

A G R E E M E N T

Between

THE OREGON NURSES ASSOCIATION

And

MID-COLUMBIA MEDICAL CENTER

July 1, [2018](#) ~~2015~~ through June 30, [2021](#) ~~2018~~

[Recommended Tentative Agreement, August 15, 2018, evening](#)

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ARTICLE 1 - RECOGNITION AND MEMBERSHIP

A. Hospital recognizes 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 general duty registered professional nurses, including those nurses working in Visiting Home Health employed by the Hospital, excluding administrative and supervisory personnel. The recognition granted by this Agreement is limited to the Hospital facility, excluding all other present or future operations with which the Hospital may have a corporate relationship. The Hospital shall not assign bargaining unit nurses supervisory functions which are defined as: the authority to hire, transfer, suspend, layoff, recall, promote, discharge, reward (monetary), discipline, or adjust grievances.

B. Definitions effective as of the execution date of this Agreement:

1. General Duty Nurses. Registered or licensed professional nurses currently licensed to practice professional nursing in Oregon. The nurse is responsible for direct or indirect total care of patient.
2. Casual Nurses. Casual nurses are those employees who work less than 24 hours in a 14-day period. Casual nurses shall receive premium pay in lieu of fringe benefits and other side benefits as provided in Section B of Appendix A.
To remain eligible for premium pay, casual nurses shall make themselves available for two shifts in each 28-day scheduling period. Casual nurses may opt out of one schedule each calendar year without affecting their eligibility for premium pay. One shift availability each scheduling period must be a weekend, evening, night or holiday shift. One shift availability per year must be on a holiday. Winter holidays (Thanksgiving, Christmas and New Year's) and summer holidays (Memorial Day, Fourth of July and Labor Day) will be rotated. Casual nurses must meet the department's education requirements for the last year.
3. Regular Part-time Core Nurses. Regular part-time core nurses are those nurses who are regularly scheduled to work at least 40 hours

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in a 14-day pay period. Part-time nurses may receive the premium pay in lieu of fringe benefits and side benefits as provided in Section B of Appendix A, or elect to receive part-time benefits as provided therein. For the purpose of establishing and maintaining status as a regular part-time core employee, each overtime hour shall count as one hour worked. Regular part-time core status will not be affected by approved uncompensated time off, HCD or low census time which removes an RN from a posted schedule, approved educational leave whether paid or unpaid, or other approved leave of absence.

Part-time nurses (including nurses who have selected the 5% or 13% option as provided herein) may schedule uncompensated time off utilized at a rate in proportion to their position hours to a full-time position and to their length of continuous service as outlined in Article 3.D (maximum accrued per year). Such scheduled time off shall be subject to Hospital approval, which shall reflect consideration of scheduled time off for other nurses, patient census, and available nursing skills. Any uncompensated time off that a part-time core nurse may take beyond a proportional share of the maximum will affect part-time core status unless it is made up in additional work hours.

4. **Part-Time Non-Core Nurses.** Part-time non-core nurses are those who are regularly scheduled at least one shift per week but who work less than 40 hours in a pay period. Part-time non-core nurses shall receive the premium pay in lieu of fringe benefits and side benefits as provided in Section B of Appendix A.
5. **Regular Full-time Nurses.** Regular full-time nurses are those bargaining unit employees regularly scheduled to work as follows per week:
Five eight-hour shifts,
Four ten-hour shifts,

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Four nine-hour shifts,
Three 12-hour shifts, or
Any combination of shifts which results in 36 or more hours per week.

Employees designated as regular full-time nurses shall accumulate and receive all fringe benefits provided in this Agreement so long as they maintain their status as full-time employees. For the purpose of establishing and maintaining status as a regular full-time employee, each overtime hour shall count as one hour worked. It is further agreed that nurses regularly scheduled to work the 11-7 shift on a 5-3 schedule will be considered regular full-time nurses for benefit purposes.

5. Preceptor. Nurses assigned to provide special orientation to new hires, nurses transferring from another department, or student nurses in their sixth quarter when they do not have a clinical instructor on-site and available.

C. Union Dues Deduction and Membership

1. The Hospital will deduct Association membership dues from the salary of each nurse who voluntarily agrees to such deduction, and who submits an appropriately written authorization to the Hospital setting forth standard amounts and times of deduction. The deductions shall be made monthly and remitted to the Association. The performance of this service is at no cost to the Association.
2. All nurses who have not applied for membership in the Association on the effective date of this Agreement shall have the option of becoming members or not.
3. All nurses hired after the effective date of this Agreement (the date of its signing by Hospital) shall have 30 calendar days from date of employment in which to give written notice by mail to the Association of their intention not to join. (Such notice must be post-marked within said 30-day period with a copy provided to the Hospital.) Any

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employee who has previously joined the Association may thereafter opt out of Association membership by providing the Association written notice by mail of the nurse's intent to resign from the Association within 10 calendar days prior to the employee's anniversary date. Such notice must be post-marked within 10 calendar days prior to the anniversary date with a copy furnished to the Employer.

Nurses who elect not to be members of the Association may voluntarily elect to make a "fair share" contribution to the Association.

4. If a nurse fails to exercise the options in Paragraph 3 for nonmembership or fair share contribution, the nurse shall have 60 calendar days following the day of employment within which to join the Association or on demand of the Association be terminated by the Hospital.
5. The Association shall indemnify the Hospital and save it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Hospital for the purpose of complying with the provisions of this Article or in reliance upon any assignment and authorization form, list or information which shall have been furnished the Hospital under such provisions.

D. New Hire Orientation. The Hospital agrees to provide a copy of the contract to each nurse as supplied by the Association. The Hospital will provide reasonably in advance to the Association and its officers a calendar of dates and times for new employee orientation for nurses. The Unit Chair or designee may communicate with Human Resources within 24 hours prior to a previously scheduled day of orientation to verify whether there are any new RN hires into bargaining unit positions scheduled to undergo the pending new hire orientation. ~~The Hospital will also provide each new hire with an information packet prepared and supplied by the Association,~~

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~~provided the packet contains information related only to the Association's membership affairs, and has first been submitted to the Hospital for prior review. Any disagreement concerning the appropriateness of material to be distributed shall be resolved prior to distribution. On request by the ONA, the information packet distributed during the orientation of new bargaining unit members will include~~ New RN hires will be provided with an invitation to attend a meeting sponsored by the ONA during time that follows the end of the Hospital's ~~nurse~~ orientation. The new RN hires will be paid for 15 minutes for this meeting. The meeting will be announced as non-mandatory, and ~~neither the orienting nurse nor~~ the ONA presenters will not be on time paid by the Hospital.

E. Within 15 days of the signing of this Agreement, and semi-annually thereafter, the Hospital will provide the ONA and the Bargaining Unit Chair with a printed list which will include the names, RN license numbers, hospital employee numbers, dates of hire, classification steps, nursing units, addresses, and phone numbers of nurses currently employed by the Hospital who are covered by this Agreement. The Hospital also will provide total monthly hours worked for part-time and casual nurses only. On a monthly basis, the Hospital will provide the ONA and Bargaining Unit Chair with a list of the names, addresses, phone numbers and RN license numbers of nurses who have been hired or terminated during the prior month, as that information is reflected on Hospital records.

F. Bulletin Boards. The Hospital shall provide space for posting Association materials on a Bulletin Board at the Employee Information Center and in the break room of each nursing unit.

G. Association Access to Hospital. Duly authorized representatives of the Association will be permitted at reasonable times to enter the facilities operated by the Hospital for the purpose of transacting Association business pertaining to contract negotiations or administration and observing conditions under which nurses are employed. Transaction of such business shall be conducted in an appropriate location subject to the general Hospital rules applicable to non-employees and shall not interfere with patient care, the work of other employees or any such employee interviewed, and shall be conducted during such employee's lunch or rest period. A meeting room in the Hospital will be provided subject to availability.

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H. Letter of Hire. The Hospital will continue to provide each newly hired nurse, including current employees hired into new positions, with a letter of hire clearly stating their original date of hire (for seniority purposes), their FTE and work status (full-time, part-time or casual), and the step at which they are being hired.

I. PTO for bargaining. At the Nurse's request, a Nurse on the ONA bargaining team shall be allowed to use PTO for time spent in negotiations with the Hospital's bargaining team.

ARTICLE 2 - EQUALITY OF EMPLOYMENT OPPORTUNITY

Hospital shall continue its present policy that age, gender, race, creed, color, sexual orientation, religion, national origin, or any other legally protected category 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. There shall be no discrimination by Hospital against any nurse on account of membership in or lawful activity on behalf of the Association, provided that it does not interfere with normal Hospital routine, or the nurse's duties or those of other Hospital employees consistent with the protection for union activity afforded by the Labor Management Relations Act, as amended.

ARTICLE 3 - PAID TIME OFF

A. Definition. Vacations, holidays and sick leave for eligible nurses are addressed pursuant to a formal Paid Time Off (PTO) Plan. PTO hours accrued are based on hours compensated including regular hours, overtime hours, callback, PTO (other than PTO cashed out or donated), on-call hours (due to low census), house convenience hours, compensated education hours, during periods of compensated jury duty and other paid authorized leaves; provided, PTO hours are not pyramided (counted more than once for accrual purposes). For example, where a nurse originally scheduled eight (8) hours is called off for house convenience and elects to use PTO to provide compensation for the shift, PTO will accrue on eight (8) hours – not sixteen (16) hours. PTO is not earned on uncompensated time except house convenience hours. Scheduled days taken off without pay when the nurse must be replaced on the schedule, will not count as days worked for the purpose of PTO accrual. PTO shall be used for authorized leave, holidays, vacations, sick days, and for illness of family members to the extent allowed by law. PTO will be paid at the nurse's regular rate of pay including any shift or national certification differential which the nurse has been regularly receiving, but excluding all other differentials including weekend premiums.

B. Eligibility. All regular full-time nurses will accrue PTO. PTO hours are accrued based upon hours compensated including regular hours, overtime hours, callback, PTO, on-call hours (due to low census), house convenience hours, compensated education hours, during periods of compensated jury duty and other paid authorized leaves. Regular part-time core nurses may accrue PTO ~~at one-half the rate of accrual for regular full-time nurses~~ for as long as they remain employed in a regular part-time core capacity as defined in this Agreement by exercising the option described in Section B of Appendix A. PTO will be available as it is accrued.

C. Accrued PTO may be utilized, at the nurse's option to supplement worktime lost due to low census cancellation.

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D. Accrual Rates.

Length of Service	Earned Per Hour		Maximum Banked Hours
	<u>FT</u>	<u>PT</u>	
Year 0-5	.1068	.0534	400
Year 6-10	.1282	.0641	480
Year 11+	.1496	.0748	560

[NOTE: effective date of change in part-time accrual: first full pay period in April 2019. Effective date of change for PTO years of service: first full pay period following ratification.] The periods of continuous employment (length of service) required to qualify for PTO accrual described above refer to regular full-time or regular part-time core (at least 40 hours per 14-day pay period) employment in the Hospital. Length of service shall be measured as of the nurse's anniversary date of employment each year. Any time during which a nurse receives the 13% premium in lieu of benefits does not count toward length of service for PTO accrual.

E. Use of PTO for Vacation. PTO shall be utilized for any vacation time a nurse takes, as scheduled by mutual agreement. PTO times will be established on a first-come-first-served basis by date of application. In the event two or more nurses request the same time and make a request on the same calendar date and only one nurse can be granted the request, the most senior nurse will be granted the PTO time requested. A nurse who exercises a seniority preference for scheduling PTO may not again exercise a seniority preference during the next two (2) years. Requests for PTO should be submitted as far in advance as possible to the department manager, whenever possible at least four weeks prior to posting of the schedule for the requested time. Requests will be responded to in writing within two (2) weeks of their submission. It is understood that the Hospital reserves the right to determine how many nurses may take PTO at one time.

