TAs, PROPOSALS AND COUNTERS AS OF MARCH 23, 2021

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OREGON NURSES ASSOCIATION

AND

MCKENZIE-WILLAMETTE MEDICAL CENTER

March 1, 2020 through September 1, 2024
March 6, 2017, through September 1, 2020

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.
AGREEMENT

THIS AGREEMENT by and between MCKENZIE-WILLAMETTE MEDICAL CENTER of Springfield, Oregon, hereinafter referred to as "Hospital," and OREGON NURSES ASSOCIATION, hereinafter referred to as "Association."

WITNESSETH:

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

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

ARTICLE 1—RECOGNITION AND MEMBERSHIP

1.1 Bargaining Unit. Hospital recognizes Association as the collective bargaining representative with respect to rates of pay, hours of work and other conditions of employment. The nurses covered by this agreement are those employees who can legally practice as registered nurses and licensed practical nurses and who perform nursing services but excluding supervisors as defined by the National Labor Relations Act.

1.2 Membership. A nurse hired into the bargaining unit on or after the ratification date of this Agreement will, as a condition of employment, within thirty (30) days after the nurse's hire date, become and remain a member of the Association or make payment in lieu of dues to the Association.

1.2.1 Fairshare. A nurse that is a member or fairshare payor as of the ratification date of this Agreement and/or becomes a member or fairshare payor during the term of the Agreement, shall be obligated as a condition of employment, to maintain membership or fairshare payor status.

1.2.2 Religious exemption. A nurse who is subject to the membership or fair share payor status obligations noted above, but who is a member and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to continue membership in or contribute a fair share amount to the Association. Such a nurse, instead, shall contribute an amount equivalent to fair share fees to the United Way Fund. As a condition of employment the employee shall furnish proof to the Association and the Hospital that this is being done.
1.2.3 **Dues deduction.** The Hospital will deduct Association membership dues from the salary of each nurse who voluntarily agrees to such deduction(s), and who submits an appropriate written authorization to the Hospital, setting forth standard amounts and times of deduction. The deduction shall be made monthly and remitted to the Association.

1.2.4 **Remedy for non-payment.** If a nurse is not in compliance with the provisions described in this section, the Association will provide written notification that the nurse notify the nurse in writing that he/she is delinquent in the satisfaction of the nurse’s obligations, and will provide a copy of the notice to the hospital’s Director of Human Resources. The Association will allow the nurse a reasonable period of time of not less than twenty (20) days to remit dues. If the nurse fails to remit the dues owed within the allotted time, then the Association may contact the Director of Human Resources for the purpose of proceeding with termination of employment. [TA 3/2/21]

**ARTICLE 2—ASSOCIATION REPRESENTATION**

2.1 **Access to premises.** 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 Association’s representative shall, upon arrival at the Hospital, notify the Human Resources Department or designee of the intent to transact Association business. This access shall include attendance at any grievance, disciplinary, or investigatory meeting with the consent of the participating bargaining unit nurse(s). Transaction of any business shall be conducted in an appropriate location subject to general Hospital and clinic rules applicable to non-employees and shall not interfere with the work of the employees.

2.2 **Orientation of newly hired nurses.** The Hospital shall notify the chairperson of the Association Bargaining Unit, or the nurse’s designee, of all new employee orientation sessions at the time such sessions are scheduled. Notification will include the number of nurse orientees scheduled to be in attendance at each meeting. The representative shall be provided access to these newly hired nurses for a thirty (30) minute time period during each session to discuss Association membership. For every new hire and every transfer into the bargaining unit, the Hospital does not make available for new employee orientation as described above, the Hospital shall pay the Association one thousand dollars ($1,000) within 30 days.
The hospital will make every reasonable effort to release the newly hired nurse to participate in new hire orientation at the first available date after the nurse’s hire. If, due to emergent circumstances, the nurse cannot be released, the representative shall be provided access to the nurse at the next scheduled orientation. The hospital will schedule an alternate time for the union representatives to meet with the RN within 1 week. [TA 3/2/21]

2.3 Association grievance representation. An Association grievance representative may attend a disciplinary, investigatory or grievance meeting between the aggrieved nurse and the Hospital without loss of pay. All other activities of nurse representatives shall occur on personal time.

