AGREEMENT

Between

OREGON NURSES ASSOCIATION

and

LAKEVIEW GARDENS, LLC

Lakeview, Oregon

July 1, 2019 through June 30, 2022
PROFESSIONAL AGREEMENT

This professional agreement, entered into between Lakeview Gardens, LLC, a long-term care facility, currently located at 700 South J Street, Lakeview, Oregon, hereinafter referred to as "Gardens," and Oregon Nurses Association, hereinafter referred to as "Association," or "ONA."

WITNESSETH

The intention of this Agreement is to formalize a mutually agreed upon and understandable working relationship between Gardens and the ONA, which relationship 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, Gardens and Association do hereby agree as follows:

ARTICLE 1. RECOGNITION AND MEMBERSHIP

1.1 Gardens recognizes the Association as the exclusive bargaining representative with respect to all conditions of employment for all professional Registered Nurses employed by Gardens, except those Registered Nurses in supervisory or confidential positions.

1.2 Gardens agrees to provide each newly-hired Nurse with a copy of this Agreement and a one page document provided by the Association that lists the name and contact information for the ONA representative and bargaining unit representative. Gardens also agrees to call this Article to the attention of all newly hired Nurses at the time of hiring and to explain the requirements. The cost of copies of this Agreement shall be borne equally by the Association and Gardens, which shall be provided with as many copies as requested.
1.3 All Nurses who are currently members of the Association must remain members of the Association as a condition of employment at Gardens. Nurses hired shall either become members of the Association or pay a "fair share" fee to the Association, as a condition of employment at the Gardens within 31 days after employment in the unit.

1.4 In order to safeguard the rights of non-Association Nurses as the result of their membership in a religious body which holds bona-fide teaching or tenet contrary to Association membership, then such Nurse may make payment in lieu of the Association's regular membership dues and fees to non-profit, non-religious charities.

Payments are to be made on a regular monthly basis or in advance, and receipts sent to the Association. To be eligible for the religious exemption explained above, Nurse must provide a letter to the Association, signed by a leader of the church or religious body to which the Nurse belongs stating: "Contributions to organizations such as the Association are in conflict with tenets or teachings of the church or religious body to which the Nurse belongs."

1.5 Gardens will deduct Association membership dues or fair share from the salary of affected Nurses when the Association submits appropriate written authorization to Gardens setting forth the type of deduction and amount. The deduction shall be made monthly and remitted to the Association. The performance of this service is at no cost to the Association.

1.6 Within 30 days after this Agreement becomes effective and annually thereafter on request by the Association, the Association and the bargaining unit chairperson will be given a master list of all Nurses currently employed by Gardens in an electronic format that can be emailed. The list will include the name, address, and the home and/or cell telephone number unless unpublished, of the Nurse. Beginning with the first month after the master list is provided, and each
month thereafter, Gardens will provide the Association, sent to ONA Membership Services, the ONA Labor Representative, and to the bargaining unit chairperson a list containing the name, address, and the telephone number, unless unpublished, of any newly hired, terminated or retired NurseRN.

ARTICLE 2. EQUALITY OF EMPLOYMENT OPPORTUNITY

2.1 The parties agree that age, sex, race, creed, religion, marital status, sexual preference and disability status (providing reasonable accommodation without undue hardship can be made) shall not be considered in hiring, placement, promotion, salary determination or other terms of employment of Nurses employed in job classifications covered by this Agreement.

2.2 There shall be no discrimination by Gardens against any Nurse on account of membership in or lawful activity on behalf of the Association, provided that it does not interfere with normal Gardens routine, or her/his duties or those of other Gardens employees.

2.22.3 The Hospital and the Association agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to a healthy work environment, a culture of safety and to the excellent provision of patient care. Behaviors that undermine such mutual respect, including abusive or “bullying” language or behavior, are unacceptable and will not be tolerated. To this end, Gardens shall create and implement a policy which establishes guidelines for reporting, investigating, and addressing bullying behavior within one year of ratification of this Agreement.

2.32.4 All Nurses are to report any suspected discrimination, including any harassment of a Nurse in contravention to this Article, to Gardens management immediately.

ARTICLE 3. DEFINITIONS
3.1 **Full-Time Nurse** – Any Nurse who is regularly scheduled thirty six (36) or more hours per week and who works that schedule consistently throughout the twelve (12) month period.

3.2 **Part-time Nurse** – Any Nurse who is regularly scheduled twenty (20) hours up to and including 35 hours per week, and who works that schedule consistently throughout the twelve (12) month period.

3.3 **PRN Nurse** – A Nurse employed to be scheduled on an intermittent basis as needed. PRN Nurses are expected to provide written notice of availability (or unavailability) at least ten (10) days prior to the posting date for each schedule period. PRN Nurses shall not be scheduled when full or part time Nurses are available to be scheduled without creating an overtime situation.

   All PRN Nurses will be scheduled after full-time and part-time Nurses, without creating an overtime situation, to cover available shifts prior to contact with any non-Gardens employee or agency.

   If a PRN Nurse has not been available for any work as needed or has not met the work requirements for a period of three months, Gardens may terminate that Nurse's employment status with Gardens. The only exception would be if Gardens does not have this number of shifts available.

**PRN 1 Nurses** – Minimum work availability requirement for shifts where Gardens has needs, for an average rolling three (3) month cycle:

1. 54 hours per four (4) week schedule
2. 24 hours weekend per four (4) week schedule
3. One (1) holiday shift per calendar year

**PRN 2 Nurses** – Minimum work availability requirement for shifts where Gardens has needs, for an average rolling three (3) month cycle:

1. Five (5) hours on a weekend per three (3) month cycle
2. One (1) holiday shift per calendar year
**PRN 3 Retired Nurses Program** - Any Nurse covered under this Agreement who has recently retired (within the previous six (6) months or is eligible to retire from service with the Hospital, who has reached age fifty-five (55), and who has a total of ten (10) years of nursing experience, at least five (5) of which have been in the employ of Gardensthe Hospital, may apply or maintain employment as a PRN 3 employee. All provisions of this Agreement will continue to apply to these employees except the Nurses are not subject to the Grievance Procedures.

The decision to hire into this program is at the sole discretion of Gardensthe Hospital and no manager shall be compelled to hire a Nurse into this program.

Requirements: PRN 3 Nurses must maintain all appropriate licenses, certifications and mandatory education requirements, and work at least the minimum number of hours required to meet State Nursing Licensure.

**Hours of Work:** PRN 3 Nurses have no regular schedule or shift.

**Wages:** Nurses in this Program shall be paid at the grade and step they held when they officially retired.

3.4 On-call status is when a Nurse is scheduled to be available so she/he can return to work within 30 minutes. Nurses required to be on-call who live more than fifteen (15) minutes from Gardensthe Hospital shall be provided accommodations upon request to ensure they can return to work within 30 minutes. Nurses shall receive a minimum of two (2) hours of pay at time and a half any time they are called in when they are on call.

A. **Regular Call.** Regular call is call in a Nurse's position statement or call for which a Nurse agrees or volunteers to work and for which the Nurse is scheduled by Gardens. Any Nurse may volunteer or agree upon request to have regular call added to his/her position statement.

B. **Mandated Call.** Call which a Nurse is required to take without right of refusal, which is not required by the Nurse's position statement, to which the Nurse does not agree, and for which the Nurse does not volunteer.
Before mandated call is instituted, Gardens will make the following good faith attempts:

1. Contacting as many Nurses as possible to agree voluntarily to cover the needed shifts.

2. Using agency or contract Nurses to fill the needed shifts.

When used, mandated call will follow this protocol:

a. Exclude Nurses out on approved and scheduled PTO or LTB.

b. Avoid assigning additional call to Nurses who are already taking multiple shifts of call in that pay period.

c. Mandated call shall be limited to one shift per Nurse per pay period.