F. Use of PTO for a Holiday. On recognized holidays, a nurse who is scheduled off due to the holiday will receive pay for up to one day of accrued PTO. If the nurse is scheduled for an additional day during the week in lieu of the holiday, the nurse will not be required to use PTO.

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G. Use of PTO for Short-term Illness. A nurse who becomes ill will be allowed a day of PTO at the level of the nurse's regularly scheduled hours (normally 8, 9, 10 or 12) at the regular rate of pay, as shown in Appendix A, for each day of absence from work because of illness commencing with the first day of each illness through the third consecutive lost work day or 24 work hours, whichever comes first; (for nurses working 12 hour shifts for the first through the second consecutive lost day or 24 work hours, whichever comes first). A nurse who fails to notify the nurse's immediate supervisor at least two (2) hours in advance of the scheduled shift that will be missed because of illness, except in verified emergencies where such notice is not possible, shall not receive the PTO benefit for that shift.

H. Authorized Leaves and Oregon Paid Sick Leave. A nurse shall use accrued PTO in accordance with the Hospital's leave policy. If the nurse is on FMLA/OFLA leave, the nurse shall use PTO for the first 24 hours and then EIH until such hours are exhausted, at which time PTO shall be used.

Use of PTO for reasons which qualify under the Oregon Paid Sick Leave law shall be counted against the nurse's Oregon Paid Sick Leave entitlement and there shall be no additional accrual of sick leave under the Oregon Paid Sick Leave law. The Hospital shall not be required to provide additional sick leave to nurses who utilize all of their yearly PTO accrual for reasons other than those that qualify under the Oregon Paid Sick Leave law.

I. The Payroll/Human Resources office will maintain a record of PTO accrued and used for each nurse. In addition current accrued PTO hours will be shown on a nurse's paycheck stub.

J. Maximum PTO. The maximum number of PTO hours a nurse may accumulate is set forth in Section D (Accrual Rates) above. Once the maximum has been reached, no further hours will accrue until the nurse has taken PTO time off. The non-probationary nurse shall have the ability to cash-out up to eighty (80) hours of accrued PTO per pay period (not to exceed 160 hours per year, in accordance with Hospital policy).

K. All PTO accrued but unused by a non-probationary regular full-time nurse at the time of termination will be converted to cash at the rate of one hour paid for each

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hour earned, using the nurse's final base rate of pay, if the nurse has been continuously employed as a regular full-time nurse at least 12 calendar months by the Hospital. It is understood that PTO does not accrue on PTO cashed out or donated.

L. HCD. A regular full-time or regular part-time core nurse may elect to use PTO to fill in hours missed while on HCD or HCD call time.

ARTICLE 4 - EXTENDED ILLNESS HOURS

A. Extended illness hours (EIH) ~~shall~~may be taken for regularly scheduled shifts which are missed due to bereavement, illness or disability (exceptions shall be allowed in accordance with Hospital policy, provided the exception benefits the nurse). EIH ~~shall~~may be used after a nurse has been ill or disabled for three (3) consecutive work days or 24 work hours, whichever comes first: (for nurses working 12 hour shifts, after two (2) consecutive work days or 24 work hours, whichever comes first). If a nurse is hospitalized, then EIH ~~shall~~may be used starting with the first day of hospitalization. If a nurse is required to leave work because of a job-related illness or injury which is subsequently covered by workers' compensation, the nurse may request that any PTO used for work missed because of the job-related illness or injury covered by workers' comp be restored to the nurse's PTO bank and instead deducted from the nurse's available EIH bank.

EIH ~~shall~~may be used for the death in the immediate family, without a PTO waiting period, to a maximum of three scheduled work days. Immediate family is defined to be spouse, children and others residing as part of the household or parents, brothers, sisters, grandparents, grandchildren or current in-laws. Any EIH taken for bereavement leave under this provision will run concurrently with any bereavement leave to which a nurse may be entitled under the Oregon Family Leave Act.

B. If a nurse who returns from an illness or disability must be absent again within ten (10) calendar days for the same illness or disability, the nurse ~~shall~~may continue with EIH pay.

C. Use. EIH will be used at the level of the nurse's regularly scheduled hours (normally 8, 9, 10 or 12) at the nurse's regular rate of pay as shown in Appendix A for each day of absence.

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D. Eligibility. All regular full-time nurses shall accrue EIH who have completed six (6) months of continuous employment. No EIH is earned, due or credited for any purpose until a nurse has completed six months of continuous employment in full-time status. At the end of the six (6) month period, EIH will be credited back to the first day of employment. Regular part-time core nurses who have completed six (6) months of continuous employment may accrue EIH ~~at one-half the rate of accrual for regular full-time nurses~~ for as long as they remain employed in a regular part-time core capacity as defined in this Agreement by exercising the option described in Section B of Appendix A. Casual nurses and part-time non-core nurses do not accrue EIH.

E. Accrual.

Years of Service	Earned Per Hour		Maximum Hours Banked
	FT	PT	
All	.0256	.0128	624 hours

[NOTE: effective date of change in part-time accrual: first pay period in April 2019.]

EIH is accrued on all compensated hours as described in Article 3, Section A.

F. If a nurse transfers to other employment by the Hospital in a job classification not covered by this Agreement or reduces status to part-time non-core or casual without a break in continuity of employment by the Hospital, the nurse will retain for use his/her EIH hours accumulated under this Agreement at time of transfer.

G. EIH shall not accumulate during leaves of absence (unless the nurse uses PTO during the leave of absence, layoffs, or unpaid absence from employment because of illness).

H. A nurse ~~shall~~may use accrued EIH for the acute illness of the nurse's immediate family where the nurse's presence with such ill family member is necessary. Such EIH use is subject to the usual three (3) days or 24 work hours, whichever comes first, of PTO use prior to use of EIH.

I. The Hospital may require evidence of illness from the nurse or family member's medical doctor as a condition of receiving EIH benefits. Failure to furnish satisfactory evidence to the Hospital of a bona fide illness preventing a nurse from

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performing the nurse's hospital duties or an acute illness of a family member requiring the presence of the nurse shall terminate the nurse's rights to EIH benefits.

J. Use of EIH shall not affect a nurse's anniversary date of employment.

K. Eligibility. The maximum number of EIH a nurse may accumulate is 624 hours. Once the maximum has been reached, additional earned EIH hours will be moved into the nurse's PTO3 bank at a rate of conversion of 2 EIH hours equals one PTO3 hour as a wellness benefit. PTO3 will be distributed in the month of January following the year of accumulation and must be scheduled and taken within that calendar year. This PTO3 bank can-not be cashed out on retirement or employment termination. EIH is not paid on retirement or other termination of employment.

L. Conversion at Retirement. Effective July 1, 2010, nurses who retire in good standing at age 65 with at least ten years of continuous service immediately preceding their retirement date or at age 60 with at least 15 years of continuous service immediately preceding their retirement date will be eligible to use a percentage of their banked EIH hours to purchase a Medicare supplement to the extent permitted by law or COBRA continuation coverage under any health plan other than a health flexible spending account according to the benefit table below. Otherwise, EIH benefits are not eligible for conversion or cashout and are recognized instead as a form of insurance available to eligible employees during their term of employment at MCMC.

Years of Service	Percentage of EIH hours available
10 years	20%
15 years	30%
20 years	40%
25 years or more	50%

ARTICLE 5 — HOLIDAYS

A. Holidays are a built-in component of PTO. For the purposes of this Agreement, the holidays shall consist of three (3) regular shifts for which the majority of time falls between 12 a.m. and 11:59 p.m. of the holiday. The following holidays are recognized by the Hospital:

New Year's Day	Memorial Day
Fourth of July	Labor Day
Thanksgiving Day	Christmas Day

B. On recognized holidays, a nurse may elect to request one day of accrued PTO. PTO shall be used in the same increments that a nurse is normally scheduled unless the nurse submits a written request for a different arrangement prior to the posting of the affected schedule.

C. It is agreed that holiday work shall be rotated by the Hospital and that a regular full-time and regular part-time core nurse who is required to work on a holiday shall receive time and one-half the nurse's regular rate of pay for hours worked as described in Appendix A. Part-time non-core and Casual nurses working a recognized holiday shall be compensated at the rate of double time for all hours worked; all other Nurses working a recognized holiday shall be paid at the rate of time and one-half for all hours worked.

D. In the event one of the holidays enumerated in Paragraph A above falls on a full-time nurse's regular workday and she or he is required not to work, it shall be considered as a day worked for purposes of computing overtime. For purposes of the OR, a nurse's "regular" workday will depend on the posted schedule for the scheduling period in question. The parties recognize that when a contract holiday falls on a Monday, the OR and Home Health workweek may be scheduled Tuesday to Friday by appropriate posting procedures to ensure four weekdays of OR and Home Health availability.

E. Nurses required to work greater than eight (8) hours on a holiday shall accrue up to an additional four(4) hours ~~(for 10-hour shift nurses) or eight (8) hours (for 12-hour shift nurses)~~ of PTO for those hours worked above eight hours on that holiday. Nurses

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shall be considered to have worked on a recognized holiday whenever a majority of the time spent on the shift falls between 12:00 a.m. and 11:59 p.m. on the date of the recognized holiday.

ARTICLE 6 — SCHEDULING

A. Postings. All work schedules shall be posted by the fifteenth (15th) of each month and shall describe work schedules for the following month. Tentative schedules shall be posted by the sixth (6th) of each month. Once the final schedule is posted, schedules shall not be changed without the consent of the nurse or nurses affected by the change. It is understood that nothing in this Section shall be construed to guarantee employment and that the Hospital may cancel an assigned shift in its discretion with the proper notice without financial liability as provided in Article 12, Section F, regarding low census.

B. Unscheduled Shifts. The parties recognize the inconvenience that may result when nurses are asked to respond to unexpected increases in the patient census by working unscheduled shifts. Therefore, nursing management will reassess posted schedules according to current census information not less than 8 hours prior to the start of the shift and reasonably attempt to fill any additional needs by contacting on-call or unscheduled nurses at least 8 hours prior to the scheduled start of the shift. This accommodation will not prevent other methods of filling scheduling needs.

C. Split Shifts. The Hospital will not schedule split shifts. Where unexpected census changes result in a nurse being HCD'd at the start of the shift and placed on call, the nurse may be required to return if needed. If the HCD'd nurse is not placed on call, the nurse's response to an unexpected census change shall be at the nurse's option. Nurses will be placed on call for HCD only for the entire shift. They will not be placed on call for HCD for blocks/ periods of time unless requested by the nurse.

D. The Hospital may post regular schedules of 8, 9, 10 or 12 hour shifts, or combinations thereof in accordance with Article 7.

ARTICLE 7 - HOURS OF WORK

A. The basic workweek shall be 40 hours in a workweek of seven consecutive days or 80 hours in a workweek of 14 consecutive days, as designated in advance by the Hospital. It is understood that employees who work more than five consecutive days in a 14-day payroll period shall normally be assigned to two consecutive days off. In no case shall an employee be assigned to work more than five consecutive days without the employee's consent. If a nurse is called back for more than an eight-hour shift during a weekend of stand-by worked between two regularly scheduled weeks of work, the Hospital will make every effort to allow the nurse to take the Monday off after stand-by as an HCD day if requested by the nurse. Alternatively, the nurse will be given priority for early release from the Monday shift as permitted by staffing conditions.

B. Overtime compensation will be paid at one and one-half times the nurse's regular straight-time hourly rate inclusive of applicable shift differentials for all hours worked in excess of:

Forty hours (or 36 hours for nurses assigned three shifts of 12 hours, or four shifts of nine hours per week) in each workweek of seven consecutive days; or

80 hours in each pay period of 14 consecutive days; or

Any additional time worked beyond the hours scheduled for the nurse for that scheduled shift of 8, 9, 10, or 12 hours.