2.4 Rosters. Within thirty (30) days after the execution date of this agreement, the Hospital shall provide the local and state Association with a list, encrypted electronically, of bargaining unit nurses showing the nurse’s name (first, last and middle), address (street, city, state, and zip code), RN license number, telephone number (if not unlisted), position, unit, shift, status (number of scheduled hours, resource, etc.), and date of hire and date of birth and will continue to provide it monthly. The local and state Association agree to be responsible for maintaining the confidentiality of this information.

2.5 Distribution of Agreement. The Hospital agrees to make a copy of this Agreement and any subsequent addendum provided by Oregon Nurses Association available to each new nurse.

2.6 Bulletin boards. The Hospital shall continue to provide reasonable space for posting of Association information on an unobstructed bulletin board in each work unit.

2.7 Contract negotiations. The Hospital agrees to make every effort to ensure that Association bargaining unit representatives are relieved of duties to attend negotiating sessions between the parties when they are scheduled to occur during the representative’s work hours. When such relief cannot be arranged, at the Association’s request the negotiating session may be rescheduled to a mutually agreeable time. Within one hundred and twenty (120) days of the ratification of this Agreement, a nurse may donate a maximum of ten (10) five (5) hours of their her/his accrued earned leave to a bargaining representative. In order to donate hours, the donating RN must do so in writing to Human Resources and must have a total of no less than 40 hours remaining in their PTO bank. Donated hours are irrevocable and will be transferred by the Hospital to bargaining representatives as designated by the Association. [TA 2/17/21]

ARTICLE 3—EMPLOYEE DEFINITIONS

3.1 Nurse. A nurse is a registered professional nurse or licensed practical nurse.
currently licensed to practice professional nursing in Oregon.

3.2 **Staff nurse.** A staff nurse is a registered professional nurse or a licensed practical nurse who is responsible for the direct and indirect nursing care within an organized nursing unit under the supervision of a Nurse Manager/Supervisor or Assistant Nurse Manager.

3.3 **Charge Nurse.** A charge nurse is a registered professional nurse who has been granted a Charge Nurse position in accordance with the Position Posting and Filling Vacancies article. Such a nurse shall be appointed and scheduled on a regular basis to provide consistent organization and direction of patient care within an organized nursing unit of the Hospital for a shift. *Except as provided in 8.11 (i.e., for a need of two (2)-hours or less), no patient care coordinator, assistant nurse/unit manager, or nurse/unit manager may fulfill the charge or relief charge nurse position. The charge nurse position is bargaining unit work, which shall be performed by bargaining unit nurses. Upon ratification, only bargaining unit nurses shall be assigned to charge nurse shifts.* [TA 3/4/21]

3.4 **Relief charge nurse.** A relief charge nurse is a staff nurse who is scheduled or designated in charge when a Patient Care Coordinator or a Charge Nurse is either not scheduled or is practicing in another capacity. Relief charge assignment is voluntary, provided another scheduled qualified nurse is available. A nurse shall not be required to work a relief charge assignment for more than twenty-five percent (25%) of the nurse's scheduled monthly hours without the nurse’s consent. [TA 2/17/21]

3.5 **Probationary nurse.** Fulltime nurses shall be considered probationary employees during the first ninety (90) days from the date of employment. Part time nurses shall be considered probationary employees during the first five hundred twenty (520) hours of work, but not to exceed six (6) months. The probationary periods set forth above may be extended upon mutual consent of the Association and the Hospital. During the probationary period, a nurse may be dismissed without recourse to the grievance procedure.

3.6 **Regular nurse.** A regular nurse is one who is regularly employed to work a predetermined work schedule of twenty (20) or more hours per workweek. Regular nurses’ predetermined schedule pattern may not be changed without the written consent of the employee and their consultation with an ONA representative. [TA 3/2/21]

3.7 **Short hour and resource nurse.** A short hour nurse is one who is regularly scheduled to work a predetermined work schedule of less than twenty (20) hours per
week. A resource nurse is one who is employed to work one designated shift on an intermittent basis without a master schedule. Resource nurses are required as a condition of continued employment to work or be scheduled to work a total of eighteen (18) credits per calendar quarter, including a minimum of five (5) credits for each month. In each month, nurses must pre-schedule as described in the posting of schedules clause, unless insufficient shifts are available during that time. This shall be accomplished in their primary unit(s) and on their primary shift where there is a documented staffing need, if such opportunities are available. If such opportunities are not available, resource nurses shall receive credit for shifts worked or scheduled in any unit for which they are qualified. Credits shall be earned in the following manner:

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If a resource nurse is called in and works a shift on short notice, they/she/he shall receive one (1) additional credit beyond the regular value of the shift.

