

1
2 **4.3.8** Nurses who have given resignation ~~will~~ ~~may~~ be dropped from any
3 certification class they are signed up for at the Hospital's discretion.

4
5 **4.3.9** In the event when educational opportunities are canceled, the nurses who
6 took regularly scheduled shifts off to complete mandatory certifications for job
7 requirements (i.e. BLS, ~~ACLS~~ ~~ALCS~~, TNCC) may ask for their shifts back. The
8 Hospital will provide reasonable opportunity to make up hours. ~~These hours~~
9 may include any available hours on the schedule within the same ~~time pay~~
10 period. These hours are not guaranteed to be ~~the~~ nurses regularly schedule
11 shifts. The nurse may opt to utilize ~~PTO~~ ~~EL in lieu of working available~~ if there
12 ~~are no available~~ shifts.

13 14 **4.4**

15 **4.4.1** The Hospital agrees to reimburse tuition costs for up to twelve (12) credit-
16 hours per fiscal year for BSN, nursing related Masters, Doctorate or courses
17 needed for medical translator certification approved by the PNCC which are related
18 to the professional duties, but in no event shall the cost of additional education as
19 approved by the PNCC for nurses who avail themselves of this exceed ten
20 thousand (\$10,000.00) in total based upon the Hospital's fiscal year (i.e., May 1 to
21 April 30 of each year). Tuition reimbursement applications will be reviewed every 6
22 months by PNCC and presented to NSC at the Q2 and Q4 meetings. A nurse must
23 have completed twelve (12) calendar months of employment before becoming
24 eligible for tuition reimbursement under this agreement. Nurses participating in this
25 program will be expected to commit to employment at the Hospital for at least two
26 (2) years following the last tuition reimbursement and to maintain a minimum
27 employment requirement of 0.5 FTE.

28
29 **4.4.2** It is further recognized that to receive reimbursement under the provision,
30 nurses who participate must maintain at least a "B" in each of the classes in which
31 they received reimbursement.
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1 **4.4.3** Inclusive under the tuition reimbursement program will be reimbursements
2 for the cost of correspondence work done through an accredited nursing institution
3 with a degree program, administration fees and the cost of any challenge program
4 up to the twelve (12)-credit-hour dollar equivalent maximum specified above.
5

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6 **4.5** It is the intent of the Hospital to achieve the following standards and the Hospital
7 will make every reasonable effort to:

8 **4.5.1** Assign so that a new employee without prior nursing experience will not be
9 assigned to work Charge responsibility and pay during the nurse's first twelve (12)
10 months of employment. Prior to being assigned a Charge responsibility, the nurse
11 will be provided additional orientation, either an external or internal course
12 approved by the PNCC. Charge nurses must have completed ACLS and PALS
13 (except FBC which requires NRP) training. ~~A one (1)-time grace period to obtain~~
14 ~~PALS for charge nurses will be granted until April 30, 2024.~~

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15 **4.5.2** Provide a comprehensive two (2)-week minimum orientation to each newly
16 employed RN prior to assigning a normal patient load.
17

18 **4.5.3** Not assign a nurse to float to a unit which the nurse has neither experience,
19 orientation, nor completed the baseline competencies for filling this position other
20 than as a "helping hands". All nurses within the organization can be utilized within
21 any department as "helping hands".

- 22 • Helping hands ~~as is defined by the Nurse Staffing Committee, as any~~
23 ~~standard nursing task that is reasonably expected as part of basic~~
24 ~~nursing. This may include but is not limited to procedures such as IV~~
25 ~~starts and Foley Catheter placements. The primary nurse for the~~
26 ~~patient continues to be primarily responsible for the overall care,~~

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27
28 **4.5.4** Not be assigned to orient to more than two (2) departments at a time until
29 the nurse successfully completes the primary position's baseline competencies.
30

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.

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 – ~~Paid Time Off~~ ~~EARNED LEAVE~~

6.1 Definition. The Hospital uses a system called "~~Paid Time Off (PTO)~~ ~~earned leave~~", which combines paid time off for **vacation, sickness, and holidays**. ~~Paid Time Off~~ ~~Earned leave~~ hours accrued are based on hours compensated including regular hours, overtime hours, callback, ~~Paid Time Off~~ ~~earned leave~~, on-call hours (due to low census), house convenience hours, education hours, during periods of jury duty and paid authorized leaves in a contract year. ~~PTO~~ ~~EL~~ accrual will be given initially with a cap at two thousand and eighty (2080) hours, at the end of each contract year, nurses may ask that their ~~PTO~~ ~~EL~~ bank be evaluated between January 15 - January 31. If the nurse has worked over the two-thousand and eighty (2080) hours, their ~~PTO~~ ~~EL~~ bank will be credited with ~~PTO~~ ~~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, in accordance with article 19.3 or PTO on scheduled work days when inclement weather prevents the nurse from reporting to work. ~~Earned leave~~ ~~Paid Time Off~~ may be used for authorized leave, holidays, vacations, sick days, and for illness of family members. ~~Paid Time Off~~ ~~Earned leave~~ will be paid at the nurse's regular rate of pay including applicable shift differential. For Holiday ~~PTO~~ ~~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 ~~Paid Time Off~~ ~~earned~~

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1 ~~leave~~. Casual and temporary nurses do not accrue Paid Time Off ~~earned leave~~.

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2 Employees with longer years of continuous employment accrue at a faster rate as
3 provided for under Section 6.6.

4 **6.3 Limitations.** In any given pay period, the combined total of hours worked and Paid
5 Time Off ~~earned leave~~ cannot exceed the RN's primary FTE not including extra shifts or
6 hours beyond primary FTE, overtime hours, Extended Illness Hours or call back/standby
7 hours. Paid Time Off ~~Earned leave~~ may be utilized, at the nurse's option, to supplement
8 work time lost due to low census cancellation.

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9
10 6.3.1 A nurse with PTO that was scheduled greater than 2 weeks in advance who
11 picks up an extra shift in the same work week may have the option to either be paid PTO
12 or trade the PTO hours back to their bank. ~~Short~~ notice and bonus shift pay will be
13 forfeited if PTO is returned to the nurse's bank.

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14
15 **6.4** The maximum number of Paid Time Off ~~earned leave~~ hours a nurse may
16 accumulate is five-hundred and twenty (520) hours total. Once the maximum has been
17 reached, no further hours will accrue until the employee has taken Paid Time Off ~~earned~~
18 leave time off.

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19
20 **6.5** ~~Earned leave~~ Paid Time Off hours are credited starting with the first (1st) day of
21 employment.

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22
23 **6.6 Accrual Rates.** The following is the schedule used in computing Paid Time Off
24 ~~earned leave~~.