Notwithstanding the foregoing, time spent in staff meetings and education does not count toward overtime unless the nurse exceeds a scheduled shift of 8,9,10, or 12 hours, or 40 hours in a workweek.

Overtime compensation will be paid at two times the straight-time hourly rate for all hours worked in excess of 16 consecutive hours. The Hospital shall not post schedules or require any employee to work more than one shift in a payroll day, but such shifts may be assigned with the employee's consent as required to meet unexpected scheduling problems.

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The parties recognize the importance for nurse recruitment and retention of maximizing the opportunities for nursing professionals to blend personal life with professional life. Alternate shifts of other than eight hours may be scheduled by mutual agreement of the Hospital and affected nurses. In such cases, the alternate schedule shall be posted, and the position held open for qualified interested employee-applicants. Where the alternate schedule has been proposed by a nurse to meet specific needs of the nurse in blending the nurse's personal and professional life and a qualified senior nurse bids on the alternate schedule, the alternate schedule need not be filled. When an alternate schedule position is filled, each nurse involved shall receive a written statement of the effect of the alternate schedule on overtime compensation and fringe benefits. A copy of the written statement shall be provided to the ONA within seven calendar days of the agreement. Recognizing that any alternative schedule will not promote nurse recruitment and retention if it is undesirable, the nurse (or Hospital) may cancel an alternative schedule by giving written notice of at least 14 calendar days to the Department Head (or nurse).

Where an alternate to an eight-hour schedule is implemented on a department-wide basis, the following procedures shall be followed:

- a. The unit may consider changing the department's alternate schedule if 65 percent of the nurses who work in the affected unit vote by secret ballot in a department meeting to consider a schedule change. The units for scheduling shall be recognized as those nursing groups with a common reporting structure and a common department meeting. These units currently consist of EDR, Acute Care, CCU, Visiting Home Health, Surgery (including Recovery), First Impressions, Oncology, Same-Day Surgery, and In-Patient Rehabilitation. RNs who have as their home base clinical administration will be eligible to vote in a unit election if the majority of their hours worked are in that unit for six (6) pay periods preceding the election.
- b. Where either the unit manager or 65 percent of the nurses who have the unit as their home base by the vote described above

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desire a change in the alternate schedule, they shall provide the other with at least 90 days prior notice of their desire to terminate or modify the alternate schedule.

- c. After receipt of such notice, the parties shall meet at least once to attempt to renegotiate the terms of the alternate schedule. If no agreement is reached, then the status quo shall remain in place unless at least 65 percent of the nurses in the affected unit who have the unit as their home base vote by secret ballot under the process described above to terminate any alternate schedule at the end of the notice period.

- d. Shift start and stop times shall be decided by mutual agreement of nursing management and the affected nurses.

C. One 15-minute rest period or coffee break shall be allowed during each four-hour period of employment. One half hour unpaid lunch break shall be provided.

D. Nurses who are scheduled to report to work and who are permitted to come to work without receiving prior notice that no work is available in their regular assignment shall perform any nursing work to which they may be assigned. When Hospital is unable to utilize such nurse and the reason for lack of work is within the control of Hospital, the nurse shall be paid an amount equivalent to four hours times the straight-time hourly rate plus applicable shift differential for eight or nine hour shifts (five hours for ten-hour shifts and six hours for twelve hour shifts); provided, however, that a nurse who was scheduled to work less than four hours on such day shall be paid for the nurse's regularly scheduled number of hours of work for reporting and not working through no fault of the nurse's own. The provisions of this Section shall not apply if Hospital makes a reasonable effort to notify the nurse by telephone not to report for work at least two hours before the nurse's scheduled time to work. It shall be the responsibility of the nurse to notify Hospital of the nurse's current address and telephone number. Failure to do so shall preclude Hospital from the notification requirements and the payment of the above minimum guarantee. If a nurse is dismissed and is not notified before the start of the next shift that she or he would have

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otherwise worked, she or he shall receive reporting pay of four, five or six hours pay in accordance with the provisions of this Section.

E. The Hospital will attempt to schedule all nurses who indicate such a preference so that they have every other weekend off. This expectation of bi-weekly weekend availability applies to all nurses with a job code in an acute care area (including medical-surgical, ICU telemetry, FI and ED) regardless of whether they work part-time in other hospital areas. If there are insufficient volunteers to cover weekend shifts, each nurse may be expected to work up to two weekends (four shifts) per four week schedule period. Nurses who work additional qualifying weekend shifts within each four-week schedule period will receive \$65.00 for each additional shift (or any part of a shift) on a Saturday or Sunday. ~~The bonus of this section is paid for a qualifying third or fourth weekend shift (or partial shift) per pay period.~~ If a nurse specifically requests to work a weekend shift or a specific work schedule that includes additional weekend shifts, the shift does not qualify for this weekend bonus.

F. Except in cases of emergency, nurses will not be asked to work two consecutive shifts.

G. A bargaining unit nurse held more than two (2) hours beyond the end of a scheduled shift who is scheduled to begin another shift less than ten (10) hours after the nurse is relieved from duty may request relief from at least the first two (2) hours of the nurse's next scheduled shift assignment, or in accordance with applicable law. When the nurse requests such relief before departing the building, the Hospital will make every reasonable effort to accommodate the nurse's request.

H. Staff Meeting Attendance. Attendance to department staff meetings shall be made available by phone. If a nurse is not able to attend a staff meeting in person, the nurse may attend by phone unless the staff meeting contains a "hand's on" training component, in which case all nurses must attend in person. For staff meetings that do not contain a hand's on training component, a nurse who attends by phone will receive full credit for attending. Attendance at staff meetings, whether in person or by phone, will be paid time.

ARTICLE 8 - EMPLOYMENT STATUS

A. Hospital Rights. The Hospital shall have the right to hire, promote and transfer nurses subject to the provisions of this Agreement. The Hospital shall discipline, demote, suspend or discharge an employee for just cause.

B. Nurse Probationary Period. A nurse employed by the Hospital shall not become a regular employee until the nurse has been continuously employed for a period of three months probationary period, which includes two or three weeks orientation. An evaluation will be furnished by the Unit Director of Nurses and the Supervisor under which the new nurse is working. During this time, if work is unsatisfactory, the nurse may be terminated. The Hospital may extend the nurse probationary period up to an additional 60 days with written notice to the probationary nurse and a copy to the ONA. If a nurse's probationary period is extended, a work plan shall be prepared before the end of the initial probationary period to help the nurse meet any deficiencies during the extension.

C. Notice of Nurse Resignation. All nurses regularly employed shall give Hospital not less than 14 calendar days' written notice of intended resignation. Failure to do so forfeits the right to accumulated vacation, holiday, and sick leave benefits.

D. Notice of Nurse Termination. Hospital shall give nurses regularly employed 14 calendar days' notice of termination of employment or, if less notice shall be given, then the difference between the number of days' notice given and the number of working days of advance notice herein required shall be paid to the nurse at the nurse's 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 gross violations of professional conduct.

E. Work Preference. Regular nurses shall have work preferences on the basis of seniority and skill and ability. The qualified senior nurse shall be given first opportunity to fill vacancies and shall be scheduled before less senior nurses, full time, and part time, respectively. In layoff situations, the least senior qualified nurse shall be the first to be laid off. Length of service, together with skill and ability in these specific areas, will be used, recognizing that the best interests of the patients is the primary consideration. Where skill and ability are equal, length of service shall prevail.

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F. Grievance Possibility. A non-probationary nurse who feels she or he has been suspended, disciplined, or discharged without proper cause may present a grievance for consideration under the grievance procedure.

G. Termination Interview. A nurse shall, if she or he so requests, be granted an interview upon the termination of the nurse's employment.

H. Personnel File. No material reflecting critically upon a nurse may be placed in the nurse's personnel files that the nurse has not had an opportunity to review. Nurses are entitled to prepare a written explanation or opinion regarding any critical material placed in the files. The explanation or opinion shall be attached to the material and included in the files for so long as the critical material is maintained in the nurse's personnel records.

Such material submitted for possible inclusion in the nurse's file shall consist normally of not more than two pages in total. The Hospital retains the right to delete from any submitted material items which the Hospital believes to be substantially inaccurate, defamatory or otherwise inappropriate as part of the Hospital file. Such deleted material shall be returned to the nurse with a copy to the ONA labor relations representative. Within fourteen (14) calendar days of the mailing of such deleted material, the nurse may submit revised material for possible inclusion in the personnel file. The Hospital may also delete from such resubmitted material items which the Hospital believes to be substantially inaccurate, defamatory or otherwise inappropriate as a part of the Hospital file. Such rejected material shall be returned to the nurse, with a copy to the ONA Labor Relations Representative. Within fourteen (14) calendar days of the mailing, the nurse may submit revised material for possible inclusion in the personnel file after consultation and review by the ONA representative. The Hospital may also delete from such resubmitted material items which the Hospital believes to be substantially inaccurate, defamatory or otherwise inappropriate as part of the Hospital file. Such rejected material shall be returned to the nurse. The Hospital will continue to recognize that the lack of misconduct for an extended period is a significant factor in determining "just cause" for discipline.

I. Performance Appraisal. The appropriate nursing manager will provide a formal performance evaluation for each bargaining unit nurse at least annually,

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providing feed-back and coaching to nurses as appropriate. The nursing manager may seek input from any source necessary to assist with an accurate assessment of the nurse's performance. The nurse shall sign the performance appraisal and that signature shall only indicate that the nurse has read the performance appraisal. A nurse will be provided a copy of the appraisal at the time she or he signs for it.

J. Job Sharing. The parties recognize job sharing as a potential tool in adapting work opportunities in the bargaining unit to the professional goals of RN's on a case-by-case basis. Nurses in a particular department may propose to nursing management the possibility of a job-sharing arrangement. Before such an arrangement may be finalized, the parties immediately involved will reduce to writing confirmation of the job-sharing which they have arranged.

The hospital's response to such proposals shall depend upon management's assessment of: the relative professional competencies and professional experience of the proposing RNs; and the specific professional expectations of the job involved. It is understood that the benefit status resulting during a job share for each nurse will be determined solely by each individual nurse's eligibility under the benefit standards in place. It is also understood that each participating nurse will be expected to continue to meet the competency and training requirements as established and maintained for other bargaining unit nurses. It is understood that job sharing is a special arrangement to be evaluated and maintained on a case-by-case basis. If either of the participating nurses or the hospital determines that continuation of an established job-sharing arrangement is no longer suitable, the arrangement may be terminated effective on not less than 14 calendar days prior written notice.

If the arrangement is terminated as a result of one of the nurse participants resigning from employment, the position hours previously shared may be covered by the remaining nurse partner until such time as the remaining nurse terminates the position or submits another job-sharing arrangement with a new nurse partner, or the arrangement is otherwise terminated under this Section.

A copy of any job-sharing agreement, as well as copies of any notice terminating such an agreement, will be mailed to the ONA.

ARTICLE 9 - LEAVES OF ABSENCE

A. Non-FMLA Leaves of Absence. Non-FMLA leaves may be taken for a period not to exceed 90 days, with prior written notice. All leaves must be approved by the unit/department director and is subject to MCMC's sole discretion unless federal or state law requires the leave. The calculation for the leave is based on a 12-month "looking forward" method, meaning that the first day of the 90 days starts on the first day of the leave and the nurse has up to 90 days for that leave. The nurse is not eligible to take another leave until 12 months after the first day of said leave. Leaves are considered periods of time off longer than two (2) weeks. These leaves are available for nurses who have a minimum of six (6) months of service at MCMC and any accrued PTO shall/may be taken for this type of leave, ~~but it is not required~~. Full-time nurse's benefits will be continued for this period of leave, not to exceed 90 days. Arrangements must be made for any benefit the nurse pays for with the Human Resources department prior to the leave beginning. The nurse may choose to pre-pay these benefits, pay for them with the use of PTO, or make payments each two (2) week period. Part-time nurses will need to pre-pay their benefits, or make payments for them not less than every two (2) week period. A nurse on a valid leave of absence of 90 days or less shall be reinstated in the nurse's previous position (including unit and shift), so long as the position has not been eliminated. If the leave is to exceed 90 days, the nurse's status will be adjusted to casual, and upon return from the leave, the nurse may bid for posted positions to increase their hours or status classification; provided, a status or position (including unit and shift) adjustment will not occur for leave covered by a nurse's available PTO and/or EIH within the provisions of Articles 3 or 4 of this Agreement.