3.8 Temporary position. A temporary position is a position consisting of a predetermined work schedule which does not extend beyond ninety (90) days. A temporary position extension shall require mutual agreement between the Association and the Hospital.

3.9 Benefited employee. Benefit eligibility varies by employee definition.

3.9.1 Regular nurse benefits. Any nurse designated as a regular nurse shall accumulate and receive all fringe benefits as provided in this Agreement when the nurse becomes, and so long as the nurse remains, a regular employee.

3.9.2 Short hour and resource nurse benefits. Nurses in the foregoing categories receive a pay differential and are, therefore, ineligible for Earned Leave, Medical, Dental, Vision, Life, Long Term Disability, and Short Term Disability Insurance benefits.

3.9.3 Temporary position benefits. Nurses awarded temporary positions may

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choose to receive the in lieu of benefit pay differential or, when applicable, to continue their current benefit status.

3.9.4 Benefits following status change. Regular nurses who transfer to a short hour or resource (per diem) status will receive pay out of any accumulated Earned Leave at one hundred percent (100%). Any previously accumulated Extended Illness Bank Leave shall be maintained for future use in the event of status change back to regular. Earned Leave accrual, Medical, Dental, Vision, Life, Long Term Disability, and Short Term Disability Insurance benefits will terminate.

ARTICLE 4—EQUALITY OF EMPLOYMENT OPPORTUNITY

4.1 Non-discrimination. There shall be no discrimination by the Hospital against any nurse because of sex, sexual orientation, race, creed, color, national origin, age, political activity, nor matters forbidden by ORS 659.400 et. seq.

4.2 Association membership and activities. There shall be no discrimination by the Hospital or the Association against any nurse because of membership in, or activity on behalf of, the Association provided that such activity does not interfere with the nurses’ regular duties.

ARTICLE 5—EMPLOYMENT STATUS

5.1 Discipline and discharge. The Hospital shall have the right to discipline, suspend and discharge nurses for proper cause.

5.2 Investigatory meetings. Nurses covered by this Agreement have the right to request Association representation at an investigatory interview conducted by the Hospital which the nurse believes might result in disciplinary action. Nurses who are asked to attend such an investigatory interview will be notified in advance of the general topic. In the event that a nurse is interviewed or otherwise notified of an investigation that could result in disciplinary action, the Hospital must notify the nurse of any resulting discipline within fourteen (14) days of such interview or notice or as otherwise mutually agreed. Investigatory meetings must be held face-to-face between the nurse and her/his supervisor, or her/his designee. When contacting nurses about immediate patient care needs outside their shift, supervisors shall use appropriate professional means of communication (e.g., calling by phone, texting, and a nurse’s personal email account) and shall not use social media (e.g., Facebook, Instagram, Snapchat).

5.3 Disciplinary communication and documentation. Each step of the disciplinary process shall be documented on the Corrective Action form. The written document shall be placed in the nurse’s personnel file and a copy of the document shall be provided to the nurse at the time it is administered. When a nurse is suspended or discharged, such written notice shall contain the following message: “You have a right to contact and be
represented by Oregon Nurses Association in an appeal of this action.” Employee/
supervisory communications shall reflect mutual professional respect. Upon request, the
Association shall be provided copies of any documentation used to support discipline of
a nurse, except that the Hospital may withhold identifying patient information.

5.3.a. Coaching and counseling. Coaching and counseling, or any form of
informal discipline, must occur face-to-face between the nurse and her/his
supervisor, or her/his designee. Coaching and counseling may include written
documentation. The Hospital cannot use any social media, as described in Article
5.2, as means to coach or counsel a nurse.