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Years of Service	Earned per Hour	Maximum Accrued Per Year	Maximum Banked Hours
Year 0-5	0.0962	200 hours	520 hours
Year 6-10	0.1154	240 hours	520 hours
Year 11 +	0.1346	280 hours	520 hours

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25 **6.7 Use of Paid Time Off ~~Earned Leave~~ for Vacation.** A nurse shall be free to utilize
26 their ~~earned leave~~ Paid Time Off as it best fits their own personal needs, in accordance

1 with other provisions of this Agreement. All ~~earned leave Paid Time Off~~ will be established
2 on a first-come-first-serve basis by date of scheduling software request. In the event two
3 (2) or more nurses request the same time and make a request on the same calendar date,
4 and not all requests can be granted, the most senior nurse will be granted the earned
5 leave time requested. In those instances where a nurse provides the Hospital with two (2)
6 or more months advance notice, the Hospital will endeavor to grant the earned leave
7 request on first-come-first-served basis. Requests for ~~earned leave Paid Time Off~~ should
8 not be made more than six (6) months in advance with the exception of extenuating
9 circumstances. Extenuating circumstances may be used once every ~~contract term, two-~~
10 ~~(2) years~~, excluding holidays. A response will be provided electronically within fourteen
11 (14) days after receipt of the request. ~~If denied the requested days will be placed on the~~
12 ~~electronic schedule to facilitate coverage per 8.6.5.~~ The Hospital will endeavor to meet all
13 such requests with the understanding that the Hospital reserves the right to determine how
14 many nurses within the Hospital and/or within each unit may take ~~earned leave~~ at one time
15 to ensure safe staffing levels. ~~Leave~~ PTO requests shall be submitted in scheduling
16 software. If a nurse utilizes ~~Paid Time Off~~ ~~Earned Leave~~ for unexpected absences
17 resulting in a low balance for planned vacation, the nurse will only be allowed vacation on
18 days that can be covered by ~~Paid Time Off~~ ~~earned leave~~ to fulfil their FTE. If a nurse's
19 regular shift is already filled, the nurse will be scheduled to work if there are ~~other~~ available
20 open shifts. ~~Managers will have thirty (30) days to respond to nurses requesting more than~~
21 ~~two consecutive calendar weeks of PTO. All PTO requests exceeding two calendar weeks~~
22 ~~will be reviewed by HR to ensure compliance with protected leave laws, such a FMLA, and~~
23 ~~facilitate any eligible leave if applicable. This shall not place any limitations on the amount~~
24 ~~of PTO that may be requested and/or granted, so long as the nurse has said PTO~~
25 ~~available.~~

27 **6.8 Use of ~~Earned Leave Paid Time Off~~ for a Holiday.** See Section 9.3.

29 **6.9 Use of ~~Paid Time Off~~ ~~Earned Leave~~ for Illness.** A nurse who becomes ill will use
30 a day of ~~Paid Time Off~~ ~~Earned Leave~~ with pay for all scheduled hours at the regular rate of
31 pay, as shown in Appendix A, for each day of absence from work because of illness
32 commencing with the first day of each illness through the third consecutive lost work day
33 or twenty-four (24) hours, whichever comes first; (for nurses working twelve (12) hour

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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 ~~Paid Time Off~~ ~~Earned Leave~~ time must be used. The nurse requiring time off without prior approval should make a reasonable attempt to call in at least three (3) and must call no later than two (2) hours before the beginning of the nurse's scheduled start time. Failure to call in within the two (2) hours will be considered an ~~unexcused~~ absence.

6.10 Authorized Leaves. If the employee requests earned leave for any portion of an authorized leave, they must submit a time off request through the scheduling software.

6.11 The electronic timekeeping system will maintain a record of ~~Paid Time Off~~ ~~Earned Leave~~ accrued and used for each nurse. In addition, current accrued ~~Paid Time Off~~ ~~earned leave~~ hours will be shown on a nurse's paycheck stub.

6.12 All ~~Paid Time Off~~ 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~~ ~~workdays~~ 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 ~~members, as defined by the Oregon Family Leave Act (OFLA).~~ ~~The immediate family includes parents, current spouse, children, siblings, aunts, uncles, nieces, nephews, grandparents, spousal equivalents or~~

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~~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 five hundred (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.~~

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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.

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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.

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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 (1st) day of employment. Casual and temporary nurses do not accrue EIH.

7.4 Accrual. The following is the schedule used in computing EIH:

Years of Service	Earned Per Hour	Maximum Accrued Per Year	Maximum Hours Banked
All	0.0231	48 hours	520 hours

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.

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 weighted average rate of pay equal to WAOT. 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 ~~standby on-call~~ on Friday ~~(1530 OR, 1600 PACU)~~ to the end of ~~standby 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 All hours paid must have prior approval by the unit manager/designee and scheduled in the electronic scheduler with the exception of short notice sick call coverage Examples include, but are not limited to, internal and external education CEO forums, and GRH Academy.

8.3.32 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 Paid Time Off or HC hours up to the 10-hour rest period requirement ~~Earned Leave, during any such absence~~. If the nurse requests to be replaced beyond the 10-hour rest period requirement, the nurse shall use PTO or HC for the remainder of the scheduled shift. Appropriate HC guidelines will be followed in accordance with article 19.3. In no case will the nurse be required to work when advanced three (3) 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. Nurses who meet the minimum competency requirements for the available shift may sign up for extra hours on a first-come, first-served basis for all casual staff, after seven (7) 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

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- Casual RNs
- Nurses not overtime
- Nurses at overtime

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Should a nurse pick up an available shift and discovers they are unable to fulfil the requirement it is considered a time off request, they should follow Article ~~8.6.3, 6.7.~~

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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 (8)-hour shifts, between the third (3rd) and sixth (6th) working hour;

For ten (10)-hour shifts, between the fourth (4th) and eighth (8th) working hour;

For twelve (12)-hour shifts, between the fourth (4th) and ninth (9th) working hour.

8.6 Scheduling Procedure. ~~For the purposes of this contract, definitions of the schedule will include posting of the schedule is defined as~~

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8.6.1 Draft Schedule is a six (6)-month ~~rolling draft~~ schedule.

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8.6.2 ~~FA~~ finalized schedule will be available the fifteenth (15th) of the previous month.

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~~and no longer available for edits without mutual consent. Work schedules shall be prepared in calendar month cycles and posted on the fifteenth (15th) of the month prior.~~

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8.6.3 Requests for days off must be submitted prior to the first (1st) day of the month prior to the schedule.

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8.6.4 No ~~such~~ reasonable request will be denied, if adequate staffing is available.

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8.6.5 ~~Any shift of PTO that is denied will be posted per the electronic scheduling software to encourage staff to pick them up and the request will be granted when they are picked up.~~

8.6.6 Once the schedule has been finalized, schedule changes regarding hours or days shall not be made unless by mutual consent of the Unit Manager or designee, and the nurse.

8.6.7 For those nurses holding a combination float/unit specified position, the finalized 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

1 that ~~minimum~~ staffing levels are maintained. ~~And The replacement should not result in~~
2 ~~overtime nor qualify for short-notice shift or extra shift bonuses. The shift coverage must~~
3 ~~be~~ approved by the Unit Manager or designee, this includes elective, scheduled
4 procedures on a current finalized schedule. In extenuating circumstances, overtime hours
5 may be approved by the ACNO or designee. ~~The change from the current twenty-eight~~
6 ~~(28) day schedule to the calendar month schedule will occur starting July 1, 2023.~~

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8.7

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. Nurses may call ~~into~~ the House
Supervisor at any point to request an update on staffing.

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8.7.2 When the Hospital is unable to notify 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) hours at their straight-time hourly rate, if they
remain in house and are given a work assignment, plus any applicable shift
differential. It shall be the responsibility of the nurse to notify the Hospital of the
nurse's current address and telephone number or alternate method to contact the
nurse if ninety (90) minutes prior to their shift. 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. Orientation programs and checklists shall be reviewed and
approved annually by the NSC per OHA regulations.

1 **8.8** A nurse required to stay on the Hospital premises when their unit is closed shall
2 receive their regular rate of pay for the hours in question, it being understood such nurses
3 may be required to work in any open patient care unit and perform those basic nursing
4 skills as directed by the ~~nurse Unit director~~/manager or designee. In the event the nurse
5 elects to stay in the assigned unit rather than float to another unit when the assigned unit
6 is closed, they shall be placed on-call in house and be paid only the on-call in house
7 differential for the hours in question. If work is necessary in the closed unit as described by
8 the applicable ~~Unit nurse director~~/manager or designee (i.e., restocking, etc.), then the
9 nurse shall be paid their regular rate of pay including any applicable shift differential. Upon
10 completion of said task (i.e., restocking, etc.) the nurse must report to the House
11 Supervisor or additional work.