C. Mandatory or Voluntary (Low Census) Call-Off. Call results from low census call-off (see Appendix B). Paid at regular call rate in A.4.

D. On Call – No Coverage (Management Call). On Call-No coverage means phone response, available within 15 minutes, and no expectation of coming in.

3.5 Preceptor – As designated by nursing management, a Nurse who teaches and mentors another Nurse, including a nursing student, in Gardens, when the Nurse is new to this facility or new to a department or does not have that skill set. This includes general orientation.

The assigned preceptor will complete all appropriate paperwork for the preceptor assignment. This would not include student observation or high school student shadowing. Only one NurseRN may receive preceptor pay on the same student at the same time.
3.6 **Differentials:** If Nurses are scheduled for eight (8) hour shifts, evening and night differentials will apply. If Nurses are scheduled for twelve hour (12) day shifts, no differential will apply for the first eight (8) hours and evening shift differential will apply for the last four (4) hours. For Nurses working twelve (12) hour night shifts, the night shift differential will apply for the full twelve (12) hours.

3.7 **Traveler (Agency) Nurse** – A Nurse hired for a limited time to help resolve a staffing shortage. Such Nurses are not in the bargaining unit.

**ARTICLE 4. PAID TIME OFF / LONG TERM BANK / WELLNESS PAY**

4.1 The purpose of paid time off (PTO) is to permit Nurses to combine vacation (previously 10-22 days), holiday (previously 7 days), and personal (previously 2 days) time off to allow Nurses more flexibility in planning and using paid time off. (Additionally, 2 more personal days and 4 sick days are included in the PTO accrual.) All full-time and part-time Nurses shall be granted PTO annually as follows:

A. During the first five (5) years of employment, PTO shall accrue at the rate of 0.106 hours for every 1 hour worked to a maximum of 200 hours in any calendar year.

B. After the fifth year of employment, PTO shall accrue at the rate of 0.131 hours for every 1 hour worked to a maximum of 240 hours in any calendar year.

C. After the tenth year of employment, PTO shall accrue at the rate of 0.156 hours for every 1 hour worked to a maximum of 280 hours in any calendar year.

D. After the fifteenth year of employment, PTO shall accrue at the rate of 0.161 hours for every 1 hour worked to a maximum of 288 hours in any calendar year.
E. After the twentieth year of employment, PTO shall accrue at the rate of 0.166 hours for every 1 hour worked to a maximum of 296 hours in any calendar year.

4.2 In cases of illness for self, child, or family member as specified by FMLA and/or OFLA, a Nurse must use accrued PTO and LTB time for scheduled time off. A Nurse who becomes ill or requires time off to care for his/her ill child, or a family member with a serious health condition, will take PTO for the first twenty-four (24) hours absence from scheduled work days and then commencing with the twenty-fifth (25th) hour on a scheduled day will access LTB Long Term Bank hours for his/her hours 7 I scheduled at the Nurse’s regular rate of pay, including appropriate shift differential, for each day of absence from work because of illness commencing with the twenty-fifth (25th) hour of each illness, subject to the following conditions:

A. Full and part-time Nurses accrue paid sick leave as follows:

1. During the first five (5) years of employment, sick leave shall accrue at the rate of 0.051 hours for every one (1) hour worked to a maximum of 96 hours in any calendar year.

2. After the fifth year of employment, sick leave shall accrue at the rate of 0.052 hours for every one (1) hour worked to a maximum of 96 hours in any calendar year.

3. After the tenth year of employment, sick leave shall accrue at the rate of 0.053 hours for every one (1) hour worked to a maximum of 96 hours in any calendar year.

4. After the fifteenth year of employment, sick leave shall accrue at the rate of 0.054 hours for every one (1) hour worked to a maximum of 96 hours in any calendar year.
B. Of the calculations at 4.2 (a) above, 1/3 of the accrued time is part of the rate set out at 4.1 regarding the Nurse's PTO bank and 2/3 comprises the Nurse's LTB.

C. If a Nurse transfers to other employment in Gardens, in a job classification not covered by this Agreement without a break in continuity of employment by Gardens, s/he will retain for use, sick leave hours accumulated under this Agreement at the time of transfer.

D. A Nurse's LTB will be capped at 960 hours. There shall be no cash-out of accumulated unused LTB upon a Nurse's termination.

4.3 A full or part-time Nurse may elect, in lieu of receiving payment for overtime or premium pay, to deposit some or all of the premium hours into a compensatory time bank, up to a maximum rolling cap of forty-eight (48) hours. Nurses may use available compensatory hours for low census call-off, or may choose to have some or all of this bank paid out no more than once per calendar year.

4.4 PTO will be computed and paid out at the Nurse's regular hourly rate of pay including certification differentials. Gardens shall make a reasonable effort to accommodate PTO requests.

4.5 PTO may be carried over from one year to the next with the approval of the Gardens Administrator/CEO, which shall not be unreasonably denied. Carry-over may not exceed the combined total of two years of PTO. Nurses with excess computed PTO over the combined two year accrual may, with the approval of Gardens management, receive cash payment for excess hours of PTO time which had been requested more than two times but denied by Gardens Administration.

4.6 Accumulated PTO for one (1) year may be taken consecutively.
4.7 PTO credit shall begin accumulating from a Nurse’s most recent date of hire. A newly employed Nurse shall be eligible to take accumulated PTO only after the first 500 hours of employment. Should a newly employed Nurse terminate employment before his or her six month anniversary date, the Nurse shall not be eligible for any PTO accumulation.

4.8 A full or part-time Nurse who has worked for Gardens for six months shall be paid for all accrued unused PTO if s/he changes status to PRN.

4.9 Computed unused PTO will never be paid out at termination, except as provided in Article 6.2.

4.10 The following seven (7) holidays are recognized: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, December 24 and December 25. Nurses working these recognized holidays will be paid time and one-half their regular rate of pay.

Accrued PTO will be used by Nurses who would otherwise be scheduled in a department which normally closes during one of the recognized holidays, unless on call or otherwise authorized by a Nurse Manager.

4.11 Each RN Nurse will indicate a preference by selecting three of the following days s/he would prefer to work. The selections would be from: Thanksgiving Day, December 24, December 25, New Year’s Eve, and New Year’s Day, Memorial Day, Fourth of July, Labor Day Weekend (Fri-Mon, each day considered a separate preference day). The supervisor will then use the preference list in an attempt to grant two preferred days off. In the event it is not possible to grant preferences, seniority and the holidays granted the previous year will be considered to determine the final decisions.

Any Nurse who works on Labor Day Weekend (Fri, Sat, Sun) shall receive an additional fifty dollar ($50) bonus for each shift of six (6) hours or less, and an additional one-hundred dollar ($100) bonus for each shift of six (6) to twelve (12) hours in length.
4.12 Use of the LTB shall not affect a Nurse's anniversary date of employment.

4.13 LTB credit shall begin accumulating from the Nurse's first day of employment. Nurses shall not be eligible for Long-Term benefits during their probationary periods.

4.14 LTB accrual is a benefit provided by Gardens intended for use in a serious or prolonged illness of the Nurse or caring for an immediate family member as described under FMLA and/or OFLA. Nurses shall immediately access Long Term Sick Bank for day-surgery and hospitalization, but not Emergency Room visits. PTO is required to be used if no accrued LTB remains.