5.4 Notice of resignation. The Hospital requests that nurses give thirty (30) calendar
days advance notice of resignation in order to preserve the continuity of patient care.
Less than fourteen (14) calendar days advance notice may cause forfeiture of
accumulated Earned Leave, not to exceed the nurse’s scheduled days of work during
this period of time.
Earned Leave shall not be forfeited if the employee is unable to work the notice period
due to medical disability or if there is mutual agreement between the Hospital and the
employee on a reduced period of notice.

5.5 Notice of termination. The Hospital shall give nurses ten (10) working days or
fourteen (14) calendar days, whichever first occurs, notice of termination of their
employment, or, if less notice shall be given, the difference between ten (10) working
days or fourteen (14) calendar days, whichever first occurs, and the number of working
days of advance notice shall be paid to the nurse at the nurse’s regular rate of pay,
eight (8) hours per such working days, provided, however, that no such advance notice
or pay in lieu thereof shall be required for nurses who are discharged for violation of
professional nursing ethics.

5.6 Personnel files. Nurses’ personnel records shall be made available to them upon
request to the Human Resources Department. Nurses shall have the right to
respond in writing to disciplinary actions and such documents shall be placed in the
personnel file upon request. Disciplinary records shall be removed from the nurse’s
personnel file, upon request, two (2) years following the infraction if no similar
subsequent discipline or related pattern of performance deficiency has been recorded.

ARTICLE 6—MANAGEMENT RIGHTS

6.1 Management rights. Except for those specific modifications to rights made by the
terms of this agreement, the Hospital retains all rights to direct and control the affairs of
the Hospital in all particulars, to exercise sole and exclusive discretion and take
unilateral action on all matters, whatever may be the effect upon employment, which
shall include but not be limited to the following:

1. The types of health care services provided by the Hospital.

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2. The size and location of the Hospital, the number of specific units and change therein.

3. The means of providing health care services as required by state licensure, standards of care, the practice of the Medical Staff and the welfare of the patients.

4. Technological change.

5. The overall organization of Hospital activities.

6. Control of the quality of services.

7. Acquisition, design and control of Hospital property.

8. The safety of patients, personnel and the protection of property.

9. Charges for services and other relationships between patients and the administration or governing board of the Hospital.

10. Determination that a period of emergency exists in the Hospital.

11. The designation of supervisory employees as agents of Hospital management and the delegation of authority to them.

12. Selection of qualified employees for hire, scheduling, promotion, demotion, laying off, transfer, discipline, and discharge for proper cause.

ARTICLE 7—GRIEVANCE PROCEDURE

7.1 When applicable. This Article shall be applicable to resolve any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this agreement. It is the express intent of the parties that grievances be resolved informally whenever possible and at the lowest level of supervision. If a nurse cannot resolve a prospective grievance with their immediate supervisor, the nurse may present a grievance in accordance with the procedure set forth below. Time limits contained in this procedure may be extended by mutual agreement of the Hospital and the Association. If the Hospital fails to respond within time limits below, the trigger date for the next step shall be the date the Hospital response was due.

7.2 Grievance procedure.

STEP 1. Within fourteen (14) calendar days after the first occurrence, or the registered nurse's first knowledge, or in the normal course of events, should have
had knowledge, of a situation, condition or action giving rise to the grievance, the nurse may present and discuss a written grievance with the appropriate Nurse Manager or Shift Supervisor. If the nurse is unable to discuss the grievance with this person for any reason, the nurse may go directly to Step 2. The written grievance shall specify the provision of the agreement violated and the remedy requested. The Nurse Manager may meet with the nurse to consider the grievance within fourteen (14) calendar days of the grievance's presentation to the Nurse Manager. The Nurse Manager shall, regardless of such meeting, respond to the grievance in writing within fourteen (14) calendar days of the grievance's presentation to the Nurse Manager.

STEP 2. If the grievance is not satisfactorily resolved within seven (7) calendar days after the discussion at Step 1, the nurse may present and discuss the a written grievance with the Director of Human Resources, either the appropriate Vice-President or the Chief Nursing Officer, providing that if a professional nursing issue is discussed, the V.P./Patient Care Services shall be present if requested. During the course of discussions at this level, the appropriate Vice-President or the Chief Nursing Officer may require that the grievance be reduced to writing. If so, such written grievance shall specify the provision of the agreement violated and the remedy requested. The appropriate Vice-President or the Chief Nursing Officer shall respond within fourteen (14) calendar days from receipt of the grievance elevation.