12 **8.9** Each regularly scheduled nurse shall normally have an unbroken rest period of at
13 least ten (10) hours between shifts, unless emergency conditions require such nurse to
14 work longer periods to meet adequate nursing care requirements. All time worked without
15 a break of at least ten (10) hours at the request of the Hospital shall be paid at the rate of
16 one and one-half (1-1/2) times the nurse's regular rate of pay. This does not apply to on-
17 call, ~~or standby, or education~~ hours.

ARTICLE 9 – HOLIDAYS

19 **9.1** All holidays will be observed during the twenty-four (24)-hour period beginning at
20 midnight of the holiday. Employees beginning a shift during this twenty-four (24)-hour
21 period will be considered working the holiday. The following holidays are recognized by the
22 Hospital:

Major Holidays	Minor Holidays
Christmas Day	New Year's Day
Christmas Eve Day	Fourth of July
Thanksgiving Day	Memorial Day
	Easter Sunday
	Labor Day

Holidays

New Year's Day	Easter Sunday
Memorial Day	Fourth of July
Labor day	Thanksgiving Day
Christmas Eve Day	Christmas Day

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

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6
7 **9.3** On recognized holidays, a nurse may elect to receive pay for up to one (1) day of
8 accrued ~~Paid Time Off~~ ~~earned leave~~ without differentials. To receive ~~Paid Time Off~~
9 ~~earned leave~~, pay for a holiday, an employee must submit an " ~~Paid Time Off~~ ~~Earned~~
10 ~~Leave~~ Request" through electronic notification to unit manager. This applies to all nurses,
11 scheduled or not. Each nurse should have a minimum of one pay period of ~~PTO~~ ~~EL~~ per
12 the RNs FTE in their EL bank in order to utilize additional EL on a holiday. Should a
13 nurse's department be closed because of a holiday, the nurse shall have the choice of
14 using ~~Paid Time Off~~ ~~earned leave~~ or claiming the holiday as an HC day regardless of the
15 balance of their ~~PTO~~ ~~EL~~ bank.

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

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ARTICLE 10 – EMPLOYMENT STATUS

9 **10.1** Except as limited in this Agreement, the Hospital shall have the right to hire,
10 promote and transfer employees. No nurse shall be disciplined, discharged or suspended
11 except for just cause.

12
13 It will be a condition of employment that nurses provide and maintain an active telephone
14 number where they may be reached. Nurses shall keep this current phone number on file
15 with the Unit Manager or designee, Electronic Time Keeping System (Kronos) and Staffing
16 Office. Changes in phone numbers should be provided to all three (3).

17 **10.2** Primary nurse positions will be filled by registered nurses. The job classifications
18 under this Agreement include:

19 **10.2.1 Charge Nurse.** Under direction of a ~~Unit Nurse Director/~~Manager and/or
20 House Supervisor is responsible for all tasks as defined by the unit specific nurse
21 staffing plans. The selection of Charge Nurse shall be at the sole discretion of the
22 ~~Unit Nurse Director/~~Manager with the understanding that any identified relief
23 Charge Nurse shall be entitled to applicable charge differential in the absence of
24 the ~~Unit Nurse Director/~~Manager and Charge Nurse. Notwithstanding anything else
25 in this section, designated Charge Nurse positions in units that have such positions
26 will be posted in accordance with Section ~~17.1~~ 16.3.

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27
28 **10.2.2 Full-Time Nurse.** Nurses owning an 0.8-1.0 FTE are considered full-
29 time.

1 **10.2.3 Part-Time Nurse.** Nurses owning less than an 0.8 FTE. Such nurses
2 shall be eligible to receive ~~Paid Time Off earned leave~~ and extended illness hours
3 on a pro rata basis.

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5 **10.2.4 Casual Nurse.** ~~Staff working without a permanent assignment who are~~
6 ~~employed~~ A nurse employed to work on an intermittent basis, ~~without owning an~~
7 ~~FTE.~~ Such nurses shall not be eligible for either purchased or accrued benefits.
8 ~~Full time and part time nurses may use casual nurses to serve as their~~
9 ~~replacements when necessary with the approval of the Senior Director Patient Care~~
10 ~~Services/CNO or designee.~~ A Casual Nurse must be scheduled to work at least
11 seventy-two (72) hours every three (3) months or one hundred and forty-four (144)
12 hours every six (6) months to retain status as a Casual. Casual Nurses shall be
13 available to work at least two (2) holidays of the following holidays per calendar
14 year: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve
15 Day and Christmas Day. ~~per calendar year. At least one of the two (2) holidays~~
16 ~~shall be one (1) of the three (3) major holidays as defined in Section 9.1.~~ Hours
17 spent ~~working in a unit other than the nurses home unit or~~ re-orienting to a
18 department after a long period of time away, ~~or to a unit other than the nurse's~~
19 ~~home unit,~~ or hours spent at education/certifications, do not count towards the
20 casual work hour requirements. Low census days and/or house-convenience days
21 shall count as days worked for purposes of this section. During periods of
22 prolonged low census, when the Hospital is unable to schedule a Casual Nurse the
23 minimum work requirement may be waived by the Hospital. ~~For each anniversary~~
24 ~~year of service, a casual nurse shall accrue zero point three three three (0.333)~~
25 ~~years of seniority.~~ Effective May 1, 2025 through April 30, 2026, Casual Registered
26 Nurses shall accrue seniority based on the greater of: 0.333 years of seniority, or
27 One (1) year of seniority for every 1,100 hours worked, Casual Registered Nurses
28 may not accrue more than one(1) year of seniority within any twelve (12) month
29 period.

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30
31 Effective May 1, 2026, and thereafter, Casual Registered Nurses shall accrue one
32 (1) year of seniority for every 1,100 hours worked, not to exceed one (1) year of
33 seniority in any twelve (12) month period.
34

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 January and July.

10.2.5 Nurses who are downwardly classified involuntarily as a casual nurse shall not lose Paid Time Off ~~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 Paid Time Off ~~earned leave~~ over one-hundred (100) hours (which is the maximum amount that can be retained by the nurse after the conversion to casual status).

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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 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 ~~17, 16.3.4~~. 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 Continuous Employment. Shall be defined as all compensated hours inclusive of ~~Paid Time Off, earned leave~~, and extended illness hours, hours worked, on-call hours, paid educational hours and house convenience hours, ~~and protected leaves(s), OFLA, FMLA AND Paid Leave Oregon.~~

10.2.8 Nurse Precepting Program. All attempts should be made to have a trained nurse preceptor assigned to each new graduate, newly hired nurse, senior nursing student during senior practicum, or nurse transferring to a different unit

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1 requiring orientation as described in Article 8.7.4. Nurse preceptors, in conjunction
2 with the orienting nurse and the nurse ~~director~~/manager, will be responsible for
3 planning, documenting, and evaluating the orienting nurse's or senior nursing
4 student performance as defined by the unit's competency checklist. The orientation
5 period typically shall not exceed three (3) months but may be extended by the
6 Hospital based on the nurse's assignment. This shall not preclude the Hospital from
7 assigning nurses other than the nurse preceptor to provide orientation, when
8 appropriate. Only RNs who have completed an approved Nurse Preceptor Program
9 shall be eligible for the nurse mentor pay.

10
11 The department orientation and competency checklists will be evaluated and
12 approved by the NSC.