B. Effect on Pay. Unless otherwise specified, leaves of absence will be granted without pay. Nurses shall use PTO or EIH, where applicable, while on authorized leave.

C. Effect on Benefits. A nurse will not lose previously accrued benefits as provided in this Agreement, but will not accrue additional benefits during the terms of a valid leave of absence. Benefits provided while on FMLA/OFLA will be in accordance with Hospital policy and applicable federal and state law.

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D. Approved Meetings. Leaves of absence with pay for attending meetings will granted on approval by the Hospital.

E. FMLA/OFLA Leaves of Absence. FMLA/OFLA leaves of absence shall be provided in accordance with Hospital policy and applicable federal and state law.

Nurses may choose to reserve up to thirty-six (36) hours of PTO for use after a parental leave under FMLA/OFLA.

F. Military Leave. Employees who are ordered to or volunteer for extended military training or active duty in the Armed Services shall be granted a leave of absence for the length of the service as required by applicable federal or state law. Military leaves for extended tours are without pay and no benefits shall accrue during the period of the leave except as may be required by applicable federal or state law. Nurses who are ordered to annual training may also take a leave of absence for such training. Nurses shall provide the Nursing Manager a copy of orders for military training within five (5) days after the nurse receives the orders.

G. Jury Duty.

1. A nurse who is called to perform jury duty will be permitted the necessary time off to perform such service and will be paid the difference between the regular rate of pay for the scheduled workdays missed and the jury duty pay received, provided that the nurse has made arrangements confirmed in writing with the nurse's supervisor in advance of jury service. This benefit shall be extended only to nurses who are called, not nurses who volunteer, and shall be limited to a maximum of 30 working days per year. The nurse must furnish a signed statement from a responsible officer of the court as proof of jury service and jury duty pay received. When a nurse is on jury duty, for purpose of rates of pay the nurse shall be assumed to have worked on the day shift Monday through Friday. A nurse who was regularly scheduled to work Monday through Friday will not be shifted involuntarily to weekend work when she or he is on jury duty. A nurse shall report for work if four or more hours of

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the nurse's shift remain at the end of jury service for the day. A nurse assigned to the evening or night shift shall be excused from work for each workday during which the nurse performs at least four hours of jury service. Jury service shall include time spent reporting and being held at the courthouse for availability.

2. If a nurse is required to testify on behalf of the Hospital, the nurse will be compensated for all time spent in official trial proceedings and will be reimbursed for reasonable travel and meal expenses incurred.

H. Educational Leave. Educational leave for periods of up to one year may be granted as approved by the Chief Nursing Officer~~Director of Nursing Services~~ with the understanding that positions for nurses on leaves in excess of three months will not be kept open. Reemployment of nurses on leaves of absence in excess of three months shall be conditioned on the first available vacancy.

I. Nurses returning from a non-FMLA/OFLA leave of absence of more than 30 calendar days will provide at least 20 calendar days' notice so that the Unit~~Department~~ Director can do appropriate scheduling. Since schedules are normally posted by the 15th of the month, requests for return from leave of absence should be submitted to the Unit~~Department~~ Director by the 10th of the month preceding the month in which the nurse wishes to return to work.

ARTICLE 10 - HEALTH AND WELFARE

A. Flexible Benefit Plan. Eligible employees will participate in the Hospital's Flexible Benefit Plan which currently includes:

- Core Benefits: MCMC's Core Life Insurance, Health, Vision and Core Dental Plan, and Hospital contributions to 401 (k) Plan, plus Flexible Spending Account (FSA).
- Optional Benefits: Additional Life Insurance, Short and /or Long-term Disability Plan, and 401 (k) Plan.

The Core benefits are provided by the Hospital to eligible full-time nurses. Eligible regular part-time core nurses, with at least 40 hours scheduled each pay period and who have not elected to receive the 13% premium in lieu of benefits, may participate in the Hospitals Core and Optional Benefits at the part-time rate. Part-time non-core nurses, and any part-time nurse who has elected to receive the 13% premium in lieu of benefits, are not eligible to participate in the Hospital's Core benefits.

The Hospital will contribute as described below for the health and vision components of the Core Benefits described above.

For Plan Years ~~2019-2016~~, ~~2020-2017~~ and ~~2021-2018~~, the Hospital will base its contributions and the employee's contribution for the health and vision components of the Core Benefits (standard plan) described above on the premium sharing arrangement described and reflected in the percentages described in the table below:

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<u>Level</u>	<u>Monthly Hospital Contribution</u>		<u>Monthly Employee Contribution</u>		<u>Total Monthly Cost</u>
	<u>Full-time</u>	<u>Part-time</u>	<u>Full-time</u>	<u>Part-time</u>	
Employee only	85-100%	67%	0-15%	33%	100%
Employee & Spouse	80%	74%	20%	26%	100%
Employee & Child(ren)	80%	71%	20%	29%	100%
Single Employee & Child(ren)	83%	74%	17%	26%	100%
Employee & Family	77%	74%	23%	26%	100%

The Hospital may offer plans in addition to the standard plan, at different contribution rates. Participation in plans other than the standard plan shall be voluntary.

Eligible employees may use the Hospital's flexible credit contribution toward the employee cost for Core or Optional Benefits. In addition, the Hospital continues the Section 125 plan which employees may elect to fund with pre-tax dollars for uses permitted by the IRS.

B. Future Modifications. It is recognized that the Benefit Plans described above have been put together by the Hospital and professional consultants for the benefit of all Hospital employees. The parties further recognize that with the rapidly evolving conditions in health care it is not possible to anticipate the future details of plan benefits or problems. The Hospital may revise its terms to accommodate changing conditions or the interests of the users. In no case, however, will the Hospital's contribution for benefits (standard plan) under the plans drop below the equivalent of \$78,000 annually for a full-time nurse, although the level of benefits under the plan may be altered to provide varied benefits. Under either case, the Hospital will pay 85-100% of the cost for coverage for core or basic benefits (standard plan) for full-time nurses for health, dental, vision, and life insurance. Before a substantive change in the plans as

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currently described is effective, the Hospital will provide the Association two comment opportunities by prior written notice (usually at least 90 calendar days and 60 calendar days prior to implementation) to allow the bargaining unit an opportunity to discuss any proposed revisions in the Benefit Plans. In addition, any proposed changes will be submitted for review and comment by the Health Plan Advisory Committee (HPAC). The Hospital will give meaningful consideration to input received from the bargaining unit, the HPAC, and other commentators, before management makes final decisions regarding the redesign of health care benefits. The final design of the plan is recognized as a management responsibility, not subject to substantive review by the grievance and arbitration process of the labor agreement. Any revised plan will be the same for non-unit Hospital employees as for bargaining unit employees. Any revised plan will afford to regular part-time core nurses who have not elected to receive the 13% premium in lieu of benefits the opportunity to purchase coverage.

C. Discounts. Nurses, their lawful spouse and dependent children shall be given a courtesy discount of 20% on any Hospital bill incurred at MCMC, less the amount paid by insurance and co-pay. Recognizing that employee family relationships are not always evident at the time of purchase, the nurse should discuss the discount with Patient Accounts where necessary to facilitate accurate billing. All nurses and their dependents may purchase pharmaceuticals from the Hospital pharmacy during normal pharmacy working hours. Pharmacy charges may be handled through automatic payroll deductions. Pharmaceuticals not covered by the MCMC medical plan will be available at cost plus dispensing fee.

D. Tests. At the beginning of employment the Hospital shall provide a tuberculin test and, if necessary, a chest x-ray. Routine blood examinations, mammograms and urinalysis are permitted annually at no cost to the nurse. Routine blood examinations shall be defined as: Lipid A profile (triglycerides, HDL, LDL, Cardiac Risk Ratio), CBC and Glucose Test. Routine PSA tests are permitted annually at no cost to the male nurse.

The ONA endorses the concern of the Hospital and its nurses for the need to respect appropriate protocols in balancing the confidentiality concerns for patients

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and physicians with the health and safety concerns for hospital staff in dealing with infectious diseases.

To the extent expressly permitted by statute, regulation and case law, the Hospital shall disclose Hospital-run positive HIV results of patients to all nurses involved in the care of such patients. The Hospital shall also grant at no cost to the nurse HIV tests of the nurse as soon as practicable after the nurse informs the Hospital that she or he may have been exposed to the AIDS virus in the course of the nurse's duties. At the request of the nurse, a second test will be offered between four and seven months following the potential exposure to the AIDS virus.

The Hospital agrees to pay for the testing and immunization of nurses by the Hospital who request immunization against HBV virus in accordance with CDC guidelines.

E. Gloves. For those nurses who have demonstrated a sensitivity to latex products, the Hospital shall provide synthetic gloves for their use.

ARTICLE 11 - GRIEVANCE PROCEDURE

A. Duly authorized representatives of the Association shall be permitted at all reasonable times to enter the facilities operated by the Hospital for purposes of transacting Association business and observing conditions under which nurses are employed; provided, however, that the Association's representative shall, upon arrival at the Hospital, notify the Administrator or designee of the intent to transact Association business, and that visitations other than on the day shift shall be after notification in advance to the Administrator or designee during normal office hours. Transaction of any business shall be conducted in an appropriate location subject to general Hospital and clinic rules applicable to nonemployees and shall not interfere with the work of the employees.

B. In view of the importance of the operation of Hospital's facilities to the community, Hospital and Association agree that there shall be no lockouts by Hospital and no strikes [or picketing, sympathy strikes or picketing](#), or other interruptions of work by nurses or Association during the term of this Agreement.

C. Whenever a nurse feels dissatisfied in connection with the interpretation and application of the provisions of this Agreement, that nurse may present a grievance in accordance with the procedures set forth below. [A nurse grieving his/her termination may present the grievance directly to Step 2.](#)

D. Procedure for handling grievances:

Step 1. If a nurse has a grievance, the matter shall be reduced to writing indicating the nurse's statement of the dispute and identifying the provisions of the Agreement that have allegedly been violated. The grievance is waived unless it is presented to the nurse's Department Head in writing within 21 calendar days after occurrence of the facts which are the basis of the grievance. Grievances relating to pay will be timely if received by the [Chief Nursing Officer](#)~~Director of Nursing Services~~ within 21 calendar days after the payday for the period during which the grievance occurred. The Department Head or designee shall meet with the grievant and, at the grievant's option, one Association representative within seven calendar days of filing of the grievance. Together they shall attempt to resolve the grievance. The Department Head

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shall give a written decision to the grievant with a copy to the Association within 14 calendar days of the meeting.

Grievances properly filed under Step 1 involving the same issue in more than one department may be moved by the Chief Nursing Officer~~Director of Nursing Services~~ to Step 2 without a Step 1 meeting by written notice from the CNO~~DNS~~ to the ONA within seven days of filing of the grievance.