STEP 3. If the grievance is not satisfactorily resolved at Step 2, within fourteen (14) calendar days, the nurse may present and discuss the grievance with the Director of Human Resources. The Director shall respond within fourteen (14) calendar days from receipt of the grievance.

STEP 3. If the Grievance is not mutually resolved at Step 2, the Association or the Hospital may request mediation by the FMCS, and if the other party agrees to mediation, submit the issue to FMCS within 14 days of the Step 2 response. The federal mediator will issue a recommendation at the close of the mediation session with a condensed decision setting forth the reasons for the decision. The mediator's opinion is not a binding decision. Neither the Association nor the Hospital will retain legal counsel for representation during the mediation. The parties may mutually agree to the use of counsel. There shall be no transcripts of the session and no written briefs.

STEP 4. If the grievance is not resolved at Step 2 or 3 if a satisfactory settlement is not reached at Step 3, within fourteen (14) calendar days after the Hospital decision at Step 3, the matter may be submitted to an impartial arbitrator.
for determination within fourteen (14) calendar days after the Hospital’s decision.

7.3 **Association grievance.** Any Association grievance will be filed at Step 2 of the grievance process within the same fourteen (14) calendar day limitation as applies to nurses in Step 1.

7.4 **Arbitration procedure.** The arbitrator shall be chosen from a list submitted by the Federal Mediation and Conciliation Service by the parties alternately striking one name each from the list (the first strike determined by the flip of a coin) and the last name remaining shall be the impartial arbitrator. The arbitrator shall have no power to add to, or subtract from, or to change any of the terms or conditions of this agreement. The decision of the arbitrator shall be final and binding on the parties. The expenses of any arbitration shall be shared equally by the Hospital and the Association. However, each party shall bear its own expenses of representation and witnesses.

7.5 **Lack of Notification of Vacation Requests.** Lack of notification of a vacation request may be grieved using the following expedited procedure.

7.5.1 Any such grievance must be filed no later than five (5) calendar days from receipt of the denial or, if for lack of notification, ten (10) days from the vacation request.

7.5.2 The grievance will be filed at **STEP 2** with the Director of Human Resources or their designee, who will respond in writing within ten (10) days of the receipt of the grievance.

7.5.3 If the grievance is not satisfactorily resolved within ten (10) days of receipt of the **STEP 2** response, the Association shall have ten (10) days to advise the Hospital that it wishes to arbitrate the grievance.

7.5.4 The parties shall proceed in accordance with 7.4 Arbitration Procedure. The arbitrator shall be selected within five (5) days and a hearing will be scheduled at the earliest possible date. The arbitrator will render a decision within ten (10) days of the hearing.

**ARTICLE 8—WORK SCHEDULE**

8.1 **Work day.** Eight (8) hours shall constitute the basic work day duration for all bargaining unit positions, excluding lunch. Work days of other duration, including ten- (10-) hour and twelve- (12-) hour shifts, may be established, or may be continued as they are otherwise provided for in this Agreement or are currently in place.

8.1.1 **Women’s Health & Birth in-house overnight assignment.** With the consensus of the affected nurses, a nurse may be assigned to remain in-house on-call for the Women’s Health and Birth Center according to established staffing.
guidelines. All such hours shall be considered as time worked and shall be
compensated at the then existing minimum wage rate plus standby pay. The
nurse shall not be required to perform any duties unless notified that the nurse is
being required to report for normal assignment, in which case the nurse shall be
treated as a nurse called in from standby status and shall be entitled to standby
premium compensation. Sleeping facilities will be available.