13
14 **10.3** Seniority shall not accrue during a nurse's introductory period. Upon satisfactory
15 completion of their introductory period, the nurse shall be credited with the seniority date
16 retroactive to their last date of hire. A full-time nurse shall be on introductory status and
17 shall not become a regular employee until after the first ninety (90) calendar days after the
18 nurse completes the orientation to the department of hire and the nurse may be terminated
19 at the discretion of Administration during that period. A part-time or casual nurse shall be
20 on introductory status and shall not become a regular employee until after a maximum of
21 five-hundred and twenty (520) hours of worked time, and may be terminated at the
22 discretion of Administration during that period. A nurse's introductory period may be
23 extended by ninety (90) calendar days or one hundred and forty-four (144) hours worked
24 for casuals, with notice to the nurse and Association. Nurse Resident positions shall have
25 a maximum introductory period of two-thousand and eighty (2080) hours. At the time the
26 nurse resident takes a position within the organization, the above listed introductory
27 periods start. Should a nurse's introductory period be extended, monthly progress
28 meetings will be scheduled with the nurse, the Department ~~Director~~/Manager and the
29 nurse's assigned preceptor. It is understood that any time spent in a college preceptorship
30 program by a newly graduated nurse prior to obtaining RN will not count towards the
31 introductory periods listed above. Newly hired introductory period nurses shall not have
32 access to the grievance and/or arbitration provisions of this Agreement, for the purposes of
33 discipline or discharge.

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1 **10.4** All nurses shall endeavor to provide the Hospital with ~~eight (8) weeks and~~ no less
2 than four (4) weeks' prior written notice of resignation as a professional courtesy. This
3 notice requirement may be waived upon receipt of a request from the nurse to the Senior
4 Director Patient Care Services/CNO explaining emergency conditions which prevented the
5 timely notice.

6
7 **10.5** A regular nurse who feels they have been suspended, disciplined, or discharged
8 without proper cause may invoke her rights under Article 15, Grievance Procedure.

9
10 **10.6** Upon submission of intended resignation, a nurse shall be offered two (2)
11 exit interviews; one (1) with Human Resources, and the second (2nd) with Nursing
12 Services. It is the nurse's responsibility to schedule these interviews.

13
14 **10.7** Any nurse required to work by the Hospital more than every other weekend,
15 shall be paid at the rate of one and one-half (1-1/2) times the nurse's straight-time
16 hourly rate of pay, plus any applicable differential for any shift so worked. A weekend
17 shall be defined as follows; Saturday 7:00 a.m. through Sunday 7:00 p.m. for day
18 shifts; Friday 7:00 p.m. through Sunday 7:00 a.m. for night shifts; for nurses
19 designated as "float" for computation purposes of this provision it shall be based upon
20 the regularly assigned shift. This provision shall not be applicable to nurses classified
21 as casual. A nurse who elects to work consecutive weekends will not be paid the
22 premium described in this Section ~~where the nurse's voluntary election is expressed~~
23 ~~in writing and signed, prior to the weekend in question~~. Nurses who choose to no
24 longer work consecutive weekends will not have this provision applicable until the end
25 of two (2) schedule periods in order to accommodate the changing of schedules.

26
27 **10.8 Contract Nurses.**

28 **10.8.1** The parties agree that nursing staff employed by the Hospital provide the
29 desirable level of nursing care. The Hospital's basic policy shall be to use its
30 registered nursing staff to the exclusion of contract registered nurses from an
31 outside agency except in unavoidable situations; however, the decision to hire
32 contract nursing staff shall remain solely with the Hospital administration.

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1 **10.8.2** Contract nurses ~~may be used to supplement, shall be used, only as a~~
2 ~~supplement to and not in lieu of~~ Hospital registered nursing staff, ~~only due to any~~
3 ~~combination of vacant positions, personal leaves, vacations, and/or holidays to~~
4 ~~meet its staffing plan. The parties share a mutual goal of encouraging retention of~~
5 ~~permanent employees and reducing the Hospital's use of contract nurses.~~
6 ~~Notification of the utilization of contract nurses will be disseminated by the NSC~~
7 ~~department representatives and/or the NSC nursing chair.~~ Prior to utilizing a
8 ~~temporary~~ contract nurse, the Hospital shall take ~~all appropriate steps available to~~
9 cover ~~all a shift or partial shift~~ with qualified hospital ~~its own~~ nursing staff. These
10 shifts shall be communicated and posted by the Hospital as soon as possible. If all
11 shifts are not covered in full, the hospital reserves the right to utilize contract nurses
12 in accordance with Article 1. ~~Before making any use of a temporary nurse, the~~
13 ~~Hospital shall offer each shift or partial shift to the members of its own registered~~
14 ~~nursing staff who are qualified to perform the work. These offerings shall be made~~
15 ~~as soon as any scheduled opening is discovered by the Hospital and shall be~~
16 ~~immediately communicated to the qualified Hospital nursing staff.~~ A contract nurse
17 shall be required to have education, prior experience, state licensing, required
18 certifications and orientation necessary to function on the assigned unit in the
19 facility.

21 **10.8.3** The Hospital will attempt to avoid increased assignments of any of its
22 nursing staff to night, evening, holiday or weekend duty as a result of the use of
23 contract nurse personnel.

25 **10.8.4** The Hospital shall promptly take and maintain all necessary steps to
26 reduce and minimize reliance on contract registered nurses from outside agencies.
27 Any position filled by a contract nurse will remain posted until filled by a regular
28 benefited nurse, to include appropriate orientation time.

29 **10.8.5** The Hospital will provide regular reports at the Nurse Staffing Committee
30 on contract nurse utilization. The Hospital Nurse Staffing Committee will review
31 ~~actual~~ data and make recommendations for further reducing the utilization of
32 nurses from temporary agencies.

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10.9 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 an ~~ONA Steward nurse~~ representative if they so desire. The Hospital will try to forewarn any nurse of possible disciplinary action with at least a 24-hour notice, in order that the nurse may request such representation. The 24-hour notice will not be required in situations that administrative leave may be needed. 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 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 their her active and inactive~~ personnel files. Upon written request ~~from the employee~~, the ONA Labor Relations Representative may also inspect the contents of ~~both the active and inactive~~ personnel files.

10.10 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 other employment without prior written consent from the Senior Director Patient Care Services/CNO.

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

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1 introductory period but has worked less than one (1) year may request personal leave of
2 up to two (2) calendar weeks. Reasons for requesting personal leave may include
3 attendance at the annual ONA convention.

4
5 **11.4 Light Duty.** Due to the nature of work a nurse performs, it is understood that
6 nursing duties may not ~~don't~~ accommodate light duty work within the hospital unless
7 approved by CNO or designee and the Director of Human Resources or designee.

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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 may 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 one-hundred percent (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 twenty-thousand dollars (\$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 (1) nurse selected by the Association through an election by the nurses, according to bargaining unit bylaws. If there is a vacancy in this position, a member of the ONA Executive Committee or designee will sit on this sub-committee until filled.

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.

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~~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.~~

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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 Grand Ronde Hospital (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). 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%)).

Years of Service	Hospital Contribution	Hospital "Match" if employee contributes
0-9	2%	3%
10-20	3%	4%
21 +	3%	5%

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ARTICLE 15 – GRIEVANCE PROCEDURE

15.1 The purpose of this Article is to provide a method for settlement of grievances 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 or designee no later than within fourteen (14) calendar days of the alleged violation. 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, in writing, to the nurse's unit ~~director/~~manager. The unit ~~director/~~manager shall have 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 (2) nurses from one (1) single unit.

Step 2. Nurse, Association Representative and Assistant Chief Nursing Officer and Senior Director of Human Resources of Designee. If the matter is not resolved to the satisfaction of the nurse in Step 1 above, they may thereafter present the matter in writing to the Assistant Chief Nursing Officer within fourteen (14) calendar days of the Unit ~~Director/Manager's~~ or designee. The Assistant Chief Nursing Officer and Senior Director of Human Resources or Designee, shall then meet within fourteen (14) calendar days with the nurse and a representative of the Association to resolve the matter and shall reply in writing within fourteen (14) calendar days after said meeting. An Association grievance may be initiated at this step, provided it is signed by at least two (2) nurses from at least two (2) different units.