Step 2. If the grievance is not settled at Step 1, it may be appealed by delivery of written notice from the grievant or the Association to the Chief Nursing Officer~~Director of Nursing Services~~ within 14 calendar days from receipt of the written decision referred to in Step 1. The Chief Nursing Officer~~Director of Nursing Services~~ or designee shall meet with the grievant and, at the option of the grievant, a representative of the Association to attempt to resolve the grievance. The Chief Nursing Officer~~Director of Nursing Services~~ or designee shall give a written decision to the grievant with a copy to the Association within 14 calendar days after the meeting. If the parties are unable to resolve the grievance within three calendar days upon receipt by the Association of the written decision, the decision may be appealed by the grievant by delivery of written notice to the Hospital Administrator within 14 calendar days after receipt of the decision of the Chief Nursing Officer~~Director of Nursing Services~~.

Step 3. The Hospital Administrator or designee shall meet with the Association representative within 14 calendar days of the receipt of the appeal and together they shall attempt to resolve the grievance. If the parties are unable to resolve the grievance, the Administrator or designee shall give a written decision to the Association representative within seven calendar days after the meeting.

Arbitration. If a grievance processed in accordance with the above procedure is not resolved to the satisfaction of the grievant, the nurse may, if the nurse has the written consent and representation of the Association, present the grievance to an impartial arbitrator if written notice is given to the Administrator within 14 days after receiving the Administrator's response to Step 3. Within 14 calendar days, the parties shall try to mutually agree upon selection of an

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arbitrator. If the parties cannot agree upon the selection of an arbitrator, the parties shall select an arbitrator from a list submitted by the Federal Mediation and Conciliation Service from among those on its panel of arbitrators. The request to FMCS for an arbitration panel shall ask the agency to provide a list of 11 candidates who have a primary business office in either Oregon or Washington. A selection from the panel shall be made within five days of receipt of the list. Selection of an arbitrator from the list may be by mutual agreement between the parties or by alternatively striking one name each from the list until one name is left. The first strike shall be determined by a coin flip. The arbitrator's decision shall be final and binding upon the nurse, the Association and the Hospital. The arbitrator shall have no authority to modify, add to, alter or detract from the provisions of the Agreement.

The termination of a nurse during the nurse's probationary period is not subject to the grievance procedure, although a nurse who has gained regular status may grieve a subsequent disciplinary probation.

The arbitrator's fee and incidental expenses shall be borne by the losing party as designated by the arbitrator. Either party may order a court-reported transcript, the cost of which shall be shared equally if both sides use the transcript.

The time limits contained in this Article may be extended by mutual agreement of the Employer and the Association confirmed in writing. Absent written mutual agreement, a grievance that is not timely is waived. Grievances may be, by mutual written consent of the parties, referred back for further consideration or discussion to a prior Step or advanced to a higher Step of the grievance procedure.

ARTICLE 12 — SENIORITY

A. Seniority shall mean the length of continuous employment by the Hospital in a capacity covered by this Agreement. A nurse who accepts a Hospital position outside the bargaining unit shall maintain seniority previously accrued in the bargaining unit. If the nurse later returns to a position covered by this Agreement, the nurse will not have accrued additional seniority while employed in a position outside the bargaining unit, but the nurse will resume accrual of seniority once returned to a bargaining unit position. For the purposes of low census and HCD rotation, seniority shall be recorded separately for full-time, part-time and casual nurses. Any regular part-time core nurse who has been scheduled to work ~~an average of~~ at least 4024 hours per pay period~~per week~~ for the prior six months will be considered to have full-time seniority from the nurse's original date of hire for low census purposes for so long as the nurse maintains a work schedule averaging 4024 hours per pay period~~week~~ for the prior six months. A casual nurse would not be considered to have part-time or full-time seniority without first bidding on and receiving a part-time or full-time position as defined in Article 1. Seniority is lost upon termination of employment, a layoff in excess of six (6) months, failure to report for work as scheduled after leave of absence, or failure to return from layoff upon recall.

B. Qualified senior nurses will be given first opportunity for advancement, transfer and shift preference (day, evening, night or variable) within the areas of experience and qualifications, provided the nurse has equivalent clinical experience or post-licensure clinical specialty education compared to other available candidates. The concept of permanent shifts is generally recognized by the parties as the norm, and nurses will not regularly be scheduled to work different shifts without mutual agreement of the Hospital and the nurse involved. It is understood that regular additional nursing hours to be consistently available will be posted for bid consistent with this Article before being assigned. If, in order to augment hours, a nurse successfully bids on hours on a different shift, such arrangement shall last until the nurse (1) elects to reduce hours with appropriate notice, or (2) successfully bids on another vacancy or new position. Nurses may consent to be scheduled to work different shifts.

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C. Scheduling of Variable Shifts. For units that use self-scheduling, the Hospital will endeavor to award preference for shifts (day, evening or night) based on seniority, provided however that the nurses have equivalent qualifications, clinical experience and/or post-licensure clinical specialty education. The parties agree that appropriate skill mix and safe patient care shall take priority over seniority in all situations. In addition, the use of seniority may not result in a nurse being required to work different shifts (day, evening or night) in the same workweek, absent mutual agreement.

DG. The nurse who desires to change shifts or to move to another nursing service department in the Hospital shall make the nurse's desires known in writing to the individual designated by the Chief Nursing Officer~~Director of Nursing Services~~, who shall retain such request for subsequent consideration when such an opening occurs. Similarly, a part-time nurse who wants to qualify as a 24-hour nurse under Section A above shall inform the individual designated by the Chief Nursing Officer~~Director of Nursing Services~~ who shall attempt to implement the request as openings occur.

EE. All vacancies and new positions shall be posted for 10 calendar days prior to filling. Notice of job posting shall include qualifications for the job, approximate hours of work including current call expectations, days off, designation as a temporary or regular position, shift times to be worked and rate of pay. In situations involving emergency staffing needs, the Hospital retains the right to assign interim scheduling without posting the position. All regular staff positions will be posted for ten (10) calendar days. The parties agree that nurses employed in variable shifts shall not be more than 35% of the nurses employed in a single unit, excluding the float unit where all nurses are employed in variable shifts.

EE. Layoffs. In the event of a layoff of more than 10 days, the following will apply: Casual nurses shall be laid off first. Then, if necessary, bargaining unit nurses will be laid off by order of seniority (without regard to part-time or full-time status). A nurse may be retained out of sequence of seniority if nurses with greater length of employment cannot meet the unit-specific competency standards with one week of orientation.

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Recall. Nurses shall be recalled in the reverse order of layoff. It is recognized that in exercising seniority in situations of layoff or recall, a nurse must be willing to work the available shift and hours. The consolidation of part-time and full-time nurses to one list for purposes of layoff and recall is not a limitation on the Hospital's right to determine appropriate staffing strategies under the prevailing conditions, within the provisions of this agreement. For example, if the shift available under the staffing strategy established by the Hospital is a full-time position and the senior nurse on the recall list has been part-time, the senior nurse may elect to accept the available full-time shift and hours offered by the Hospital or pass the opportunity to the next senior nurse. A nurse electing to pass on an available position may bid on the next available opening.

GF. Low Census. In assigning low census, nursing management will assess patient needs and staff skill level and will ensure the staff remaining on duty are competent to provide all manner of care needed for that unit (i.e., pediatric care, chemotherapy care). The designated resource nurse (or "Charge Nurse" in some units) and/or specialty trained nurse, independent pediatric nurse, chemotherapy nurse or labor nurse may be by-passed for low census to maintain optimal patient care, if necessary to maintain appropriate standards of patient care. When a low census occurs, nurses working at an overtime or premium rate will be relieved from work first. After that, employees may be requested not to work a scheduled shift as follows:

1. Volunteers on the unit with low census, then,
- 1b. Agency or traveler nurses, then,
- 1c. Casual nurses, then,
- 1d. Part-time non-core nurses, then,
- 1e. If insufficient non-core part-time and casual nurses are available, low census days will be assigned in rotation among regular part-time core and full-time nurses, progressing through the shift roster for the nursing unit. It is further agreed that nurses regularly scheduled to work the 11-7 shift on a 3/5 schedule will be considered regular part-time core nurses.

The assigned rotation will be based on the number of HCD hours each nurse on the affected shift and unit has lost due to low census in the preceding six months.

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1f. Where low census is assigned involuntarily outside of rotation because of assessed current and anticipated immediate patient needs and nurse skill/competency, the disfavored nurse may request access to training opportunities which will reduce the likelihood of similar experience in future assignments of involuntary low census.

2. If the Hospital determines a nurse is needed to remain on standby for the nursing unit, the standby assignment shall be first offered to the most senior nurse who is receiving a low census day from that unit. If two or more nurses from a unit must be placed on standby during a shift, the affected nurses will be notified at the time of the standby assignment of their order of recall for callback.

3. If the distribution of low census days among the bargaining unit becomes inequitable, the Hospital will meet with affected RNs and an ONA representative to consider options including permanent staff adjustments; provided, however, it is understood that the Hospital's decision under this Section is not subject to arbitration.

4. In order to minimize disruption and accommodate individual preferences, a list will be maintained whereby nurses can request low census days off. The rotation of low census will be recorded by the shift supervisor as the basis for determining which nurse(s) will next receive low census time.

5. A list indicating the pending rotation of HCD vulnerability will be posted in the scheduling book for each department or nursing unit. Each RN may participate in maintaining accurate data regarding the nurse's HCD hours in the scheduling book.

6. It is the nurse's responsibility to discuss a perceived error in HCD call-off with the Director or Supervisor at the time of call-off or as soon as the nurse becomes aware of the perceived error. Nurses who have missed a scheduled shift through some misapplication of the contract will have as their remedy priority as soon as practicable to an additional work opportunity in the

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same unit and on the same shift normally worked when practicable. In no case will the hospital be required to pay an employee for a missed work opportunity.

7. For purposes of HCD rotation only, Float Pool nurses will be assigned a home unit and will participate in HCD rotation in that unit only.

HG. Status Change. When nurses progress upward from part-time to full-time status, their seniority shall be calculated by computation of the number of hours they have worked and their date of employment adjusted (for this purpose only) to reflect their new seniority level. No adjustment in seniority shall be made when a nurse moves downward from full-time to part-time.

IH. A seniority list shall be maintained and shall be mailed to the Association 15 days after execution of this Agreement and semiannually thereafter from the anniversary date of this Agreement. Semiannual updates shall be provided the bargaining unit officers and Association. Solutions to seniority questions arising during a given month shall be based on relative seniority status as of the end of the prior calendar month.

ARTICLE 13 - PROFESSIONAL DEVELOPMENT

A. Hospital shall provide counseling and evaluations of the work performance of each nurse covered by this Agreement not less than once per year.

B. In the event that a nurse attends in-service or continuing education functions where attendance is mandatory outside the nurse's normal shift, the nurse will be compensated for the time present at such functions at the nurse's established straight-time hourly rate. In-service will be made available to all shifts. Where practicable, in-service will be scheduled for the nurse's regularly assigned shift.

C. Paid educational leave not to exceed 1600 hours per year for the bargaining unit shall be budgeted for educational training exclusive of in-service. Subject to administrative approval, nurses may apply for such training courses or workshops which are relevant to their position in the Hospital. Such requests shall be submitted directly to the Hospital Administrator. The nurse shall receive such administrative approval or denial within seven calendar days of submitting the written request. Nurses may apply for paid educational leave for actual work hours lost to attend approved sessions. Nurses will be paid for the time spent in educational training. A nurse regularly scheduled 12 hours who misses a scheduled shift to attend a conference will receive 12 hours of credit towards full-time or part-time status while receiving pay for the time spent in the training session. A 12-hour nurse reimbursed up to eight hours for a day of educational leave may request an opportunity to work an extra four-hour shift in the pay period, which request shall be approved if the requested time is available within the hospital's staffing needs. Notice of such educational opportunities shall be posted. The Hospital will continue its practice of reimbursing nurses on prior approval for reasonable travel and subsistence expenses. The spirit and intent of the provision shall be to give the nurses covered by the Agreement an equal opportunity to upgrade their professional skills. Upon request from a nurse in the unit, the Unit Director ~~or Nursing Services~~ will make available the record of utilization and the balance of the days available for professional development.