Accrued LTB may be used by full-time and part-time Nurses for their own personal out-of-town doctor appointments on the first day only of consecutive out-of-town doctor appointments unless approval is received from Administration for consecutive doctor appointments. To receive pay, Nurses shall notify the Nurse's Manager prior to the schedule's being posted, unless it is an emergency.

4.15 Wellness Pay: When a Nurse provides written notice to the Payroll Office by November 1st of the year it is to be paid out, payments for the following option will be made the first pay period of December in the same year.

A full-time or part-time Nurse, after the second year, may cash out up to forty (40) hours of his/her accrued unused LTB at a rate of 2:1 (that is, up to forty (40) hours may be traded for up to twenty (20) hours of pay at the Nurse's regular base pay rate without differential).
ARTICLE 5. HOURS OF WORK

5.1 The basic work cycle is a forty (40) hour cycle in a seven (7) day period beginning at 0001 Sunday and ending the following Saturday at 2400. At its discretion, Gardens could use the 8/80 plan available under wage and hour law.

5.2 The basic workday shall normally be either eight (8) hours. The basic workday may vary subject to the provisions of Article 5.5. Nurses scheduled to work for more than five hours shall have a one-half (1/2) hour meal period on the Nurse's own free time.

Nurses in long term care and assisted living are required to remain on facility premises during their scheduled shift and unpaid meal period. If a Nurse is not completely freed from duties during the meal period, the Nurse shall be paid for all time worked during the meal period at an overtime rate if applicable.

5.3 One and one-half (1-1/2) times the Nurse's regular straight-time hourly rate of pay (including any applicable shift differential), will be paid as follows:

A. Time in excess of forty (40) hours in each work week in the seven (7) day cycle unless Gardens has elected the 8/80 option.

B. Time in excess of eight (8) or twelve (12) hours in each day which is defined as a period commencing at the beginning of a Nurse's shift and terminating twenty-four (24) hours later.

C. Full-time Nurses who agree to work an extra shift (i.e., more than 3x12's or 5x8's in a work week) will be compensated at the rate of one and one-half times Nurse's regular straight time hourly rate of pay (including any applicable shift differentials) for shifts in excess of 3/12's or 5/8's.

If called in where Gardens has given less than twenty-four (24) hours' notice, full and part-time Nurses shall be compensated at time and one-half.
D. Nurses returning to work ten (10) hours or less from the end of their last shift to the beginning of their next shift shall be compensated at one and one-half times regular straight time hourly rate of pay (including any applicable shift differentials) for that next shift.

There shall be no pyramiding of overtime or premiums under this contract to exceed a total compensation of time and one-half.

5.4 Gardens will make every effort to schedule Nurses for no more than five (5) consecutive days of work (eight (8) hour shifts). If it is not possible to avoid scheduling six (6) or more consecutive eight (8) hour shifts or four (4) or more consecutive twelve hour shifts, Gardens will pay Nurses performing such work at time and one-half including any applicable shift differential for such consecutive days of work, unless the schedule is requested for a Nurse's convenience.

5.5 Individual Nurses may enter into a written agreement with Gardens to work any chosen alternative work schedule, such as four ten-hour shifts, three twelve-hour shifts, etc., in a seven (7) day cycle. When working such an alternative shift the Nurse would not receive overtime compensation for work during the alternative shift. A copy of such agreements shall be provided to the Oregon Nurses Association.

5.6 One fifteen (15) minute break per four (4) hour period is important and preferred. Where necessary for quality patient care, a Nurse may delay a break and, when appropriate, combine it with another break later in the shift. Such changes may not compromise adequate coverage, work load responsibilities, or quality patient care. Any such changes must be documented to the supervisor as soon as possible. Restrooms and lockers shall be provided by Gardens.

5.7 Gardens shall post the work schedule in four (4) week increments to coordinate with the bi-weekly pay periods. Schedules will be posted nine (9) days (Friday) prior to the beginning of a four (4) week pay period cycle.
A calendar showing when schedules will be posted will be provided at the beginning of each calendar year.

Schedule requests off should be submitted 10 days (Wednesday) prior to the posting date. PRN Nurses are responsible to make the Manager aware of their available dates the (10) days prior to the posting date for each schedule period. The Nurse shall specify in the request, if requesting PTO. PTO requests may be granted only if sufficient PTO hours are currently available in the Nurses' PTO bank. Time off without pay may be granted in emergencies and special situations only.

Gardens shall make a reasonable effort to accommodate PTO requests. PTO will be used to meet the position description of full-time or part-time.

PTO requests will be granted on a first-come, first-serve basis as documented in the request. Should the request be made on the same calendar day by multiple Nurses for the same PTO dates and Gardens is unable to accommodate all the requests based on patient care needs, then PTO shall be granted by random selection. If the PTO request includes a holiday, then the holiday leave will be governed by Article 4.11.

**Pattern (Set) Schedule:** Regularly scheduled Nurses (excluding PRNs and Nurses who are assigned a “rover position”) shall be scheduled their set schedules, including weekends, unless business operations necessitate a deviation from a Nurse’s set schedule, in which case the following shall apply:

a. Nurses will be consulted about any altered set schedule.

b. Gardens may assign regular Nurses to work a modified set schedule by (1) first seeking qualified volunteers and then, (2) by assignment among qualified Nurses by beginning with the least senior regularly scheduled Nurse. If the least senior regularly scheduled Nurse has already had their set schedule altered within the past twelve-month period, the next
least senior regularly scheduled Nurse will be assigned a modified set schedule.

c. If a Nurse is forced or agrees to change their set schedule, and the original set schedule becomes available again, that Nurse shall have right of first refusal of their prior set schedule, as long as scheduling certification requirements are not negatively impacted.

d. Holidays and Labor Day weekend scheduling will be governed by Article 4.11, and are not a part of Pattern (Set) Schedule.

If Nurses request a change of schedule after the schedule is posted, the Nurse is responsible for finding a qualified replacement of equal certification (where applicable), and shall submit the suggested trade to the immediate supervisor in writing; such trades are not effective unless approved by Gardens manager in writing. Qualified trades not involving foreseeable overtime or premium pay shall be approved.

Unilateral changes of the posted schedule will only be made by Gardens when resident care quality is threatened and the Nurse/s directly involved by the change have been notified by Gardens. Other changes in posted schedules will be made with mutual agreement of the Nurse/s involved. Nurses are responsible for having a telephone and either a message recorder or message number and for advising Gardens of their current telephone number(s) and address.

After a schedule is posted, Gardens and affected Nurse will confer in an attempt to reach mutual agreement about any alteration of the Nurse’s schedule. If mutual agreement cannot be reached, consistent with Gardens' current practice, a Nurse’s schedule shall not be altered except in an emergency. Nurses will not regularly be scheduled to work different shifts, unless it is their preference or position.
Nurses will not regularly be scheduled to work different shifts unless it is their preference or position.

5.8 **Weekends** – Weekend shall be defined as the period from 0001 Saturday to 2400 Sunday for eight (8) hour shift Nurses and from 1800 Friday to 1800 Sunday for twelve (12) hour shift Nurses. Gardens will schedule all full-time and part-time Nurses for every other weekend off. On the third or more consecutive weekend worked by a Nurse, including mandatory education, the Nurse will be paid at the premium rate of time and one-half (1-1/2) including appropriate shift differentials. This section shall not apply to Nurses who voluntarily agree to more frequent weekend duty, or if the consecutive weekends are a result of a schedule modification requested by the Nurse.