8.1.2 Ten-hour and twelve-hour alternative shifts. Ten (10) hours and twelve
(12) hours shall constitute alternative workdays. Ten- (10-) and/or twelve- (12-)
hour shifts may be initiated by the Hospital in a nursing unit, including the posting
of newly-created ten- (10-) hour and/or twelve- (12-) hour positions within the
unit, provided that it continues to post a mix of hours that may become available
as eight- (8-), ten- (10-), and/or twelve- (12-) hour positions, in accordance with
Sub-paragraphs (1) through (13) below. Posted positions shall meet the
scheduling needs of the Hospital. The Hospital, in defining its scheduling needs,
agrees to consider the desire of nurses within any nursing unit that they be
afforded options for shifts of different duration on their preferred shift.

1. Ten- (10-) and twelve- (12-) hour master schedule start-times will
be established jointly through the collaborative efforts of the nurses in a
department and their nurse manager. A position may not consist of a
combination of ten- (10-) and twelve- (12-) hour shifts with more than one
regularly scheduled start/stop time without the prior consent of the nurse
and the Association. Newly posted ten- (10-) hour positions shall not
consist of greater than four (4) consecutive days regardless of workweeks.
Newly posted twelve- (12-) hour positions shall not consist of greater than
three (3) consecutive days regardless of workweeks. Nurses, however,
may request and be granted regular schedules in excess of four (4)
consecutive ten- (10-) hour and twelve- (12-) hour days. The nurse may
rescind this consecutive day schedule by giving written notice to the
Hospital prior to the posting of the next month’s work schedule.

2. A one-half hour meal period (off the clock) and three fifteen (15-)
minute paid breaks are provided on each twelve- (12-) hour shift. Two of
these fifteen- (15-) minute breaks may be taken as a second meal period.
For shifts of ten (10) hours or less, work in excess of six (6) hours without
a meal period will be considered overtime as specified in 9.4.4 of the
contract. For twelve- (12-) hour shifts, work in excess of seven (7) hours
without a meal period will be considered overtime as specified in 9.4.4 of
the contract. Premium pay related to a second missed meal period shall
not apply if a nurse is given the opportunity but does not opt to combine
two fifteen- (15-) minute breaks into a second meal period.
3. Nurses on an eight- (8-) hour shift schedule may elect to work ten- (10-) hour or twelve- (12-) hour scheduled relief shifts, but must agree to this relief work prior to the scheduled monthly posting. An eight- (8-) hour nurse who works a twelve- (12-) hour shift is entitled to the twelve- (12-) hour shift salary schedule. Nurses on a ten- (10-) hour or twelve- (12-) hour shift schedule may elect to fill in needed eight- (8-) hour shifts over and above the nurse’s master schedule.

4. Relief charge designation remains at the discretion of the Nurse Manager. Charge nurse positions may be posted as either eight- (8-), ten- (10-), or twelve- (12-) hour duration master schedules. If agreed upon by the nurse prior to scheduling, a nurse may be scheduled fifteen (15) minutes prior to their regular start time to facilitate Charge or Relief Charge duties.

5. Notification of cancellation and standby assignment for a ten- (10-) hour or twelve- (12-) hour scheduled shift are the same as for an eight- (8-) hour shift. Standby pay for ten- (10-) hour and twelve- (12-) hour shift nurses shall be specified in 9.16.1.

6. For purposes of weekend off pay specified in 9.4.7, nurses on ten- (10-) and twelve- (12-) hour late shifts (10-hour and 12-hour shifts that in part include typical night shift eight- (8-) hour shift hours) shall have their weekend defined by their position pattern. Each position’s defined weekend shall consist of either a Friday/Saturday or Saturday/Sunday regularly scheduled pattern (but not both or alternating).

7. The Hospital may not create or post position master schedules that consist of a mix of eight (8-), ten (10-), and/or 12- (twelve-) hour shift durations without Association consent. Regularly scheduled combinations of eight (8-), ten (10-), and/or twelve- (12-) shifts, however, may occur \{1\} under provision 3.10, Job Share Alternative or \{2\} when the nurse and Hospital agree to add or reduce hours to the nurse’s position in compliance with provision 13.8. In each of these circumstances the combined hour position reverts to separate eight (8-), ten (10-), and/or 12- (twelve-) hour positions when vacated. Combinations of shift durations under this paragraph shall not constitute a rotation of shifts under provision 8.9 provided that the starting and ending time of the eight (8-) hour shift portion of the position occur during one defined ten- (10-) hour or twelve- (12-) hour shift. Nurses in combined positions have two pay classifications. Earned Leave shall be paid at the appropriate classification based upon the corresponding unworke...
schedule. Earned Leave shall be cashed out proportionally to the percentage of scheduled time in each classification.