To be eligible for paid educational leave, nurses must attend 66 percent of the department meetings and Unit~~Department~~ Director in-services which have been

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designated as "required" by their UnitDepartment Director, provided that these department meeting times are posted with the regular monthly schedule. If a nurse is on duty during the presentation of a department meeting or required UnitDepartment Director in-service and cannot be relieved to attend, the nurse shall receive credit towards the 66 percent requirement for such meetings or in-services, so long as the nurse reads and initials a copy of the minutes of the missed in-service. For nurses scheduled to work on night shift, if the only available staff meeting falls either before or after their scheduled shift, reading and initialing the minutes will count toward attendance at the meeting for the purpose of meeting the 66 percent requirement. In implementing this requirement the Hospital shall count only in-services scheduled after the ratification date of this Agreement or the nurse's date of hire. This calculation shall be based on the prior calendar year. The Hospital shall post in-service opportunities at least two weeks in advance and shall schedule alternative dates for each in-service in order to increase a nurse's opportunity to attend. In-services falling within the above requirement shall be designated as "required in-services" at the time of posting. In addition, to be eligible for paid educational leave, a nurse must have completed in the prior calendar year all annually required nursing certifications, mandatory annual training, and mandatory training specified in his/her job description(s).

A nurse whose request for paid educational leave has been initially denied may request review of the initial decision within five calendar days of its receipt by written request to the Best Practices Planetree Education Committee (or its subsequent equivalent). If the Best Practices Planetree Education Committee is not meeting on a regular basis, any written request for review can be taken to the Chief Nursing OfficerPNGC Committee. The review committee will issue its decision within five calendar days of receipt of the nurse's request for review. If the nurse is dissatisfied with the review committee's decision, the nurse may request that the committee's decision be reviewed by the Hospital Administrator by written request within five calendar days of the committee's decision. The Administrator (or designee during any extended absence from the Hospital) will respond to the nurse's request for review within seven calendar days. The Administrator's decision shall be final and binding and not substantively reviewable through the grievance and arbitration procedure.

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D. Paid educational leave shall be subject to administrative approval. Upon return from approved educational leave, the nurse shall, upon request, make a written or oral presentation to the nursing staff.

E. In pursuit of the shared commitment to professional development of RNs, the parties agree to the following goals ~~effective January 1, 2002:~~

1. The Hospital will provide on-site access at least once each calendar year to training leading to certification in ACLS and PALS for RNs who register a request for such training. Such requests may be submitted by RNs to their nursing unit manager.

2. The Hospital will expand its program to provide nursing skill labs which are specific to the professional demands in each unit, with a goal of providing not fewer than two such skill labs in each nursing unit each calendar year.

3. The Hospital will form a task force which will include each nursing unit manager and one bargaining unit RN regularly working in the unit. The task force will recommend additional topics for on-site training which may include topics such as:

emergency deliveries, psychiatric emergencies, pediatric trauma, advanced trauma, cardiac and respiratory emergencies, substance abuse, diabetes and pharmacy.

~~4. Each bargaining unit nurse will bring a copy of the nurse's current license from the State Board of Nursing to the nurse's annual performance evaluation conference.~~

ARTICLE 14 - PROFESSIONAL NURSING CARE COMMITTEE

A. The General Duty Unit of Hospital shall elect from its membership not to exceed one member from each nursing unit who shall constitute the Professional Nursing Care Committee.

B. This committee shall meet not more than once a month, but at least quarterly, at such times so as not to conflict with routine duty requirements. Each committee member shall be entitled to one paid hour per month at the nurse's regular straight-time rate for the purpose of attending committee meetings.

C. The committee shall prepare an agenda and keep minutes for all of its meetings, copies of which shall be available to the [Chief Nursing Officer](#)~~Director of Nursing Services~~.

D. The committee shall consider matters which are not proper subjects to be processed through the grievance procedure, including the improvements of patient care, nursing practice, staffing and professional development.

E. The committee may from time to time invite the [Chief Nursing Officer](#)~~Director of Nursing Services~~ to its meeting at mutually agreeable times for the purpose of exchanging information or to provide the [Chief Nursing Officer](#)~~Director of Nursing Services~~ with recommendations on pertinent subjects.

F. Hospital recognizes the responsibility of the committee to recommend measures objectively to improve patient care and will duly consider such recommendations and will so advise the committee of action taken. The Hospital will respond in writing to written recommendations from the committee in a timely fashion.

G. The PNCC shall appoint two registered nurses from the bargaining unit (who may be members of the PNCC) to be regular members of the Hospital Safety Committee, or any other employee or joint management/employee committee concerned with employee or patient safety issues arising in the Hospital.

ARTICLE 15 - STANDBY/ON CALL

A. A nurse on standby status will be paid \$4.75 per hour (\$5.25 for holidays) for time spent on standby.

The standby rate for OR and PACU nurses assigned to standby/on-call will be \$5.75 per hour (including holidays).

Home Health nurses who take on-call duties on the weekend, while also working a regular shift, will receive charge nurse pay for the hours during which they are doing both.

B. Time actually worked on standby call-back on any call day shall be paid at one and one-half times the nurse's regular hourly pay with a minimum of two hours.

C. The minimum call-back will be two hours which will be paid and worked. A nurse whose primary assignment has been completed before the end of two hours may request to be relieved. If the nurse's request for early release is granted, the nurse shall be paid for the call time actually worked.

D. The stand-by time and eligibility for stand-by and call-back pay shall begin at the commencement of the shift for which the nurse is on stand-by. It is understood that stand-by pay terminates when a nurse reports for work. When a nurse is placed on stand-by for a previously scheduled shift, any call-back pay will be owed only for hours worked during the period for which the nurse was assigned stand-by status.

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ARTICLE 16 - FLOATING/ AND NEW NURSE ORIENTATION

It is the mutual goal of the parties to achieve and maintain high quality patient care and to utilize the capabilities, common knowledge and talents of the nurses to their fullest potential and to minimize disruption in the continuity of patient care. Therefore, no nurse shall be required to float or to be assigned to any unit without proper orientation to that unit. Moreover, each nurse who floats or is transferred to another unit following a job bid shall be given at least the equivalent of a normal workweek (36 hours for 12-hour shifts; 40 hours for eight (8) or ten (10) hour shifts) of comprehensive orientation, and more as required by the individual skills and assignments of the nurse, without a patient load prior to being assigned to work as the only nurse on a unit. New hire nurses shall be given at least the equivalent of two normal workweeks (72 hours for 12-hour shifts; 80 hours for eight (8) or ten (10) hour shifts) of comprehensive orientation, and more as required by the individual skills and assignments of the nurse, without a patient load prior to being assigned to work as the only nurse on a unit.

New hires who are also newly graduated RNs will not be considered an element of the staffing complement at any level of a unit before they have completed their orientation to that unit. If required to float to another unit on which the nurse has not worked during the previous 12 months, the nurse will work in an assisting rather than an independent role. A nurse expecting the possibility of floating to another unit on which the nurse has not worked during the prior 12 calendar months may request a refresher reorientation to the unit which may be streamlined as appropriate to the experience and skill level of the nurse. This minimum orientation period (equivalent to a normal workweek as defined above) may be waived by the nurse when the nurse feels qualified to assume the responsibility with less orientation. It is understood, however, that refusal to float after proper orientation may result in appropriate discipline.

The parties agree that notwithstanding the foregoing, nurses shall be expected to maintain proper orientation to float within their scope of practice and competency within the following float pod:

Critical Care (Telemetry and ICU), Acute Care, First Impressions (mother/baby care), Same Day Surgery, and mPower.

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The Director of each nursing unit (~~EDR~~, Critical Care, Acute Care, First Impressions, Endoscopy, ICU, Med-Surg, Recovery, Same Day Care~~OB~~) that uses float nurses will develop a practical topical list of nursing duties generally expected of nurses working in that unit.

At the beginning of the shift, upon shift assignment, floating will be assigned to qualified Clinical Float nurses first, and then to qualified volunteers and then as determined in unit specific rotation. Nurses will not be floated by the Hospital to cover a nurse in another unit who voluntarily requested to be placed on call unless the volunteering nurse has obtained the agreement of the nurse to be floated. The designated resource nurse and/or specialty trained nurse (independent pediatric, chemotherapy, or labor nurse, etc.) may be by-passed for floating turn to maintain optimal patient care in a department.

Should a nurse transfer to take a permanent position in a new unit, they shall receive appropriate precepting as determined by management. The PNCC shall be allowed to provide recommendations for precepting.

ARTICLE 17 - SEPARABILITY

A. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government relations or decree, such decisions 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. In the event of such invalidation, the parties shall meet to negotiate in good faith appropriate modifications. Absent agreement, the matter is deferred to the next contract negotiations and is not subject to the arbitration provisions of this agreement.

B. All provisions contained in this Agreement are subject to government review and approval under applicable economic controls, laws and regulations.

ARTICLE 18 - SUCCESSORS

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

ARTICLE 19 - DURATION AND TERMINATION

A. This Agreement shall become effective with the first pay period following July 1, ~~2015~~, and shall remain in effect until June 30, ~~2021~~~~2018~~, and annually thereafter unless either party hereto serves notice on the other of their intent to amend or terminate the Agreement as provided in this Article.

The parties agree on request from either party to be reasonably available after December 31, ~~2020~~~~2017~~, to begin bargaining the next contract, with a mutual goal of reaching a successor agreement on or before expiration of this contract on June 30, ~~2021~~~~2018~~.

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B. If either party hereto desires to modify or amend any of the provisions of this Agreement, it shall give written notice to the other party not less than 90 days in advance of June 30, ~~2021~~2018, or any June 30 thereafter that this Agreement is in effect.

C. If either party hereto desires to terminate this Agreement, it shall give written notice to the other party not less than 90 days in advance of June 30, ~~2021~~2018, or any June 30 thereafter that this Agreement is in effect.

ARTICLE 20 - APPENDIX

Appendix A is intended to be part of this Agreement and by this reference is made a part hereof.

ARTICLE 21 - MANAGEMENT RIGHTS

A. This contract acknowledges that the Hospital through its governing body has the trusted obligation to provide certain medical and treatment services, and related health care within its community. Additionally, Hospital strives to provide a high level of service at reasonable cost while discouraging the duplication of facilities and other extraneous services which could lead to unnecessary and additional expenses to patients.

B. In order to carry out this trusted obligation, the Hospital reserves the exclusive right to exercise the customary functions of management, including but not limited to the right to administer and control the premises, utilities, equipment and supplies; the right to select, hire, promote and demote, suspend, dismiss; assign and reassign, supervise and discipline employees, to determine hours of employment, to transfer employees within and between departments; to formulate and modify job classifications and job evaluations; to determine and change the size, composition and qualifications of the work force, to establish, change, modify and abolish its policies, practices, rules and regulations; to determine, modify and change methods and means by which the Hospital operation is to be carried on, and to determine the appropriate duties of employees in meeting those needs and requirements, and to do those things

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necessary to carry out all ordinary functions of management except as these matters are specifically referred to in this Agreement.

IN WITNESS WHEREOF Hospital and Association have entered into this Agreement as of the _____ day of _____ ~~2015~~.

OREGON NURSES ASSOCIATION

By: _____

Amber Cooper

Labor Relations Representative

MID-COLUMBIA MEDICAL CENTER

By: _____

Dennis Knox or designee

President/CEO

APPENDIX A

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

1. Hourly Rates.

The resulting wage rates set forth in the agreement shall appear as follows: Effective on ratification 1%; 1/1/19 1%; 7/1/19 2%; 7/1/20 2.5%.