5.9 Each Nurse shall be paid according to the rates set forth in Appendix "A" of this Agreement; Appendix "A" is incorporated by this reference.

5.10 Gardens is responsible for staffing decisions. Gardens will staff to meet its goal of providing quality care and care delivered in accordance with the individual resident plan of care. Each nursing unit will, at a minimum, follow Federal and State staffing Standards. Gardens will provide on-call staff where appropriate for quality resident care.

5.11 Nurses shall cooperate in assisting the other departments in clinical procedures (not patient assignment).

5.12 When resident census is low on a given shift and a reduction in the workforce becomes necessary, then such reduction shall follow these guidelines:

1. Agency Nurses if scheduled beyond their basic hour guarantee.
2. Full-time and part-time Nurses receiving time and one-half for that shift unless it means a loss of more than one "regular shift" in that week.
3. Agency Nurses if they are part of the rotation system and it is their turn.
4. Nurses working a shift(s) designated as extra beyond their position requirement, unless:
   a. Said full-time or part-time Nurse has already received credit for mandatory or voluntary call earlier in the same week.
   b. PRN Nurse is scheduled for said shift.
5. Volunteers on the affected shift; in the event more than one Nurse wishes to take the mandatory time off, the Nurse who is first to be called off per the rotation system has the first option.
6. PRN Nurses.
7. And then by system of rotation among the regular full-time, part-time and agency/traveler Nurses, based on dates they were last required to be on-call.

It is understood that at all times, those remaining must be fully qualified for all projected needs.

Should a reduction in the work force be required for a given shift in excess of twenty-eight (28) consecutive days, then Gardens shall institute a general layoff. Gardens shall notify the Association of any Nurse layoff at least seventy-two (72) hours prior to the layoff. Layoff shall occur first on the basis of volunteers, Agency or contract Nurses (as contracts allow), and next by removing the least senior part-time Nurse on a departmental basis, provided each remaining senior Nurse is qualified to perform the available work during the layoff. For layoff purposes only, the three departments are: Acute, Home Health / Hospice, and OR/ER. Full-time Nurses shall have preference over part-time Nurses in the event of a layoff. Recall from a layoff shall be made in the reverse order of the layoff, and at no time during the layoff shall PRN or temporary Nurses work while qualified laid off Nurses are available.

5.13 Gardens will attempt to give as much notice as practicable of shift cancellations. When Gardens has advance notice of a shift cancellation, notice will be given to an affected Nurse prior to the end of his/her most recent shift, if possible.
In the event Gardens fails to give at least two (2) hours' notice of shift cancellation to a Nurse, that Nurse shall be entitled to either a minimum of four (4) hours' work or a minimum of four (4) hours' pay in lieu of work, provided that Nurses shall be responsible for keeping Gardens informed of their current phone numbers and addresses. A Nurse who voluntarily declines to work four (4) hours when the Gardens has such four (4) hours' work available shall not be entitled to pay in lieu of work.

5.14 Gardens will use PRN Nurses only after scheduled full-time and part-time Nurses have been offered the available work unless it will create an overtime situation for Gardens.

5.15 **Difficult to Fill Shift (DTF).** Gardens shall pay an incentive as defined below for Nurses who agree to work extra shifts defined by Gardens as “difficult to fill shifts.” A “difficult to fill shift” (“DTF”) is a shift that has not been filled within 24 hours of start time. Nothing precludes the Hospital from designating a DTF shift prior to 24 hours of start of shift. To qualify for this shift incentive, a full-time or part-time Nurse must work their assigned number of hours (based on their FTE) in the work week of the DTF; provided, however, the Nurse shall still be eligible for this incentive if the Nurse did not work due to:

- Jury duty
- Low census requested by Gardens (including voluntary low census)
- PTO which was approved and placed on the monthly schedule prior to the schedule being posted
- Bereavement leave
- FMLA/OFLA/OPSL
- National Guard/Drill Duty
A Nurse shall not be entitled to time and one half (1 ½) the Nurse’s rate of pay in addition to this DTF shift incentive unless the Nurse is eligible for overtime as defined in this Agreement or the DTF shift is on a recognized holiday. DTF incentive shall be $10.00/hour for Nurses working at the straight time rate and $6.50 per hour for Nurses working at the overtime or holiday rate. Nurses who are placed on call shall not also be eligible for the DTF incentive, but will be paid callback pay if called back into work. The objective and goal of this incentive pay is to reduce reliance by Gardensthe Hospital on agency nurses and management call in.

ARTICLE 6. EMPLOYMENT STATUS

6.1 The probationary period for a newly hired Nurse shall be defined as a period of five hundred (500) hours worked. Newly hired Nurses may not grieve disciplinary actions during the probationary period. Newly hired Nurses shall receive a written evaluation by the conclusion of the probationary period. Nurses on disciplinary probation shall have full access to the remedies in Article 10.

6.2 All Nurses shall give Gardens no fewer than twenty-one (21) calendar days’ notice of intended resignation unless otherwise agreed by Nurse and Gardens. Failure to give a full twenty-one (21) calendar days' notice may result in loss of payout of any accrued, unused PTO time.

6.3 Gardens shall give non-probationary Nurses twenty-one (21) calendar days’ notice of the termination of their employment; or, if less notice is given, then the difference between twenty-one (21) calendar days and the number of working days of advance notice shall be paid the Nurse at the regular rate of pay, provided, however, that no such advance notice or pay in lieu thereof shall be required for Nurses who are discharged for violation of gross misconduct or just cause.

6.4

A. No Nurse shall be disciplined or discharged without just cause. A non-probationary Nurse who feels she/he has been suspended, disciplined, or
discharged without just cause may present a grievance for consideration under the grievance procedure.

B. Gardens shall forewarn any Nurse of possible disciplinary action in order that the Nurse may request a representative to accompany him/her to the disciplinary meeting.

6.5 A Nurse shall, if the Nurse so requests, be granted an interview and evaluation by the Nurse's supervisor upon the separation of employment. In addition, the CEO, or designee will request an exit interview with the departing Nurse.

6.6 Gardens shall provide once annually to each Nurse covered by this Agreement a written performance evaluation and documentation informing the Nurse of his/her employment and benefit status, including shift and certification(s). This is not a guarantee of work. There will be no Step advancement of or retention bonus given to a nurse who is on probationary or disciplinary status.

6.7 Vacant positions will be posted for a minimum of ten (10) calendar days in the central job posting case. Gardens shall determine qualifications which shall not be arbitrary or capricious. Gardens shall select the best applicant considering seniority, qualifications and experience for interview and hire. If two (2) or more applicants have relatively equal qualifications, the most senior Nurse shall be selected. All applicants shall be notified when the position is filled.

6.8

A. As assigned by Gardens, newly hired Nurses shall receive orientation based on prior experiences, identified individual needs, and familiarity with Gardens. Orientees will not be considered or counted as staff for the purpose of calculating appropriate staffing levels. Orientees will be released when the Nurse Manager determines, in consultation with the Preceptor and Orientee it is appropriate.
6.9 Pursuant to ORS 652.750 current Oregon statute, at the request of the Nurse, Gardens shall provide reasonable opportunity for the Nurse to inspect the Nurse's personnel records which are used or have been used to determine the Nurse's qualifications for employment, promotion, additional compensation or employment termination or other disciplinary action. At the request of the Nurse, Gardens shall furnish a certified copy of such records.

A Nurse who meets or exceeds the minimum standards will be eligible for an increase.

ARTICLE 7. LEAVES OF ABSENCE

7.1 Gardens will comply fully with all applicable leave laws, including the federal Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). Additional leaves of absence may be granted at the option of Gardens for good cause shown when applied for in writing thirty (30) calendar days in advance, when practicable.