8. Nurses in twelve- (12-) hour positions are placed on the appropriate step in this range and are paid at that hourly rate when working the twelve- (12-) hour shifts. If such a nurse works an eight- (8-) hour or ten- (10-) hour shift, the rate of pay will be at the appropriate step for a standard eight- (8-) hour workday.

9. Earned Leave accrual will be adjusted by the same percentage of increased compensation paid to nurses in twelve- (12-) hour shift positions for all hours worked during a twelve- (12-) hour shift. Ten- (10-) hour and twelve- (12-) hour shift holidays shall be defined as the nurse’s regular shift in which the majority of the hours could be scheduled on the calendar holiday date. These ten- (10-) hour and twelve- (12-) hour shifts shall be treated as ten- (10-) hour and twelve- (12-) hour holiday shifts. Nurses working these shifts will be compensated at time and one-half for all hours worked.

10. Nurses shall receive the applicable differential for all hours worked on each standard eight- (8-) hour shift. Ten- (10-) hour and twelve- (12-) hour nurses are entitled to longevity night shift differential for that portion of their ten- (10-) hour or twelve- (12-) hour shift worked on the standard eight- (8-) hour night shift in accordance with 9.8.2.

11. Work in excess of the nurse’s scheduled shift on the posted work schedule shall be compensated as specified in 9.4.3, without the necessity of a signed waiver. Additionally, a nurse scheduled for three (3) twelve (12-) hour shifts in one week is paid overtime for all hours worked in excess of forty (40) hours in a week. When scheduled an extra eight- (8-) hour shift, overtime is paid for all hours worked in excess of eight (8) hours.

12. Initial Unit 10-Hour and 12-Hour Shift Offerings. The Hospital shall have the right to reorganize positions consisting of ten- (10-) hour and/or twelve- (12-) hour positions once during any eighteen (18) consecutive month period. The Hospital agrees to provide the Association with fourteen (14) consecutive calendar days’ written notice of its decision to reorganize, in advance of the intended date of the commencement of the reorganization, during which period the Association may provide the Hospital with written comments concerning the intended reorganization. The Hospital shall have the right to reorganize such positions at any other-
time within such eighteen (18) consecutive month period, upon the consent of the Association.

13. The Hospital agrees that, in administering Section 8.1.2 (12), the Hospital shall engage in a good faith dialogue with any Nurse about, and prior to, any final decision to assign the Nurse to any given shift in connection with a reorganization pursuant to Section 8.1.2 (12), and shall give good faith consideration to the desire of the Nurse relative to the Nurse’s shift assignment prior to making a final decision. The Hospital further agrees that it will not reorganize any unit pursuant to Section 8.1.2 (12) in such a manner that all shifts are of the same length (for example, all twelve (12-) hour positions), unless a majority of the nurses regularly assigned to the unit have expressed their written consent prior to such a reorganization. [See 8.14, brought into its own section]

8.1.3 Eight-hour shift start times. Normal start times for eight- (8-) hour shifts will be 0700, 1500 or 2300.

8.2 Work week. Basic work period shall be forty (40) hours per work week, from 0001 hours on Sunday through 2400 hours on Saturday. The nurse may request an alternative work week of eighty (80) hours each two (2) week period.

8.3 Weekend off. Regular and short hour nurses shall normally be scheduled to receive every other weekend off. The nurse, Hospital, and Association, however, may agree to alternate weekend off patterns by alteration of position weekend master schedules (e.g. change from every other weekend to every third weekend scheduling, and vice versa). The parties must agree to such an adjustment of master schedules in writing prior to implementation. A weekend shall be defined as the calendar days of Saturday and Sunday. Positions shall be posted in a manner that will allow for equitable distribution of weekend work among all regularly scheduled bargaining unit nurses within each nursing unit.

8.4 Weekend off waiver. The above provision concerning weekends off may be waived upon written request of an individual nurse and the agreement of the supervisor. Such waivers may be revoked by the nurse upon giving written notice by the first of the month, and the change shall take effect with the next regular posting of work schedules. The Hospital shall furnish a copy of such written waiver to the nurse representative designated by the Association for such purpose.