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**Step 3. Nurse, Association and Senior Director Patient Care Services/CNO
and Senior Director of Human Resources of Designee.**

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

15.2 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.

15.3 A grievance involving a termination shall be initiated in Step 2 of the grievance procedure. A grievance challenging such termination must be presented to the Hospital within fourteen (14) calendar days after the termination action has been initiated.

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 **Optional Mediation.** The Oregon Nurses Association and the Hospital may agree to use mediation in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance process and may be pursued concurrently with the filing, selection, and processing of an arbitration submission.

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2 ~~15.76~~ No nurse shall be paid by the Hospital for time spent in arbitration hearings unless
3 requested to appear on the Hospital's behalf. No nurse in the bargaining unit shall engage
4 in Association activities on Hospital time except as specifically provided for in the
5 provisions of this Agreement. Investigation of grievances or the representation of nurses
6 during disciplinary proceedings shall not be considered a violation of this Section. The
7 parties agree that pending the raising, process and settlement of a grievance during the
8 term of this Agreement, they shall abide by all provisions of Article 12. Nothing contained
9 in this provision shall prohibit the Association from raising and processing grievances of
10 alleged violations of this Agreement. Association grievances shall be initiated at Step 2 of
11 this procedure.

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12
13 ~~15.87~~ A grievance may be submitted for arbitration within fourteen (14) calendar days
14 after receipt of the Hospital's last answer in Step 3 of the grievance procedure or the date
15 on which such answer would otherwise be due. In the event the Association desires to
16 submit the dispute to arbitration, it shall then attempt to select with the Senior Director
17 Patient Care Services/CNO, or designee, an impartial arbitrator. After a timely request for
18 arbitration and a telephone conference, the parties shall have five (5) days to mutually
19 agree upon the selection of an arbitrator. If the parties are unable to agree, the Association
20 may request a panel of seven (7) arbitrators be provided from the Federal Mediation and
21 Conciliation Service. Thereafter, the parties, "by flip of the coin," shall determine who will
22 strike the first name. The sole name remaining will be appointed the arbitrator. The
23 arbitration proceedings will be conducted under the voluntary rules of the American
24 Arbitration Association.

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26 ~~15.98~~ Each party will bear the expense of its representatives, participants and witnesses
27 for the preparation of presentation of its own case. The fees and expenses of the
28 arbitrator, the hearing room and any other expenses incidental to the arbitration shall be
29 born equally by the parties.

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31 ~~15.109~~ The arbitrator shall have no authority to add to, subtract from, modify or change,
32 alter or ignore in any way, the provisions of this Agreement or any expressly written
33 amendments or supplements thereto, to extend its duration unless the parties expressly
34 agree, in writing, to give him specific authority to do so, or to make any award which has

1 this effect, with sole exception to Article 10, Section 12. The award of the arbitrator so
2 made shall be final and binding on the parties. The arbitrator shall arrive at their decision
3 solely upon the facts and contentions presented by the parties during the arbitration
4 proceedings. The arbitrator shall not consider any facts or contentions which were not
5 introduced by the Association/Hospital in the steps of the grievance procedure or prior to
6 the hearing. Should the Association become aware of new facts or contentions prior to the
7 arbitration hearing, the Association shall request the reopening of the grievance procedure
8 at the last step, and the parties shall meet to discuss any new facts/contentions. An
9 arbitrator shall not review more than one grievance on the same hearing date or series of
10 hearing dates except by agreement of the parties.

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12 ~~15.119~~ The grievance and/or arbitration provisions of this Agreement shall not be
13 available in cases involving the interpretation, application or violation of Article 12 of this
14 Agreement, with the sole exception of whether or not a nurse either participated or
15 engaged in any of the activities prescribed therein.

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16
17 ~~15.124~~ The award of the arbitrator shall be made no later than thirty (30) calendar days
18 from the date of the close of the hearing or receipt of the transcript and any post-hearing
19 briefs by the arbitrator unless otherwise agreed upon by the parties.

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20
21 ~~15.132~~ The grievance committee shall be composed of three (3) registered nurses
22 selected by members of the Association's bargaining unit, shall act as Association
23 representatives and shall be known as the grievance committee. The names of such
24 committee persons shall be certified in writing to the Hospital by the Association. The
25 grievance committee members may investigate and process grievances outside of the
26 investigator's working hours.

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27
28 ~~15.143~~ Except for a grievance concerning a termination or discipline, the arbitration
29 procedure stated in Section 7 of this Article shall not apply to grievances in process
30 beyond the expiration date of this Agreement if the grievance was filed less than ninety
31 (90) days before the expiration date.

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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 leaves of absence, shall not be considered breaks in continuous service.

16.1.2 A nurse who terminates and is rehired within one hundred-eighty (180) days of their termination shall be returned to their 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.

16.2 A nurse's seniority shall be broken, and their 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 while on leave of absence, without written authorization from the 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

17.1 Notice of all vacancies or newly created positions, including trial positions, for which a professional nurse is eligible shall be posted electronically, for a period of seven (7) consecutive days prior to the filling of the position. 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 manner as any other vacancy.

Unsuccessful applicants shall be notified in writing.

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

17.3 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 seven (7) day time period or if the nurse who does apply for a posted position within the 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. If a position is modified during the period in which the Hospital is seeking applicants. The Hospital must repost the position with the modified job requirements.

17.4 Employees requesting and receiving a transfer shall be placed on a thirty (30)-day trial service period regardless of any possible reasons for a break in consecutive days worked, which shall serve as a time for the hospital to evaluate the nurse's performance

1 on the job, as well as for the nurse to evaluate the new position. The trial service shall not
2 affect seniority. Should the nurse, for any reasons, be removed from the new position
3 within thirty (30) days, they shall be placed in the previous position prior to the transfer and
4 if applicable will resume the pertinent shift differential they previously had (night shift
5 differential 3-year requirement). A nurse who has successfully completed the thirty (30)
6 day trial to the new position may apply for another open position in the bargaining unit
7 without restriction.

8
9 Nurses who are successfully awarded a transfer position will be transitioned to the newly
10 awarded position as soon as possible. Nurses will not be required to work in their former
11 unit/position longer than two (2) full schedule periods without mutual agreement.

12
13 **17.5** Residency Program RNs may be granted up to two (2) positions during enrollment
14 within the residency program without enforcement of the hospital's policy regarding six (6)-
15 month limitation.

16
17 **17.6** Should the hospital be unable to fill a position, it may be necessary to
18 temporarily transfer employees into the position until such time as it is filled. These
19 transfers will be made for no more than fourteen (14) working days and shall be rotated in
20 the following order: volunteers, casuals and then beginning with the least senior nurse in
21 the unit. If a nurse is transferred at the request of the Hospital to either the night or evening
22 shift upon the third consecutive shift, they shall be compensated an additional \$1.00 per
23 hour plus any applicable shift differential.

24
25 **17.7** A nurse may apply to fill a temporary vacancy before a casual, temporary or
26 outside applicant is placed in the temporary opening. Once the original position has
27 been filled, the resulting temporary vacancy can also be filled according to the above
28 procedure. Further temporary positions will be filled without any restrictions. Following
29 closure of the temporary openings, the nurses will be returned to their ~~her~~ original
30 positions.