Nurses must use accrued LTB and PTO while on FMLA and/or OFLA leave(s).

7.2 Leaves of absence will be granted only in writing except as required by law.

7.3 Leaves of absence for service in the armed forces of the United States will be granted in accordance with federal law. A leave of absence granted for annual military training duty, not to exceed two (2) weeks, shall not be charged against PTO, unless requested by the Nurse.

7.4 A Nurse will not lose previously accrued benefits as provided in this agreement, but will not accrue additional benefits during the terms of a properly authorized leave of absence.

7.5 Bereavement: After five hundred (500) worked hours of employment, a Nurse working in an established scheduled position, who has experienced a death in the family, will be granted up to five (5) consecutive regular scheduled days off
with pay for bereavement purposes in the event of a death in the immediate family. The immediate family is defined as including only spouse, parents, grandparents, children, step-children, siblings, domestic partner, and parent or grandparent in-law, and grandchild. Other paid days for bereavement purposes may be granted to a Nurse at the discretion of Gardens. A Nurse who needs additional time off following the death in the immediate family may apply for a leave of absence and may use accrued, unused PTO for that purpose. Every day taken under this Article 7.5 shall, as far as possible, be counted toward OFLA leave.

7.6 Jury Duty: A non-probationary, full or part-time Nurse who is required to perform jury duty will be permitted the necessary time off to perform such service and she/he will be paid for up to twenty (20) regularly scheduled work days at her/his regular straight-time pay including shift differential for the scheduled workdays she/he missed, provided that she/he has made arrangements with her/his supervisor as soon as she/he is first aware of the first notice of impending jury duty. The Nurse must furnish a signed statement from a responsible officer of the court as proof of jury service and jury duty pay received. For the purpose of scheduling, a Nurse on jury duty shall be considered to be a day shift, Monday through Friday, employee. A Nurse must report for work if his/her jury service on any day permits at least four (4) hours' work in the balance of his/her normal workday.

7.7 Nurses who are subpoenaed or requested by Gardens to appear as a witness in a court case during their normal time off duty will be compensated for time spent in connection with such an appearance in accordance with the applicable rate of pay including shift differential. If the Nurse incurs over forty (40) hours in that work week (including hours worked and such appearance time), Gardens will pay time and one-half for time over forty (40) hours. The court witness pay will be assigned to Gardens.
7.8 With an approved unpaid leave of absence of sixty (60) days or less, the Nurse shall return to the same position as he/she left. With an unpaid leave of sixty-one days or more, the Nurse will be returned to the next available position for which he/she is qualified.

7.9 The Nurse shall give Gardens at least two (2) weeks’ notice of intent to return to work, so that notice is received by Gardens prior to preparation of the schedule: If such notice is not given, any obligations incumbent upon Gardens under the Article shall begin from the time such notice is received.

7.10 All leaves shall be subject to controlling provisions of state or federal law.

ARTICLE 8. HEALTH AND WELFARE

8.1 Annually, at the request of a part-time or full-time Nurse and only with a physician's order, Gardens shall provide at no cost to the Nurse, after insurance billing, CBC, mammogram, BMP, PSA level and urinalysis.

8.2

A. Laboratory examinations and proper preventative measures, when indicated because of exposure, as defined by federal and state statutes, to communicable diseases shall be provided by Gardens without cost to the Nurse. Gardens shall provide a Heptavax series to each Nurse who requests the same at no cost to the Nurse.

B. When expressly permitted by statute or regulation, Gardens shall disclose positive HIV results of patients to all Nurses involved in the care of residents. Gardens shall also grant at no cost to the Nurse, HIV tests of the Nurse, as soon as practicable after the Nurse informs Gardens that she/he believes that she/he may have been exposed to the AIDS virus in the course of her/his duties. At the request of the Nurse, a second test will be offered between four (4) and seven (7) months following the potential exposure to the AIDS virus.
To meet potential infectious exposures, Gardens shall also make available at all times adequate face protection, full length plastic aprons, and high quality surgical gloves, and Nurses shall use adequate protection in accordance with the guidelines regarding personal protective equipment published by the Federal Centers of Disease Control (CDC), a department of Health and Human Services.

**C. HIV AND HEPATITIS C TRUST FUND.** Gardens and the Association agree to create an HIV and Hepatitis C Fund. Gardens shall contribute a matching amount based on the contributions of the Nurses within the bargaining unit up to an amount not to exceed fifteen hundred dollars ($1,500) per year. Gardens shall administer such funds for the purposes of paying COBRA health insurance for Nurses that have been positively identified as contracting the HIV and/or Hepatitis C virus while employed at Gardens.

Registered Nurse payroll deducted contributions to said fund must be designated for a period of six (6) months. Gardens shall furnish to the Association an annual report as to the status of funds. Nurse payroll deductions shall be non-refundable. Claims against the fund may be made only while the Nurse is employed at Gardens.

**8.3 Eligibility Health Insurance:** A newly-hired Nurse is required to complete a 500 hour probationary period before an eligibility determination is made. Eligibility is determined by employment status. Part-time and full-time Nurses are eligible for Medical Insurance benefits. Each eligible Nurse must be on paid status at least a minimum of eighty (80) hours in a qualifying month to be covered the following month. Nurses not meeting the minimum hours on paid status will not be eligible for Medical Insurance the following month. Such paid status does not include cashing out accrued leave. Cashing out compensation for accrued leave without actually taking the paid time off or upon termination cannot be used for eligibility for the following month.
The Hospital will share all changes in the cost of health care premiums by contributing sixty-six percent (66%) of the cost while the Nurse is responsible for the remaining contribution of thirty-four percent (34%), until January 1, 2022, at which time the Hospital will share 50/50 all changes in the health care premiums starting with the base line of the costs on December 31, 2021.

Gardens will share 50/50 all changes in health care premiums from the base line of a Gardens contribution of $809.16 and a Nurse contribution of $352.35.

When a significant change in health insurance coverage or a change to a different plan is considered, Gardens will notify the Association. To initiate a change from a current plan, a committee review process will be utilized and will include two ONA representatives among other staff. In the event of a committee recommendation for a change in Medical Insurance benefits or a change in Medical Insurance Plan, a vote will be obtained. All Gardens employees eligible for Medical Insurance coverage will be eligible to vote, and a majority rule shall apply to effect a change.

8.4 Gardens will pay up to a ceiling of forty-five (45) dollars per year toward family Health Flight insurance for each full-time and part-time Nurse and their family.

8.5

A. Gardens will provide a twenty (20) percent discount for services not covered by the medical insurance, obtained at Gardens by Nurses covered by the Agreement.

B. While 8.5 (A) does not apply to dependents, Nurses may cash out accrued PTO hours (less statutory withholding) to pay any bills for services rendered by Gardens.
8.6 Gardens will make available a long-term disability insurance plan for all Nurses who are eligible for health insurance. Insurance coverage is based on the criteria of the insurance provider.

**ARTICLE 9. PENSION**

9.1 Gardens provides a Defined Contribution Plan for all eligible Nurses wherein Gardens contributes 6% of a Nurse’s wages as defined in the Pension Plan. A copy of the plan may be obtained from Gardens on request.

