MEMORANDUM OF UNDERSTANDING REGARDING LABOR AGREEMENT (JULY 1, 2019 – JUNE 30, 2022)

PARTIES

Lakeview Gardens, LLC, hereinafter called “Gardens”

and

Oregon Nurses Association, hereinafter called “the Union”

BACKGROUND

A. The Union is the exclusive representatives for the registered nurse, excluding supervisors, employed by Lake Health District, dba Lake Health Hospital (“Hospital”). The Hospital manages the Gardens. The Hospital is the employer of the Gardens’ registered nurses, who are provided to the Gardens through a leasing agreement between the Hospital and the Gardens.

B. Historically, the Union has jointly bargained with the Hospital and the Gardens, but has maintained separate labor agreements with each entity. The Union and Gardens’ labor agreement expired on June 30, 2019.

C. The Union and the Hospital are parties to a labor agreement effective for the period July 1, 2019 through June 30, 2022 (“the Hospital CBA”). By oversight, the Union and the Gardens intended to apply the applicable terms of the Hospital CBA to the Gardens by way of a standalone successor agreement, but it was never finalized.

D. At all times since the Union and Gardens’ labor agreement expired on June 30, 2019, the parties have applied and administered the Hospital CBA to the Gardens’ bargaining unit, where applicable.

E. By this MOU, the Union and the Gardens hereby agree that the Hospital CBA will apply to the Garden bargaining unit, except as expressly stated below.

F. The parties further agree that upon the expiration of the Hospital CBA, the parties will negotiate a single successor labor agreement that covers the Hospital and Gardens.
AGREEMENT

The parties agree as follows:

A. The Gardens and the Union agree that the Hospital CBA applies to and governs the Garden bargaining unit, except as follows:
   a. Article 3.3 regarding PRN 2 Nurses shall state, “1. Five (5) hours on a weekend per three (3) month cycle”; part “3” and the last two paragraphs of Article 3.3 shall be omitted.
   b. Article 3.4, Section D, regarding Contractual Call, shall be omitted.
   c. Article 3.6, regarding Team Leader, shall be omitted.
   d. Article 5.2, regarding “basic workday”, shall omit “or twelve (12)”; the first sentence of the second paragraph shall state, “Nurses in long term care and assisted living are required to remain on facility premises during their scheduled shift and unpaid meal period”; and the last paragraph of Article 5.2 shall be omitted.
   e. Article 5.4, regarding work schedules, shall omit “or three (3) (twelve (12 hour shifts)”.
   f. Article 5.10, regarding staffing, shall omit the last sentence in the first paragraph and the second paragraph.
   g. Article 5.14 shall be omitted.
   h. Article 5.16 shall be omitted.
   i. Article 5.17 shall be omitted.
   j. Article 6.8, Section A’s last sentence shall be omitted; Section B shall be omitted in its entirety.

B. This MOU shall terminate by mutual agreement of the parties.

Agreed to on this ___ day of __________ 2021

For Lakeview Gardens, LLC:  For ONA:

Charlie Tveit, Chief Executive Officer
Liz Weltin, ONA Representative