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

17.8.1 Medical/Surgical Department

17.8.2 Family Birthing Center

17.8.3 ICU/CCU/Float Pool

17.8.4 Surgical Services (OR, PACU, Surgi-Center)

17.8.5 Emergency Department

17.8.6 Home Care Services

17.8.7 Infusion/Oncology Services

17.8.8 Interventional Pain Management

A nurse's primary patient care unit shall be defined as that unit listed above in which the nurse holds their primary position.

For purposes of job bidding and layoffs, the OR/~~Recovery Room~~ unit and the Surgi-Center/Recovery Units shall be considered separate departments.

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Article 18 - LAYOFF

18.1 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.

18.2 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.

18.2.2 Volunteers within the affected patient care area.

18.2.3 Temporary nurses within the affected patient care area.

18.2.4 Part-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.

18.3

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 their remaining hours.

18.3.2 In the event a nurse bumps from one patient care unit to another, they will only be permitted to do so once. A nurse will have seventy-two (72) hours to decide if they wish 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, they will only be entitled to recall in 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

1 above in another patient care unit. Any less senior nurse affected in this situation
2 may also have bumping rights under this section.

3
4 **18.3.3** The establishment of criteria to permit bumping between patient care
5 units shall be vested with management, consistent with the unit competency
6 checklist. Management shall be the sole judge of a nurse's qualifications to bump.
7 However, management shall not exercise this prerogative in an arbitrary and
8 capricious manner. Nurses affected by a layoff who exercise bumping rights will
9 receive no less orientation for another position than orientation normally offered to a
10 new hire to that position.

11 **18.3.4** Nurses who are laid off will be given fourteen (14) calendar days' notice
12 of layoff or, will receive pay in lieu of notice for all scheduled days in that fourteen
13 (14) day period.

14
15 **18.3.5** Nursing administration shall have up to ninety (90) calendar days to
16 evaluate the work performance of a nurse who bumped into a new unit. If the
17 nurse's work performance is unsatisfactory, the nurse may be laid off and the
18 displaced nurse recalled.

19
20 **18.3.6** Nurses who are laid off shall be on a recall list for twelve (12) months
21 from the date of layoff.

22
23 **18.3.7** Recall from layoff will be made in the reverse order of the reduction. If a
24 nurse's original position is reinstated, the displaced nurse has first preference in
25 reclaiming the position.

26
27 **18.3.8** Outside applicants or contracted nurses shall not be employed for a
28 posted permanent or temporary vacancy in a nursing department if there is a nurse
29 on the recall list to fill the vacancy after the usual orientation period.

30
31 **18.3.9** If a laid off nurse is passed over in recall because of position
32 disqualification, the nurse retains recall rights for future positions.

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.

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

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

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19.1 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/OC 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 (~~Article 18, Section 16.8~~) will apply in meeting the needed reduction.

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19.2 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 ~~Non bargaining unit nurses (House Supervisors), Premium Pay Shifts (including casuals who are working holidays)~~

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19.2.2 Any Overtime Shifts ~~(including casuals working a holiday)~~

19.2.3 Short Notice Shifts ~~Volunteers on a given shift.~~

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19.2.4 Extra Shift Bonus ~~Casuals on a given shift.~~

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19.2.5 Volunteers on a given Shift ~~Part time or full time nurses working an extra shift above their assigned FTE.~~

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19.2.6 Casuals on a given shift

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

19.3 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, 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 Hospital will make an effort to post staffing sheets on each nursing unit at least thirty (30) minutes before the applicable shift. ~~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-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 direct manager or house supervisor within the first four (4) hours of the lost work shift.

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19.3.1 ~~Hours outside of FTE do not count towards the HCOC rotation. Nurses may work extra shifts per pay period without those hours counting towards the nurse's rotation for house convenience or on-call status.~~

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19.3.2 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.

19.3.3 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 and maintaining 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. 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

1 appropriate work on another unit (including orientation). For purposes~~ed~~ of ~~HCOC~~
2 ~~rotation bumping~~, qualified nurses may ~~replace bump~~ regularly scheduled staff
3 according to the ~~HCOC bump~~ rotation defined in Article 19.2, notwithstanding any
4 other provision of this Agreement.

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5
6 **19.5** The order for determining HC assignment according to Article 19.2.1 through 19.2.5
7 will be followed.

ARTICLE 20 – SEPARABILITY

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

ARTICLE 21 – SUCCESSORS

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

ARTICLE 22 – JURY/WITNESS DUTY

15 Nurses who are required to serve on a jury or as a witness in a court or administrative
16 proceeding under a court directive or subpoena will be permitted the necessary time off to
17 perform such service and will be paid the regular rate of pay for the scheduled work time
18 missed for jury/witness duty providing that the nurse has made arrangements, confirmed
19 in writing, with the nurse's supervisor in advance of jury/witness service. This benefit will
20 be extended only to nurses who are required to perform such service, not to nurses who
21 volunteer; this benefit will be limited to a maximum of twenty-one (21) working days per
22 calendar year. This provision shall not apply to any proceeding where the nurse is
23 appearing as a party or witness averse to the Hospital.

25 The nurse must furnish a signed statement from a responsible officer of the tribunal as
26 proof of jury service. When a nurse is on jury or witness service, for purpose of rates of
27 pay the nurse shall be assumed to have worked the day shift Monday through Friday.

29 A nurse must report for work if jury service ends on any day in time to permit at least four
30 (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.

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ARTICLE 23 – 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

24.1 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.

24.2 This Agreement shall be effective on ratification, except as otherwise noted. It shall be renewed automatically in its present form another one (1) year beyond April 30, ~~2027~~ ~~2025~~ unless one party gives written notice to the other at least ninety (90) days before its expiration date of April 30, ~~2027~~ ~~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

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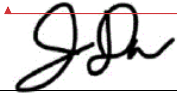
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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of May 1, 2025~~3~~ through April 30, 2027~~5~~.

GRANDE RONDE HOSPITAL

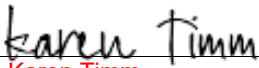
OREGON NURSES ASSOCIATION




~~Jeremy Davis~~
~~President/CEO~~



~~Rhonda Kenny~~
~~ONA Labor Representative~~



~~Karen Timm~~
~~GRH Representative~~



~~Chrissy Doud~~
~~ONA Representative~~



~~Nate Wadsworth~~
~~GRH Representative~~



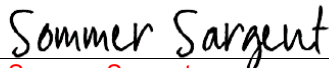
~~Sarah Hancock~~
~~ONA Representative~~



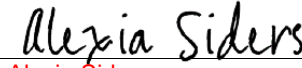
~~April Brock~~
~~GRH Representative~~



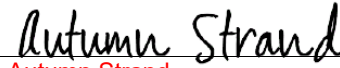
~~Teri Lewis~~
~~ONA Representative~~



~~Sommer Sargent~~
~~GRH Representative~~



~~Alexia Siders~~
~~ONA Representative~~



~~Autumn Strand~~
~~ONA Representative~~



Heather Cunningham
ONA Representative

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APPENDIX A

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 ~~5/1/2023~~, ~~See attached scale~~ 5/1/2025 - 5%

Effective the first full pay period after ~~5/1/2024~~ 11/1/2025 – 3.5% Increase.