9.2 Vesting Schedule:

<table>
<thead>
<tr>
<th>Years of Service As of Termination (from date of eligibility for plan)</th>
<th>Percentage Vested</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year but less than 2</td>
<td>20%</td>
</tr>
<tr>
<td>2 years but less than 3</td>
<td>40%</td>
</tr>
<tr>
<td>3 years but less than 4</td>
<td>60%</td>
</tr>
<tr>
<td>4 years but less than 5</td>
<td>80%</td>
</tr>
<tr>
<td>5 years</td>
<td>100%</td>
</tr>
</tbody>
</table>

**ARTICLE 10. ADJUDICATION OF RIGHTS**

10.1 The purpose of this Article is to provide the sole method for the settlement of disputes in connection with the interpretation and application of any specific provisions of this Agreement. Any such dispute shall be defined as a grievance and must be presented and processed in accordance with the following steps: time limits and conditions provided herein, except that by mutual consent, grievances may be advanced or referred back for consideration, and time limits may be adjusted. It is the intent of the parties that grievance be adjusted informally, whenever possible.

The Association shall notify Gardens prior to grievance meetings at Step 2 or Step 3 if a non-employee Association representative will be present at such meeting.
10.2 **STEP 1** – is meant to be informal. Within fourteen (14) days of the occurrence giving rise to the grievance, the Nurse shall meet with her/his immediate supervisor to speak informally about the Nurse's concern. If the concern cannot be resolved in this informal manner, the Nurse shall reduce the grievance to writing, serve it on Gardens within twenty (20) days of the occurrence giving rise to the concern, and proceed to Step 2. Newly hired probationary Nurses may not grieve disciplinary actions.

10.3 **STEP 2** – The Nurse Manager shall meet with the grievant and a representative of the Association, if the Nurse so desires, within ten (10) calendar days and attempt to resolve the matter. The Association may effectuate a grievance on behalf of a Nurse or group of Nurses at this Step, subject to the same initial fourteen (14) calendar day filing period. The Nurse Manager shall have ten (10) calendar days in which to respond in writing to the grievant with a copy to the Association. If the matter is not resolved at this Step, the grievant or the Association may pursue the matter further by submitting the written grievance to the Gardens Administrator within ten (10) calendar days from the date of the Nurse Manager's response, or when the response was due if none is given.

10.4 **STEP 3** – the Administrator or designee shall meet within ten (10) calendar days after the grievance is presented with the grievant and a representative of the Association in an attempt to resolve the matter. The Administrator will advise the grievant(s) and the Association of his decision in the matter within ten (10) calendar days from the date of the last meeting.

10.5 If the grievance is not settled at the conclusion of Step 3, Gardens or the Association may proceed to the Arbitration Clause. A notice of intent to seek arbitration must be filed by the moving party to the other party within ten (10) calendar days of the response in Step 3. Said notification must be in writing.
10.6  A grievance involving a discharge shall be instituted at Step 3 with the Administrator or his designee within ten (10) calendar days from the date of discharge.

10.7  The parties agree that they will follow the foregoing grievance procedures in accordance with the respective steps, time limits and conditions contained therein. If, in any step, Gardens's representative fails to give his written answer within the time limit set forth, the grievance may be appealed to the next step at the expiration of such time limit. If the employee 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 Gardens's last answer. Time limits at each of the respective steps may be extended by mutual written agreement.

10.8  The damages paid in settlement or awarded in any resolution after arbitration of a grievance in any case shall not be made retroactive for a period exceeding forty-eight (48) calendar days prior to the date when the grievance was first presented in writing.

10.9  Nurse Representatives from within the bargaining unit may service grievances. The Association shall notify Gardens of those Nurses authorized to represent the Association in such proceedings. Any paid Association employee, in the Economics and General Welfare department, may act as the designated representative.

10.10 No employee in the bargaining unit shall engage in any Association activity on Gardens time except as specifically provided for in the provisions of this Agreement.

10.11 Gardens and Association agree during the term of the Agreement that pending the raising, processing, and settlement of a grievance, there shall be no strikes or lockouts as provided by Article 16.
10.12 If the grievance is not settled on the basis of the Grievance Procedure, the grievance may be appealed in writing to final and binding arbitration within ten (10) calendar days after receipt of the written answer from the Administration in Step 3. The Appeal to arbitration shall be in accordance with the procedure set forth below.

A. Within five (5) calendar days of the notification that the dispute is submitted for arbitration, Gardens and the Association shall attempt to agree on an Arbitrator. If Gardens and the Association fail to agree on the Arbitrator, a list of seven (7) arbitrators shall be represented from the Employee Relations Board Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the Arbitrator. A flip of a coin shall determine which party strikes the first name.

B. The award of the Arbitrator shall be final and binding on all parties.

C. The parties shall specify to the Federal Mediation and Conciliation Service Employee Relations Board that all arbitrators submitted for consideration must be members of the American Arbitration Association (AAA).

10.13 The Arbitrator shall render his/her decision within thirty (30) days of the close of the arbitration hearing unless both the Association and Gardens agree, in writing, to permit a longer period. It is the duty of the Association Representative and the Gardens Representative to bring this paragraph to the attention to the Arbitrator.

10.14 The expenses and fee of the impartial Arbitrator are to be borne equally by both parties. Each party shall bear the cost of processing its own case.

10.15 Either party may obtain a transcript of the arbitration at that party's expense and for that party's sole use, unless the other party wishes a copy, in which case the expense of the transcript shall be shared equally.
10.16 No employee shall be paid by Gardens for time spent in arbitration meetings, negotiations, or in conducting any other Association business. A Nurse who is on duty shall suffer no loss in wages for time spent in grievance meetings with Gardens representatives.

10.17 The Arbitrator shall have no authority to add to, subtract from, modify, change or alter in any way the provisions of this Agreement or any expressly written amendment or supplement thereto, or to extend its duration, unless the parties have expressly agreed, in writing, to give him/her specific authority to do so, or to make an award which has this effect.

ARTICLE 11. PROFESSIONAL DEVELOPMENT

11.1 Gardens shall provide job-related in-service education programs for Nurses covered by this Agreement. Where possible, in-service programs will be scheduled during a Nurse's regular shift, and Nurses will be allowed to attend such programs during their regular shift without loss of pay. In the event a Nurse attends an in-service program held outside the normal shift, the Nurse will be compensated for the time spent at such in-service, provided such attendance is required by Gardens. Time spent in in-service programs shall not be counted as overtime, unless attendance exceeds forty (40) hours in a work week.

11.2 Gardens will provide Full- and Part-time Nurses a minimum of three (3) days excluding travel time per fiscal year of paid educational leave for Nurses to attend job-related programs or seminars conducted within a reasonable distance from Gardens including out of state. This minimum number of paid days shall exclude travel days where necessary, with compensation for travel time during the normal work day as well as pay for actual seminar attendance hours. No education day entitlement is carried into the next year. Pay shall be at the Nurse's regular straight-time rate for those hours actually spent in class and travel (subject to the chart at 11.4). In addition, Nurses are required to obtain additional education as
directed by Gardens. Overtime after 40 hours will be paid only for education required by Gardens. Nurses will follow Gardens's expense and travel reimbursement policy as it is revised from time to time.

11.3 There are three categories of in-service (in Gardens) and continuing education (outside of Gardens) training as follows:

(1) **Mandatory.** The Nurse must attend as a condition of employment;

(2) **Approved.** The Nurse applied under Article 11.2 and Gardens approved attendance; and

(3) **Optional.** The Nurse attends without the approval of Gardens on the Nurse's own time.