	<u>Previous</u>	<u>2018 upon ratification (1%)</u>	<u>1/1/2019 (1%)</u>	<u>7/1/2020 (2%)</u>	<u>7/1/2021 (2.5%)</u>
<u>Start</u>	<u>34.43</u>	<u>34.77</u>	<u>35.12</u>	<u>35.82</u>	<u>36.72</u>
<u>after 1 yr</u>	<u>35.44</u>	<u>35.79</u>	<u>36.15</u>	<u>36.88</u>	<u>37.80</u>
<u>2 yr</u>	<u>36.50</u>	<u>36.87</u>	<u>37.23</u>	<u>37.98</u>	<u>38.93</u>
<u>3 yr</u>	<u>37.63</u>	<u>38.01</u>	<u>38.39</u>	<u>39.15</u>	<u>40.13</u>
<u>4 yr</u>	<u>38.76</u>	<u>39.15</u>	<u>39.54</u>	<u>40.33</u>	<u>41.34</u>
<u>6 yr</u>	<u>39.95</u>	<u>40.35</u>	<u>40.75</u>	<u>41.57</u>	<u>42.61</u>
<u>8 yr</u>	<u>41.15</u>	<u>41.56</u>	<u>41.98</u>	<u>42.82</u>	<u>43.89</u>
<u>10 yr</u>	<u>42.39</u>	<u>42.81</u>	<u>43.24</u>	<u>44.11</u>	<u>45.21</u>
<u>12 yr</u>	<u>43.69</u>	<u>44.13</u>	<u>44.57</u>	<u>45.46</u>	<u>46.60</u>
<u>14 yr</u>	<u>44.95</u>	<u>45.40</u>	<u>45.85</u>	<u>46.77</u>	<u>47.94</u>
<u>16 yr</u>	<u>46.30</u>	<u>46.76</u>	<u>47.23</u>	<u>48.18</u>	<u>49.38</u>
<u>18 yr</u>	<u>47.69</u>	<u>48.17</u>	<u>48.65</u>	<u>49.62</u>	<u>50.86</u>
<u>20 yr</u>	<u>49.11</u>	<u>49.60</u>	<u>50.10</u>	<u>51.10</u>	<u>52.38</u>
<u>22 yr</u>	<u>50.59</u>	<u>51.10</u>	<u>51.61</u>	<u>52.64</u>	<u>53.95</u>
<u>26 yr</u>	<u>52.11</u>	<u>52.63</u>	<u>53.16</u>	<u>54.22</u>	<u>55.58</u>
<u>30 yr</u>	<u>53.68</u>	<u>54.22</u>	<u>54.76</u>	<u>55.85</u>	<u>57.25</u>

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		After	After	After	After	After	After	After	After	After	After	After	After	After	After	After
	Start	1-yr	2-yrs	3-yrs	4-yrs	6-yrs	8-yrs	10	12	14	16	18	20	22	26	30
								yrs	yrs	yrs	yrs	yrs	yrs	yrs	yrs	yrs
										(former 15)						
Current Rates	32.77	33.73	34.74	35.81	36.89	38.02	39.16	40.34	41.58	42.78	44.06	45.38	46.74	48.14	49.59	51.08
[Update]																

Effective

7/1/15*	1%
7/1/16*	2%
7/1/17*	2%

~~*Increases shall be effective as of the first pay period following the indicated dates.~~

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2. Shift Differentials. The evening shift differential is \$2.25 per hour. The night shift differential is \$5.25 per hour. The evening shift differential shall be paid to shift employees for all hours worked between 3 p.m. and 11 p.m. The night differential shall be paid to shift employees for all hours worked between 11 p.m. and 7 a.m. Shift differential will not be paid to nurses held over after 3 p.m. from a day shift or starting before 7 a.m. on a day shift, unless the nurse works more than two and one-quarter hours beyond the nurse's regularly assigned shift, in which case the shift differential will apply for the hours worked outside the normal day shift. Night shift differential will not be paid to nurses held over after 11 p.m. from an evening shift, unless the nurse works more than two and one-quarter hours beyond the nurse's regularly assigned shift, in which case the night shift differential will apply for the hours worked outside the normal day shift.

In recognition that home health nurses operate in a different work environment than hospital nurses, home health nurses will be paid shift differential only for call back during assignments falling between the hours established for the evening and night shifts in the hospital (3 p.m. to 7 a.m.). However, home health nurses are not eligible for shift differential for any hours worked beyond their normally scheduled day shift even when such additional hours fall into the periods of evening and night shifts defined above.

3. Weekend Differential. Nurses working a regularly scheduled weekend shift (including nurses substituting on a regularly scheduled shift) will be paid a premium of \$1.00 for each hour worked, in addition to any other applicable differential or premium. (It is understood that shift and weekend premiums are not part of a nurse's regular straight-time hourly rate of pay.) The weekend shifts for purposes of this premium shall be a 48-hour period beginning on Friday at 7:00 p.m. and ending on Sunday at 7:00 p.m.

4. Preceptor Differentials. A nurse assigned to function as a preceptor for a student nurse will receive a Tier 1 preceptor differential of 50 cents per hour.

~~Effective the first pay period of the month beginning 90 calendar days after ratification, a~~ A nurse assigned to function as a preceptor for a new

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nurse (other than a student nurse) will receive a Tier 2 preceptor differential of \$2.00 per hour. In order to be eligible for the Tier 2 preceptor differential, the precepting nurse will be responsible for planning, implementing, documenting and evaluating with the appropriate nursing director the new nurse's performance during the preceptorship. Tier 2 preceptors will complete the preceptor competency provided by the Nursing Education Coordinator prior to receiving the Tier 2 differential.

5. Advanced Education.

a. Certification Differential.

Nurses who have obtained one or more national certifications recognized by the Hospital as listed below who remain eligible as described below will be paid a differential of \$2.00 per hour in recognition of their additional training. At the time of ratification, the Hospital recognizes the following certifications for purposes of the certification differential:

First Impressions:

IBCLC: International Board Certified Lactation Consultant

RNC-OB: Registered Nurse Certified in Inpatient Obstetrics

Surgical Services:

CNOR: Certified Operating Room Nurse

CPAN: Certified Postanesthesia Nurse

CAPN: Certified Ambulatory Perianesthesia Nurse

Celilo:

OCN: Oncology Certified Nurse

CCU:

CCRN: Certification in Critical Care Nursing

PCCN: Progressive Care Certified Nurse

ED:

CEN: Certified Emergency Nurse

CPEN: Certified Pediatric Emergency Nurse

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Endoscopy:

CGRN: Certified Gastroenterology Registered Nurse

Acute Care:

CMSRN: Certified Medical-Surgical Registered Nurse

CPN: Certified Pediatric Nurse

ONC: Orthopaedic Nurse Certified

Wound Care and Visiting Health:

COCN: Certified Ostomy Care Nurse

CWCN: Certified Wound Care Nurse

CWOCN: Certified Wound, Ostomy, Continence Nurse

WCC: Wound Care Certified

WOCN: Wound, Ostomy and Continence Nurse

mPower:

CRRN: Certified Rehabilitation Registered Nurse

RNs who complete a nationally recognized certification identified in the list above may submit for approval a request to be reimbursed by the Hospital for course and testing costs incurred to achieve the certification up to an annual maximum of \$300 per RN. In addition, RNs who have achieved a nationally recognized certification will be reimbursed by the Hospital for course and testing costs up to a maximum of \$300 in any year in which the nurse renews the nationally recognized certification. Such requests will be approved by the Hospital if the course and test would qualify the RN for the national certification differential as described below.

A bargaining unit nurse will maintain eligibility for the certification differential if the nurse places on file with the hospital a copy of the currently recognized and unexpired certification described above. In order to be recognized for the certification differential, the certification must apply to an area of the hospital where the nurse works a significant number of hours. A nurse will be understood to have worked a significant number of hours in an area if at least one-half of the nurse's scheduled hours for the prior four (4) scheduling periods are for assignments in that area. A nurse who fails to work a qualifying number of hours but nonetheless considers the nurse's

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time available to the certified area to be substantial may petition for an award of eligibility, to be determined in the Hospital's discretion.

As nursing practices and available training evolve, on the recommendation of the PNCC or otherwise, the Hospital may in its discretion specify additional areas and certifications for which the certification differential may be available.

b. BSN/MSN Differential.

Effective October 1, 2015, any nurse who has or obtains an advanced degree in nursing (BSN or MSN) shall be paid a differential of \$1.00 per hour. It shall be the nurse's responsibility to provide appropriate documentation to the Hospital, and the differential shall begin within thirty (30) days after the Hospital receives such documentation from the nurse.

6. Charge Premium. The charge premium of \$1.00 per hour (\$2.00 effective upon ratification of 2018-2021 CBA) will be paid to a nurse who is designated in writing by the unit manager to have responsibilities for coordinating unit staff and activities related to patient care and patient care assignments. The selection and the assignment of the charge nurse differential shall be at the sole discretion of the unit nursing manager. It is understood that any relief charge nurse identified in writing by the unit manager shall be entitled to the charge differential when carrying out such assignments in the absence of the charge nurse.

7. Clinical Support Differential. A position of Clinical Support Nurse has been implemented. Nurses filling this position will be assigned to the House Supervisor for deployment as deemed appropriate by the House Supervisor during the shift. The Clinical Support Nurse will be assigned to provide patient care based on patient acuity, available nursing staff and available nursing staff competencies. Nurses scheduled as Clinical Support Nurses for a shift will be paid a differential of \$2.00 per hour following a successful bid to an open position and certification of their competency to serve in the position. Such certification shall follow their satisfactory orientation to each care-giving department of the Hospital. Clinical Support Nurses will not be subject to low census because of their direct responsibility to the House Supervisor. Clinical

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Support Nurse positions will be filled pursuant to the bid process anticipated by Section B of Article 12 (Seniority).

8. Medical Interpreter Differential. A nurse who has received “Qualified” Medical Interpreter or “Certified” Medical Interpreter status, as defined by Oregon Health Authority regulations and MCMC policy, shall receive a differential of \$3.00/hour only during the time in which they are performing Medical Interpreter duties for MCMC, as defined by Oregon Health Authority regulations and MCMC policy.

98. Extra Shifts Pay. As described in Article 6 (Scheduling), the scheduling cycle covers four weeks. Work schedules are prepared based on an attempt to match an RN's FTE status (described in Article 1 B) with anticipated staffing needs. Part-time and full-time nurses are generally penciled into the schedule according to their commitment of general availability reflected by their status. In addition, Casual nurses are expected to work at least two shifts per month and must be scheduled for these shifts before being eligible for Extra Shifts Pay.

To address possible shortfalls in available nurse hours, the Hospital commits to the following Extra Shift Pay Program. The program may be cancelled on at least 30 calendar days prior written notice if the Hospital determines the program is not addressing adequately its staffing needs. On written request received at least ten (10) calendar days prior to the end of the notice period from the ONA, management will meet within seven (7) calendar days to discuss its reasons for delivering such notice of termination and give serious consideration to any adjustments proposed.

The Extra Shift Pay Program is designed to encourage nurses to reach beyond their regular staffing commitment to work beyond, or in excess of, their normal hours during periods when there is a shortage of previously committed nurse hours. Any extra shift assignment accepted, including partial shifts, may be treated as an extra shift for qualifying purposes under this section.

On the sign-up schedule the nurse may sign up for extra shifts, and the manager will concur which shifts are extra beyond the nurse's regularly scheduled hours. The nurse will commit for extra shifts on the working schedule with the manager's agreement, and this commitment will be annotated on the working schedule.

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To be eligible for extra shift pay in any pay period, a nurse must work the nurse's regularly scheduled shifts; provided PTO which has been scheduled and approved under Section E of Article 3 in advance of the posting period will not disqualify a nurse from extra shift pay. If a nurse is placed on involuntary low census in the pay period during which they had signed up for an extra shift, they will receive the extra shift pay even though they haven't met their regularly scheduled hours for extra shift hours actually worked.