Effective the first full pay period after 5/1/2026 3.5%

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Steps	5/1/2023	% Increase	5/1/2024	% Increase
1	\$39.34	9.50%	\$40.72	3.50%
2	\$40.46	9.50%	\$41.88	3.50%
3	\$43.14	8.50%	\$44.65	3.50%
4	\$44.30	8.50%	\$45.85	3.50%
5	\$45.36	8.50%	\$46.95	3.50%
6	\$46.90	8.50%	\$48.55	3.50%
7	\$47.12	9.00%	\$48.77	3.50%
8	\$48.61	8.5%	\$50.31	3.50%
9	\$48.83	9.00%	\$50.54	3.50%
10	\$50.55	8.50%	\$52.32	3.50%
11	\$50.78	9.00%	\$52.56	3.50%
12	\$52.39	8.50%	\$54.23	3.50%
13	\$52.64	9.00%	\$54.48	3.50%
14	\$54.03	8.50%	\$55.92	3.50%
15	\$54.28	9.00%	\$56.18	3.50%
16	\$55.57	8.50%	\$57.52	3.50%
17	\$55.83	9.00%	\$57.78	3.50%
18	\$57.29	8.50%	\$59.29	3.50%
19	\$57.55	9.00%	\$59.57	3.50%
20	\$59.02	8.50%	\$61.09	3.50%
21	\$59.30	9.00%	\$61.37	3.50%
22	\$60.78	8.50%	\$62.91	3.50%
23	\$61.06	9.00%	\$63.20	3.50%
24	\$62.63	8.50%	\$64.82	3.50%
25	\$62.91	9.00%	\$65.12	3.50%
26	\$63.87	8.50%	\$66.11	3.50%
27	\$64.02	8.75%	\$66.26	3.50%
28	\$64.17	9.00%	\$66.41	3.50%
29	\$64.32	9.25%	\$66.57	3.50%
30	\$66.70	11.07%	\$69.03	3.50%

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RN Wages		current	5%	3.50%	3.50%
Step	DATE	5/1/24	5/1/2025	11/1/2025	5/1/2026
1		\$40.72	\$42.76	\$44.25	45.80
2		\$41.88	\$43.97	\$45.51	47.11
3		\$44.65	\$46.88	\$48.52	50.22
4		\$45.85	\$48.14	\$49.83	51.57
5		\$46.95	\$49.30	\$51.02	52.81
6		\$48.55	\$50.98	\$52.76	54.61
7		\$48.77	\$51.21	\$53.00	54.86
8		\$50.31	\$52.83	\$54.67	56.59
9		\$50.54	\$53.07	\$54.92	56.85
10		\$52.32	\$54.94	\$56.86	58.85
11		\$52.56	\$55.19	\$57.12	59.12
12		\$54.23	\$56.94	\$58.93	61.00
13		\$54.48	\$57.20	\$59.21	61.28
14		\$55.92	\$58.72	\$60.77	62.90
15		\$56.18	\$58.99	\$61.05	63.19
16		\$57.52	\$60.40	\$62.51	64.70
17		\$57.78	\$60.67	\$62.79	64.99
18		\$59.29	\$62.25	\$64.43	66.69
19		\$59.57	\$62.55	\$64.74	67.00
20		\$61.09	\$64.14	\$66.39	68.71
21		\$61.37	\$64.44	\$66.69	69.03
22		\$62.91	\$66.06	\$68.37	70.76
23		\$63.20	\$66.36	\$68.68	71.09
24		\$64.82	\$68.06	\$70.44	72.91
25		\$65.12	\$68.38	\$70.77	73.25
26		\$66.11	\$69.42	\$71.85	74.36
27		\$66.26	\$69.57	\$72.01	74.53
28		\$66.41	\$69.73	\$72.17	74.70
29		\$66.57	\$69.90	\$72.34	74.88
30		\$69.03	\$72.48	\$75.02	77.64

Differential	Rate
Night differential**	\$5.00 per hour for nurses in first 3 years of nights at GRH \$7.00 per hour for nurses after 3 consecutive years at GRH.
Charge differential	5% of the nurse's regular rate of pay
Weekend differential	\$1.75 \$2.50 per hour
Preceptor differential	\$2.00 \$2.50 per hour
On-Call differential	\$6.00 \$6.50 per hour, \$6.50 \$7.00 on holidays
Surgical Services/HH Standby Differential	\$8.00 \$8.50 per hour, \$8.50 \$9.00 on holidays
Certification differential	\$1.25 per hour for any ANA or nationally recognized certifications up to two certifications that pertains to units currently working
House Supervisor	\$7 per hour for hours worked at HS
Trauma	\$7 per hour all hours worked
RNFA	10% 15% for all hours worked

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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.

2. The one-dollar and twenty five cents (\$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~~;

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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.

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3. 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 one thousand-one hundred (1,100) hours since the nurse's prior anniversary date, the nurse will advance to the next increment upon completion of one thousand-one hundred (1,100) compensable hours.

4. If a nurse is placed on-call and is called back to work from on-call status after the start of their scheduled shift they shall receive one and one-half (1 ½) the applicable rate of pay for hours worked with a two-hour minimum unless waived by the nurse. If a nurse placed on call is called back to work from on-call status 30 minutes or more before the start of their scheduled shift, they shall receive receive straight time for for the hours worked. ~~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, 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 shift the nurse shall receive straight time pay for the amount of the scheduled shift.~~ This does not apply to orientation shifts requested on call hours. Any Surgical Services or Home Health 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 Home Care Services~~ Standby Differential.

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5. 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.

B. The determination of relevant nursing experience at time of hire shall be up to nursing management and Human Resources. Any challenge of this determination must be made within the introductory period of the nurse.

6. 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.

7. **Weekend Differential.** Any nurse who works on a weekend shall receive two dollars and fifty cents (\$2.50) ~~one dollar and seventy five cents (\$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.

8. **Nurse ~~Preceptor Mentor~~ Pay.** The Hospital shall pay a differential of two dollars and fifty cents (\$2.50) ~~two dollars (\$2.00)~~ per hour to any nurse who is chosen and consents to serve as a nurse preceptor mentor as defined in Article ~~10.2.8~~ and has completed an approved nurse preceptor mentor training as determined by the Hospital. The differential shall only be paid for actual preceptor mentor hours and will be paid only to the assigned nurse preceptor mentor, which may be changed from shift-to-shift depending on availability of the primary nurse preceptor mentor. A nurse preceptor mentor will be responsible for precepting mentoring only one nurse at a time.

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1 **9. Short-Notice Shift.** Full time, part time, and casual nurses who agree to work
2 previously unscheduled hours, with less than seventy-two (72) hours' notice shall
3 be paid ~~twenty-five dollars (\$25.00)~~, ~~twenty dollars (\$20.00)~~ per hour rate for all
4 extra hours worked, regardless of the total number of hours worked in the work
5 week or workday. The Short-Notice Shift ~~Premium~~ is available only for those
6 shifts that are open as a result of a call off for illness, injury, bereavement leave
7 or jury duty (for any days the nurse did not have advance notice) or because of
8 increased patient census within the last seventy-two (72) hours and
9 implementation of new services. This Short Notice Shift ~~Premium~~ may not be
10 utilized at any time for schedule holes related to preplanned leave such as
11 vacation and/or scheduled surgical leaves. Casual RNs shall not be able to earn
12 ~~utilize~~ Short-Notice Shift ~~Premium~~ until they have met their minimum hourly
13 requirements for the three (3) or six (6) months, these start over every January 1
14 and July 1 of each calendar year. An employee shall be entitled to time and one
15 half (1 ½) the nurse's rate of pay in addition to the short notice shift extra-
16 premium when the employee is eligible for overtime under Section 8.3.1 of the
17 Collective Bargaining Agreement or related addendums. Nurses who are placed
18 on-call shall not ~~also~~ be eligible for the Short Notice Shift ~~Premium~~ while on call,
19 but will be paid Short Notice Shift ~~Premium~~ pay if called back to work. Nurses will
20 have the option to decline call. For time frames needed beyond seventy-two (72)
21 hours on short notice will be evaluated by the unit manager and CNO during
22 business hours and may not be offered by the house supervisor.