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>EXPENSES PAID BY GARDENS</th>
<th>WAGES PAID BY GARDENS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mandatory</td>
<td>Nurse only-all actual and necessary under Gardens’s general guidelines for employees.</td>
<td>Straight time for all hours spent in training. Straight time for travel time. Overtime after 40 hours in a week unless Nurse has an 8/80 agreement.</td>
</tr>
<tr>
<td>Approved</td>
<td>Same as Mandatory</td>
<td>Eight hours maximum per day paid at straight time. Travel time paid to a maximum of 8 hours per day only if it is a day when the Nurse would otherwise be working according to the Nurse's normal schedule.</td>
</tr>
<tr>
<td>Optional</td>
<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>

11.4 Nurses may request an advance of up to eighty (80%) on approved expenditures not including wages, prior to taking educational leave. If a Nurse does not attend the educational program for which an advance has been provided or if the properly receipted expenses are less than the amount advanced and the unused advance is not remitted to Gardens on the first business day the Nurse is back at
work, the amount of the unused advance shall be deducted from the Nurse's net pay, including (if applicable) the Nurse's final paycheck. Balances owed to Nurses are payable after presentation of receipts.

11.5 Opportunities for paid educational leave shall be equitably distributed among bargaining unit members. This paragraph applies only to those Nurses making application for educational leave.

**ARTICLE 12. SENIORITY**

12.1 **Continuous Employment** – The performance of all hours worked, scheduled or paid such as paid time off due to vacation and sick leave, which had not been interrupted by the occurrence of the following:

A. Termination.

B. Layoff for lack of work which has continued for six (6) consecutive months.

C. Continued absence without good cause following the expiration of a written leave of absence or emergency extension thereof granted by Gardens.

D. Absence from work for three (3) consecutive working days without good cause.

E. Failure to report for work without good cause promptly after an accident or sickness when released to work by physician.

12.2 Seniority shall mean the length of continuous employment by Gardens as a member of bargaining unit in a position covered by this Agreement. Nurses shall accumulate seniority on the basis of hours worked as a bargaining unit member at Gardens from the most recent date of hire.

12.3 When an opportunity for advancement, shift preference, and filling of new positions arises, Gardens shall review the qualifications of each applicant and shall select the best applicant considering seniority, qualifications and experience. If two (2) or more applicants have relatively equal qualifications, the most senior
A Nurse shall be selected. In-house applicants will be given preference over outside applicants in the filling of vacancies (Refer to 6.7) subject to comparable qualifications.

12.4 When a Nurse takes a position out of the bargaining unit with Gardens, he/she shall cease accruing seniority under this Agreement. If the Nurse returns to the bargaining unit position, he/she shall be restored the seniority accrued when a member of the bargaining unit. If the Nurse returning to the unit served Gardens in nursing supervision and continued to fulfill floor duties as part of call, that Nurse will be awarded seniority credit for all time spent in nursing supervision.

ARTICLE 13. PROFESSIONAL NURSING CARE COMMITTEE

13.1 Recognition – A Professional Nursing Care Committee shall be established at Gardens.

13.2 Responsibility – Gardens recognizes the responsibility of the Committee to recommend measures objectively to improve patient care and will duly consider such recommendations and advise the Committee in writing of the action taken within fifteen (15) working days.

13.3 Objectives – The objectives of the Committee shall be:

A. To consider constructively the practice of the Nurses;
B. To work constructively for the improvement of patient care and nursing practice;
C. To recommend to Gardens ways and means to improve patient care;
D. To consider and recommend educational offerings to Gardens administration; and
E. To exclude from any discussion any matters involving the interpretation of this Agreement or matters subject to the adjudication of rights process.
13.4 Composition – The Committee shall be composed of four (4) Registered Nurses employed at Gardens and covered by this Agreement. The Committee members shall be selected by the Bargaining Unit.

13.5 Frequency of Meetings – The Committee may schedule a regular meeting each month. Each Committee member shall be entitled to his or her regular straight-time pay, not to exceed one (1) hour per month, for the purpose of attending a Committee meeting. However, meetings will be scheduled so that no Committee member will work in excess of eight (8) hours, or twelve (12) if that is the normal schedule for the RNNurse, including the hour for the meeting, during the week the meeting is held. Meetings shall be scheduled so as not to conflict with the routine. The Committee shall prepare an agenda and keep minutes of meetings, copies of which shall be provided to the Director of Nurses, the Gardens Administrator, and the Association and be accessible on the intranet of the Hospital Gardens.

13.6 Special Meetings – Gardens may request special meetings with the Committee, but such meetings shall not take the place of the regularly scheduled meetings of the Committee.

ARTICLE 14. MANAGEMENT RIGHTS

14.1 Gardens shall have the right to hire, suspend, discharge, promote, transfer and discipline Nurses for just cause.

14.2

A. Any of the rights, powers, authority and functions the Gardens had prior to the negotiations of this Agreement are retained by Gardens, and the expressed provisions of this Agreement constitute the only limitations on Gardens’s right to manage its business. Gardens not exercising rights, powers, authority and functions reserved to it, or its exercising them in a particular way, shall not be deemed a waiver of said rights, powers, authority and functions or of
its right to exercise them in some other way not in conflict with a specific provision of this Agreement.

B. Gardens may implement benefits greater and more advantageous for the bargaining unit membership, if necessary, to improve patient care, encourage recruitment or retention of Nurses and improve working conditions. There is no automatic maintenance of any benefit that is not expressly guaranteed by this Agreement.

14.3 All other traditional rights of management are also expressly reserved to Gardens and the express provisions of this Agreement constitute the only limitations upon Gardens’s right to manage its business.

14.4 Gardens need never do anything that contradicts the law.

ARTICLE 15. SCOPE OF AGREEMENT

15.1 It is agreed that during the negotiations leading to the execution of this Agreement, the Association has had full opportunity to submit all items appropriate to Collective Bargaining and that the Association expressly waive the right to submit any additional item for negotiation during the term of this Agreement. Agreement expressed herein in writing constitutes the entire Agreement between the parties. It is understood that the specific provisions of this Agreement shall be the sole source of the rights of the Association and any employee covered by the Agreement and shall supersede all previous oral and written Agreements between Gardens and the employees or Gardens and the Association.

15.2 Gardens will negotiate before implementation of mandatory new issues and changes in past practice concerning mandatory issues.

ARTICLE 16. NO STRIKE/NO LOCKOUT

16.1 Neither the Association nor any of its agents nor any of its members will individually, collectively, concertedly, or in any manner whatsoever engage in, incite, participate in or aid any picketing, refusing to cross a picket line, strike, sit-
down, stay-in, slow-down, work stoppage, withholding of work or other interference with Gardens operations during the term of this Agreement, and Gardens agrees that during the term of this Agreement it will not lock out any of the employees covered by this Agreement.

16.2 The above provision shall apply to Gardens and the Association, its agents and members without regard to whether or not the controversy or dispute arises under this Agreement, at this or any other facility of Gardens, involves any other party, or is or is not connected with the business of Gardens.

16.3 Gardens retains the right to discharge or otherwise discipline employees in the bargaining unit who have in any manner and to any extent committed acts prohibited by the provisions of this Article. Gardens shall have the right to discipline all or any employees and to administer different penalties, or to refrain from taking such disciplinary action administered under this Article; however, the only issue which can be the subject of a grievance is limited to whether or not the employee has, to any extent, committed acts prohibited by the provisions of this Article.

ARTICLE 17. SEPARABILITY

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

ARTICLE 18. SUCCESSORS

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

**ARTICLE 19. DURATION AND TERMINATION**

19.1 This Agreement shall be effective, July 1, 2016 and shall remain in full effect until June 30, 2021 and annually thereafter unless either party serves notice hereto on the other to amend or terminate the Agreement as provided in this Article.