The Extra Shift Pay Program is for a designated shift posted as an Extra Shift on the schedule and for those shifts that open unexpectedly and are filled on very short notice. It does not apply to shift trades arranged between nurses.

1. Shift Commitments Made During the Sign-Up Period. Any nurse who commits to hours beyond the nurse's normal FTE commitment before the final schedule is posted on the 15th of the month will receive a premium of \$15 per hour for extra shifts committed and approved beyond the nurse's FTE.

2. Shift Commitments Made after the Final Schedule Has Been Posted. Nurses who commit to work extra shifts, after the final schedule has been posted on the 15th of the month, beyond the nurse's normal FTE commitment will receive a premium of \$8 per hour for extra shifts committed and approved beyond the nurses FTE.

If a regular nurse's FTE status is reduced or a regular nurse changes to casual status, the extra shift differential will be payable to the nurse only for extra shifts worked after the completion of 13 full pay periods following the nurse's FTE reduction or change in status

It is recognized that the Hospital will schedule such extra shifts based on management's assessment of patient acuity, available nursing skills, cost of services and seniority in the same manner that low census and HCD are rotated under Section A of Article 12 (full-time/part-time averaging 24 hours per week, then part-time, then casual). The Hospital will attempt in good faith to balance these competing interests. While its final scheduling decisions are subject to the grievance procedure of the contract, the remedy for a mis-assignment will be prospective access to future extra shifts rather than retroactive pay.

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Premium compensation paid under the Extra Shift Pay Program when a nurse works beyond his/her normal FTE will not be included in the nurse's regular rate for purposes of calculating overtime and will be paid in addition to earnings at the regular rate of pay once overtime has been calculated. It is understood the premium applies regardless of whether the hours worked under the Program constitute a full regular "shift," so long as the nurse works the hours assigned under the Program.

B. All part-time non-core nurses shall receive 13 percent above such hourly rates for each hour worked (not 13 percent on overtime rates but 13 percent for each overtime hour at straight-time rates) in lieu of all fringe or side benefits provided full-time nurses under this Contract. "Fringe or side benefits" shall include any benefit paid or recognized except hourly rates, daily or weekly overtime, and calendar year tenure increases.

A regular part-time core nurse may elect to receive the 13 percent premium in lieu of benefits, or to accrue benefits at the rates set forth in Article 3, Section D (PTO) and Article 4, Section E (EIH), and to be eligible for part-time medical, dental and vision benefits by written notice to the Human Resources Department at the time of hire or annually thereafter during the 30 calendar days prior to the nurse's anniversary date of hire.

C. A nurse temporarily assigned to a higher position shall be compensated for such work at no less than the minimum rate of pay applicable to the higher position or one step above the nurse's regular rate of pay, whichever is greater.

D. Merit raises. The Association recognizes this Contract to be the minimum standards of employment. This Contract should not be construed to limit management's rights to reward nurse's performance over and above the prescribed conditions called for in this Agreement. Any changes in existing benefits shall be negotiated with the Association.

E. Excluding nurses who have been inactive for more than 36 months prior to employment, all newly employed nurses may be placed on the salary schedule with recognition for substantially equivalent past acute care experience, as if such experience had been accrued at MCMC.

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F. Part-time Nurses. If a part-time nurse works 1,600 hours with no more than 60 consecutive days off within the nurse's calendar year, then that nurse is eligible for tenure increments.

A part-time nurse will move through the steps on the salary scale on the nurse's appropriate anniversary date of employment if the nurse has worked at least 1,600 hours per anniversary year since the prior step advancement. A nurse who has worked less than 1600 hours per anniversary year since prior step advancement as of the nurse's anniversary eligibility date will move to the next step at the first of the payroll period following the pay period in which the nurse's total hours worked in that step are the equivalent of at least 1,600 hours. Computation of 1,600 hours in the following years shall commence upon completion of the prior 1,600-hour requirement.

G. Continuing Education. Nurses must accumulate at least 20 hours of continuing education/department inservices annually, and must complete all mandatory education requirements in order to be eligible for movement to the next step set forth in Appendix A. It is understood that this requirement is stated as hours spent in credited activities rather than units of credit allowed for educational activities.

H. Pyramiding. The overtime and premium provisions of this contract will not be pyramided for any purpose in determining appropriate pay for time worked. Other than hours worked on a contract holiday, hours in a pay period for which a nurse has already received a rate of time and one-half or greater under the terms of this agreement (for example, call-back, daily overtime, or workweek overtime pay), will not be counted again for purposes of determining daily or workweek overtime pay.

LETTER OF AGREEMENT

Reduction of Hours

The parties agree to conduct a reduction of hours or layoff in the following manner:

1. After the decision is made on which hours or positions will be reduced the nurses filling those targeted positions will have four options: applying for open positions, displacing less senior nurses for like hours lost in positions for which the nurse is qualified to work after the usual orientation, reducing to casual status, or layoff. Displaced nurses have two days to exercise their options. If two or more nurses are affected, the most senior nurse will have first choice of available options and so on. Subsequently displaced nurses will follow the same procedure. A nurse being laid off will have the option of reducing to casual status or applying for an open position. This procedure will occur as needed to complete the hours reduction within two categories of nurses beginning with casual nurses, then regular bargaining unit nurses, without regard to part-time or full-time status as defined by Article 1, Section B.
2. Nurses who are laid off will be given 14 calendar days' notice of layoff or, will receive pay in lieu of notice for all scheduled days in that 14-day period.
3. Nurses who are laid off or reduced to casual status shall be on a recall list for 12 months from the date of layoff.
4. Nurses on the recall list may apply for any open position that may become available. Nurses shall be recalled in reverse order of layoff provided that the nurse meets the qualifications of the available position. If a nurse's original reduced position is reinstated, the displaced nurse has first preference in reclaiming the position within twelve (12) months from the date of layoff.
5. Outside applicants or contracted nurses shall not be employed for a posted permanent or temporary vacancy in a nursing department if there is a qualified nurse on the recall list to fill the vacancy after the usual orientation period.
6. If a laid off nurse is passed over in recall because of position disqualification, the nurse retains recall rights for future positions.

Recommended Tentative Agreement

7. A nurse shall forfeit all recall rights by failing to notify the Hospital of intent to return to work within five (5) calendar days after the date recall notice is sent by certified mail to the nurse's last address on record with the Hospital. A nurse who provides timely notice to the Hospital of intent to return to work shall have fourteen (14) calendar days from the date of recall to be available to return for duty.

8. The hospital will pay its share of the insurance premiums to continue existing coverage for a laid off nurse until the end of the calendar month following the calendar month in which the layoff occurred. Laid off nurses may continue the Hospital's insurance under applicable COBRA regulations while on layoff.

9. Laid off nurses will have their original date of hire reinstated if recalled within 12 months of layoff.

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

11. 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.

IN WITNESS WHEREOF Hospital and Association have renewed this Letter of Agreement as of the _____ day of _____.

OREGON NURSES ASSOCIATION

By: _____

Ateusa Salemi, RN

Labor Relations Representative

MID-COLUMBIA MEDICAL CENTER

By: _____

Duane W. Francis or designee

President/CEO

LETTER OF AGREEMENT

Child Care Program

The Hospital currently plans to continue the hours of the child care services currently available so child care will be available from 6:30 a.m. to 8:00 p.m.; provided the center may close earlier when no children remain on the premises. It is understood that continuation of the child care facility shall depend in part on the level of usage. If the Hospital subsequently considers terminating the program, it will provide the ONA at least seven calendar days prior written notice and shall consider any comments or information provided by the ONA within 14 calendar days before finalizing such a decision.

IN WITNESS WHEREOF Hospital and Association have renewed this Letter of Agreement as of the _____ day of _____.

OREGON NURSES ASSOCIATION

By: _____

Ateusa Salemi, RN

Labor Relations Representative

MID-COLUMBIA MEDICAL CENTER

By: _____

Duane W. Francis or designee

President/CEO

LETTER OF AGREEMENT REGARDING ARTICLE 10

HEALTH AND WELFARE

The Hospital has formed a Health Plan Advisory Committee (HPAC). The HPAC includes eight (8) regular members, all of whom are employees of the Hospital and participants in the health insurance plan. Three members of the HPAC will be selected bi-annually in some appropriate manner of its own choosing by the ONA for staggered terms of two years each. The initial terms of the ONA-selected members will be staggered to ensure that there is at least one experienced committee member among the ONA delegates at all times.

The HPAC will continue to play an active advisory role in the direction and improvement of the health insurance plan, including without limitation the following:

1. Evaluating and comparing alternative plans;
2. Evaluating and dispensing accurate information to plan participants regarding administration of the plan;
3. Evaluating and recommending possible revisions in plan benefits, including without limitation possibilities for expanding the pool of primary care physicians;
4. Evaluating and improving on an ongoing basis levels of "customer service" for plan participants and beneficiaries, including without limitation the timely processing of claims and handling of medical referrals.

~~During the 2006 negotiations, the parties also identified the following additional focal points which may be scheduled for attention by the HPAC:~~

- ~~1. Out-of-Area benefits for covered students~~
- ~~2. Co-payments under the prescription drug coverage.~~
- ~~3. The possibility of a benefit for corrective shoes.~~
- ~~4. The possibility of a benefit for other foot care.~~
- ~~5. The possibility of a benefit for hearing aids.~~

Recommended Tentative Agreement

The HPAC will meet at least monthly and more often as necessary to carry out committee responsibilities. Plan participants may submit written expressions of concern to the HPAC which will be considered within two (2) subsequent regular meetings of HPAC. The HPAC will respond in writing to such written submissions within thirty (30) days, following its consideration of the matter. Any written dissent submitted within thirty days will be attached to the written response. Time spent by regular members of the committee in pre-approved HPAC meetings and activities as regularly scheduled will be considered time worked for purposes of hospital compensation policies. HPAC meetings may be attended by a reasonable number of observers with the understanding that such observers are not on paid time by the Hospital and are present for the purpose of observing rather than participating in the process.

IN WITNESS WHEREOF Hospital and Association have renewed this Letter of Agreement as of the _____ day of _____.

OREGON NURSES ASSOCIATION

By: _____

Ateusa Salemi, RN
Labor Relations
Representative

MID-COLUMBIA MEDICAL CENTER

By: _____

Duane W. Francis or designee
President/CEO

Recommended Tentative Agreement

LETTER OF AGREEMENT
DENTAL PLAN

The hospital agrees that effective January 1, 2016, it will increase the maximum allowance for dental plan services under the Standard Plan to \$1,200 per individual per plan year.

IN WITNESS WHEREOF Hospital and Association have agreed to this Letter of Agreement as of the _____ day of _____.

OREGON NURSES ASSOCIATION

By: _____

Ateusa Salemi, RN

Labor Relations Representative

MID-COLUMBIA MEDICAL CENTER

By: _____

Duane W. Francis or designee

President/CEO

[Recommended Tentative Agreement](#)

LETTER OF AGREEMENT

Historical 5% Differential for Part-Time Core Nurses

The Hospital and ONA agree to identify all nurses currently classified as part-time who are receiving EIH/PTO accruals and a 5% premium. Any part-time core nurse receiving the 5% differential as of June 30, 2015 may elect to continue to receive this 5% premium and continue to receive part-time PTO and EIH accruals, but such nurses will not be eligible for any other benefits. (Part-time non-core nurses may not continue the 5% premium program after June 30, 2015.)

This 5% premium option will continue until such time as the part-time core nurse 1) elects to accrue part-time benefits, 2) changes to 13% premium status, or 3) transfers to a status other than part-time core status.

IN WITNESS WHEREOF Hospital and Association have agreed this Letter of Agreement as of the _____ day of _____.

OREGON NURSES ASSOCIATION

By: _____

Ateusa Salemi, RN
Labor Relations Representative

MID-COLUMBIA MEDICAL CENTER

By: _____

Duane W. Francis or designee
President/CEO

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