23
24 **10. Extra Shift Bonus.** Nurses who own a full or part-time FTE and pick up shifts
25 beyond their scheduled FTE shifts once shifts within three (3) months of the
26 schedule finalized will be incentivized with an Extra Shift Bonus of ten dollars
27 (\$10.00) per hour worked.

28
29 ~~11. There shall be no pyramiding of premium rates, such as working overtime on a~~
30 ~~holiday.~~

31
32 ~~12.~~**11. Float Nurse Differential.** Nurses shall be paid an additional differential of
33 one dollar and fifty cents (\$1.50) for each unit the nurse is oriented to within the
34 bargaining unit outside of their home department and has a competency

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completed as a "Primary". One dollar (\$1.00) for each unit that the nurse is oriented within the bargaining unit and has a competency completed as a "Second" (fifty cents) \$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 (1st) 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.~~

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~~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 one dollar and fifty cents (\$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 ~~replace bump~~ regularly scheduled staff in any unit according to the ~~HCOC bump~~ rotation defined in Article 19.2. At all times the department will be staffed appropriately per the staffing guidelines.

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APPENDIX B – Home Care Services

1. This agreement shall cover the nurses assigned to Home Care Services. 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 one and a half (1-1/2) times the nurse's regular rate of pay.
5. For nurses assigned to the ten (10)-hour shifts, ~~Paid Time Off earned leave~~ and extended illness hours must be taken in ten (10)-hour blocks. A "day" of ~~Paid Time Off earned leave~~ or extended illness hours for these nurses requires the usage of ten (10) hours of the nurse's accrued ~~Paid Time Off earned leave~~ or extended illness hours.

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

4
5 7. Time spent traveling to and from patient visits shall be considered time worked
6 and shall be paid at the applicable rate of pay. Travel between home and a
7 patient visit shall be paid during weekend call time. During the regular workweek,
8 time worked for travel between home and a patient visit will be paid in the same
9 manner as mileage reimbursement provided in Paragraph 9(A) below.

10
11 Time spent consulting with patients on the telephone while on-call or on a
12 scheduled shift, shall be considered time worked and shall be compensated at
13 the appropriate rate of pay. Nurses shall track total accumulated minutes in a pay
14 period spent in such phone time and shall be paid based off actual time worked.
15 The cost of business-related telephone calls made by nurses will be reimbursed
16 by the Hospital. The Hospital shall continue its current practice of providing
17 cellular phones to the nurses for business related use.

18
19 8. The Hospital commits to maintain a minimum of ~~one (1) two (2)~~ vehicles available
20 for use by Home Care Services nurses.

21
22 9. **Mileage Reimbursement.** The Hospital shall reimburse nurses for private car
23 mileage incurred while on hospital business at the IRS designated rate. The
24 following also applies:

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

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

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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 (\$200) and the mistake is discovered within two (2) 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 (15) 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 (15)-day time frame. If the nurse fails to respond within fifteen (15) 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,~~

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Appendix D

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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 scheduling).

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

1 acceptance of a secondary job class, declare which position shall be considered
2 the nurse's primary job class. This declaration shall determine the applicable EL
3 accrual rate and pay benefit the nurse shall receive, and application of #7 below.

- 4
5 **6. HCOC Rotation.** For the purposes of the application of Article ~~19.2, 46-10.6~~, only
6 the assigned FTE hours in a bargaining unit position shall be counted.

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

11 **A. Primary position in the bargaining unit:**

12 The nurse may utilize the grievance procedure as outlined by contract,
13 which shall be applied to ~~bargaining unit positions both primary and~~
14 ~~secondary job classes.~~

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15
16 **B. Primary position not in the bargaining unit:**

- 17 **1)** If the incident which is the subject of the grievance arises from the
18 nurse's bargaining unit position, the contract grievance procedure
19 shall control.
20
21 **2)** If the incident which is the subject of a grievance arises from the
22 nurse's non-bargaining unit position, hospital policy controls and the
23 contract grievance process is not applied.

24
25 Incidents resulting in progressive discipline originating from a non-ONA
26 bargaining unit position shall not be utilized as the basis for further progressive
27 discipline for a bargaining unit position, unless the Hospital can affirmatively
28 demonstrate that such disciplinary action would have withstood any challenge
29 through the grievance process had the nurse been represented by the
30 Association. Discipline arising within the bargaining unit may be utilized in the
31 discipline or termination of a nurse regarding the nurse's non-bargaining unit
32 position. Single stand-alone incidents that result in termination from all GRH
33 employment (not discipline based upon prior work performance or discipline)
34 shall be subject to the contractual grievance and arbitration procedure to the

1 extent it has an effect on employment in the bargaining unit position, regardless
2 of whether the incident giving rise to the discharge originates from a bargaining
3 or non-bargaining unit position.

4
5 ~~8. **Consecutive Weekend Premium Pay.** For nurses whose primary position is in~~
6 ~~the bargaining unit, shifts worked both in and out of the bargaining unit shall count~~
7 ~~toward consecutive weekend pay.~~

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8
9 **9-8.** The provisions of Article 23 shall be applied to a nurse even while working in
10 a non-bargaining unit position.

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11
12 **10-9. General Policies.** Health and welfare, bereavement leave, jury duty, and
13 court witness benefits shall be based upon regularly scheduled position hours
14 and continue to be applied to and coordinated between all of an employee's
15 scheduled GRH hours.

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16
17 **14-10. Work Schedules/Floating.** Although there may be coordination of
18 scheduling between bargaining and non-bargaining unit positions for the posted
19 work schedules, bargaining unit position scheduling shall be governed
20 exclusively by the contract. Next day off rest provisions as specified by contract
21 shall be applicable to all GRH hours.

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22
23 **12-11. Supervisory Nurses.** Nurses may not hold a position in the bargaining unit
24 if they simultaneously hold a supervisory GRH position. This provision shall not
25 prevent bargaining unit nurses from performing fill-in supervisory work,
26 however, the status of such bargaining unit nurses shall not be challenged by
27 GRH. Supervisory Nurses, who are oriented to individual departments and are
28 able to fulfill the staffing competencies are able to perform fill-in work when no
29 other bargaining unit nurse volunteer, once the schedule is finalized the shift will
30 belong to the supervisory nurse. This also applies to ONA nurses who meet
31 competencies and fulfill a house supervisor shift.

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1 **12. Bargaining/Non-Bargaining Unit Hybrid Positions.** Bargaining unit positions,
2 as defined by contract, shall be posted and awarded separately from non-
3 bargaining unit positions.

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5 **13. Unpaid LOA.** A scheduled unpaid absence from a bargaining unit position shall
6 be considered a "leave of absence" for purposes of return rights following the
7 absence, even though the nurse may continue to work in the non-bargaining
8 unit position.

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9
10 **14. Roster.** The Hospital shall note on the monthly list of all bargaining unit nurses,
11 those nurses holding secondary jobs under this Agreement. This list shall note
12 the nurse's name, primary and secondary job titles and regularly scheduled
13 hours (or casual status) and date that the secondary job was initiated.

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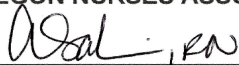
14 **15.0.**

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OREGON NURSES ASSOCIATION



Ateusa Salemi, Labor Representative

June 24, 2019

Date:

GRANDE RONDE HOSPITAL



Jeremy Davis, President/CEO

6/24/19

Date:

1 Letter of Agreement
2 Adding Interventional Pain Management to the Union
3
4 Upon ratification of the May 1, 2025 – April 30, 2027, contract, the current Pain Management
5 Nurses will be added to the contract in their current positions. All future openings will follow the
6 contract Article 17.1.
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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: _____

Mailing
Address: _____

Cell Phone: _____ Work Phone: _____

Email: _____

Unit: _____ Shift: _____