19.2 This Agreement may be opened by either party upon written notice to the other of their intent to modify, amend or terminate this Agreement at least ninety (90) days before the anniversary date (June 30, 2019). The parties agree that, if possible, negotiations shall commence prior to April 30, 2019.

19.3 This Agreement may be opened by mutual agreement of the parties at any time.

19.4 This Agreement shall not become effective until such time as both parties have affixed authorized signatures.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the date first herein above mentioned.

Signed this ___day of ______________, 2016

**Oregon Nurses Association**

______________________________
Courtney Niebel, Elizabeth Weltin
ONA Labor Representative

**Lakeview Gardens, LLC**

______________________________
Charles Tveis, Chief Executive Officer
Kristin Bremer Moore, Esq.

Marivel Dannen, Interim Director of Nursing Services

Peter Wolf, Director of Human Resources
APPENDIX A

A.1 The following are the base per hour rates of pay for all Nurses employed under the terms of this Agreement.

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<thead>
<tr>
<th>Effective</th>
<th>7/13/2019</th>
<th>7/2/2020</th>
<th>7/1/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
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<tr>
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<td>2.5% higher than Step 14 $40.49</td>
<td>2.5% higher than Step 14 $42.52</td>
<td>2.5% higher than Step 14 $44.22</td>
</tr>
</tbody>
</table>

A.2

a. PRN 1 and PRN 2 and PRN3 Nurses shall be paid as follows:

PRN 1 - Step Placement + 30% no benefit premium. Movement with 1000 hours actually worked and a minimum of twelve (12) months on each step.

PRN 2 - Step Placement + 15% no benefit premium. Movement with 1000 hours actually worked and a minimum of twelve (12) months on each step.

PRN 3 - Step Placement +15% no benefit premium.

PRNs may move to next step with 1000 hours actually worked and a minimum of twelve (12) months on each step.
b. Nurses on the PRN 1, PRN 2 and PRN 3 rate shall receive shift and weekend differential and applicable certification and competency premiums. They will not receive any other benefits.

A.3 The on call compensation policies for Nurses are as follows:

A. On call is paid only when a Nurse is on call and not while the Nurse is working after being called in. On call pay resumes when the Nurse resumes on call status, after completing duties for which he/she was called to assume (i.e., no pyramiding of on call while working). CALL PAY DOES PYRAMID IF A NURSE IS REQUIRED TO TAKE CALL FOR MORE THAN ONE DEPARTMENT (I.E., OR/ER call is paid at 15% + 15% = 30%).

B. Time actually worked when called back while on scheduled on call shall be paid at the rate of one and one-half (11/2) times the Nurse's regular rate of pay (including shift differential, if applicable).

A.4 Differentials/Premiums/Bonuses:

<table>
<thead>
<tr>
<th></th>
<th>7-31-196</th>
<th>7-12-2017</th>
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</tr>
</thead>
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<tr>
<td>BSN</td>
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</tr>
<tr>
<td>Night Shift (1800-0600)</td>
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</tr>
<tr>
<td>Weekend</td>
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<td>2.00</td>
<td>2.00</td>
</tr>
<tr>
<td>Preceptor of NurseRN</td>
<td>1.20</td>
<td>1.20</td>
<td>1.20</td>
</tr>
<tr>
<td>Preceptor of Nursing Student</td>
<td>1.50</td>
<td>1.50</td>
<td>1.50</td>
</tr>
<tr>
<td>Regular Call (see Article 3.4 a)</td>
<td>15%</td>
<td>15%</td>
<td>15%</td>
</tr>
<tr>
<td>Mandated Call (see Article 3.4 b)</td>
<td>30% +$250/call in**</td>
<td>30% +$250/call in**</td>
<td>30% +$250/call in**</td>
</tr>
<tr>
<td>Holiday Call</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nurse Manager Designee On call no coverage</td>
<td>10% Base***</td>
<td>10% Base***</td>
<td>10% Base***</td>
</tr>
<tr>
<td>Nurse Manager Designee On call with coverage</td>
<td>15% Base***</td>
<td>15% Base***</td>
<td>15% Base***</td>
</tr>
<tr>
<td>Team Leader</td>
<td>2.00</td>
<td>2.00</td>
<td>2.00</td>
</tr>
</tbody>
</table>

** Nurses called in while on mandated call who submit the required paperwork will receive a bonus payment that reflects $250.00 for every such call in.
*** Base pay is calculated without shift differential or certification.

A.5

A.6 Certification/Competency:

1. National Certifications. There shall be a certification differential paid to all Nurses at the rate of $2.00 per hour for current certification for up to each of two (2) nationally recognized certifications. The two (2) may be any of the following or any certification which is recognized by the American Board of Nursing Specialties (ABNS) for areas pertinent to Gardens as determined by their Nursing Director:

   1. TCRN — Trauma Certified Registered Nurse
   2. NCC — National Certification Corporation
      a. In-patient Obstetrics
      b. Maternal Newborn Nursing
      c. Electronical Fetal Monitoring
   3. International Board Certified Lactation Consultant

A.7 Merit Rewards — The Association recognizes this contract to be the minimum standards of employment. This contract should not be construed to limit management's right to reward an individual Nurse’s performance over and above the prescribed conditions called for in this Agreement.

A.8 Step Placement — Newly hired Nurses will be placed on the Step scale (A.1) commensurate with the Nurses’ experience level to reflect time worked in patient contact positions within the prior ten (10) years based on full-time employment equivalent.

A.9 Retention of Present Benefits — It is explicitly agreed that this Agreement shall not operate to reduce or eliminate any benefits which are now enjoyed by the Nurses, such as inexpensive meals in Gardens cafeteria.
A.10 Nurses may purchase uniforms from Gardens at Gardens cost. With written request from the Nurse, Gardens will arrange for the Nurse to pay for a uniform through payroll deduction.

A.11 Clinical Ladder. Gardens representatives will work together with ONA Nurses, with representation from every Nursing Department that elects to participate, in a committee that has no more Gardens representation than Nurses (and may have fewer), to define objective and measurable guidelines for a clinical ladder compensation option for full and part-time Nurses. Guidelines will include ultimate approval by CEO for standards and compensation as well as CEO approval for each clinical ladder project proposal and the validation of each project completion. Gardens will dedicate $25,000/year for the next three (3) years (life of this contract) to Clinical Ladder compensation for ONA members who receive validation of completion of their approved proposal. Unearned dedicated funds will be returned to the general fund annually.

It is the mutual goal of Gardens and the Nurses to complete this work by September 1, 2016.
APPENDIX B

Acute Care — Patient Acuity Guidelines: Refer to Gardens Policy #9-601-011, the Acute Acuity Policy.
Gardens - DRUG and ALCOHOL POLICY: There will be no random drug and/or alcohol testing of Nurses unless under the terms of a performance contract after a positive test result. Otherwise, Nurses are subject to the applicable terms of Gardens Drug and Alcohol Policy and the just cause provisions of the contract.
CONTRACT RECEIPT FORM
(Please fill out neatly and completely.)

Return to Oregon Nurses Association,
18765 SW Boones Ferry Road Ste 200, Tualatin OR 97062-8498
or by Fax 503-293-0013. Thank you.

Your Name: ____________________________________________

I certify that I have received a copy of the ONA Collective Bargaining Agreement with
Lakeview Gardens, July 1, 2019 through June 30, 2022.

Signature: ____________________________________________

Today’s Date: __________________________

Your Mailing Address
________________________________________
________________________________________
________________________________________

Home Phone: __________________________ Work Phone: __________________________

Email: __________________________ Unit: __________________________

Shift: __________________________