8.5 Work schedules and self-scheduling. A nurse may self-schedule additional available weekday shifts as set forth in this Section provided the addition of these shifts would not result in a premium rate of pay. A nurse may self-schedule additional

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ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.
available weekend shifts at premium rates of pay.

Nurses shall be given the option to indicate their availability for premium or overtime weekday shifts at the time of the self-scheduling of extra shifts, separately for each personnel category. The Hospital shall utilize this availability list, in the order of sign-up, to assign premium or overtime shifts on the posted work schedule, with the nurse’s consent.

A nurse that fails to complete all regularly scheduled shifts in a work week will be ineligible to receive premium pay for any additional shifts worked until the nurse’s regularly scheduled hours have been completed. [MWMC proposal 2/12/21, rejected, still on table]

8.5.1 Initial posting. Master schedules for Regular, Short Hour, and Temporary nurses shall be posted on the fifth (5th) of the month preceding the monthly work period.

8.5.2 Shift signup - regular/short hour. Regular and Short Hour nurses may then sign up for vacant shifts (“holes”) for which they are qualified through the tenth (10th) of the month, limited to their home units. Sign-up for extra shifts above the nurse’s personal master schedule will be limited to the number of available shifts to fulfill the nursing unit’s master schedule. The nurse first requesting available shifts shall be granted these shifts; however, nurses shall be limited to requesting and/or being granted two shifts per month from the fifth (5th) through the tenth (10th) of the month. Nurses may request and/or be granted an unlimited number of additional available shifts from the tenth (10th) to the fifteenth (15th) of the month.

8.5.3 Other unit signup. Nurses desiring to fill available shifts (“holes”) on other nursing units shall contact the Nurse Manager of that department by the tenth (10th) of the month with the request specifying date and shift availability. The Nurse Manager shall approve or deny such requests in writing by the sixteenth (16th) of the month. These shifts shall be distributed equitably among all qualified nurses requesting to be so scheduled. Such changes and additions shall be finalized upon the posting of the schedule. Nurses requesting to fill shifts outside their home unit must maintain current competencies required for that department. [TA 3/4/21]

8.5.4 Shift signup - Resource. Resource nurses may then sign up for remaining vacant shifts (“holes”) for which they are qualified between the sixteenth (16th) and the twentieth (20th) of the month. It is the Resource Nurse’s responsibility to
schedule their required minimum number of shifts by no later than the twentieth (20th) of the preceding month. Such changes and additions shall be finalized upon the posting of the schedule.

8.5.5 Final posting. Final schedules will be posted on the twenty-first (21st) of the month.

8.5.6 Alteration of schedule. After a schedule is approved for each personnel category, a nurse’s schedule shall not be altered without the nurse’s agreement. If mutual agreement cannot be reached, and the Hospital has no reasonable alternative to achieve the required level of staffing, the Hospital may require a nurse to work the revised schedule, providing that such additions may not exceed the nurse’s regular position hours. Such changes in posted schedules shall be made among nurses on a rotating basis to the fullest extent possible. Any nurse who feels that the nurse has been improperly treated in this process may grieve such improper treatment. [TA 3/2/21]

8.5.7 Float pool scheduling options. In lieu of the posting of a master schedule for regular and short hour float pool unit nurses, pattern of days of work may vary each month on the basis of house-wide need with the prior consent of the nurse. As float pool positions become vacant or are created, the Hospital may post float pool positions for which the pattern of days of work varies each month, as long as such positions constitute no more than fifty percent (50%) of all float pool positions. Such posted schedule shall {1} consist of assignment limited to the nurse’s positioned shift, {2} assign weekend obligation to work in an equitable manner, {3} maintain the nurse’s positioned number of shifts per week, and {4} be posted on the first of the preceding month.

A float pool nurse may pre-arrange in writing with the hospital to allow variation of work day patterns on the posted work schedule, with or without specific standing day of scheduling requests. Such arrangement may be rescinded or amended by the nurse in writing a minimum of two weeks prior to the posting of the schedule. The float pool nurse’s master schedule shall be considered their regular schedule for purposes of weekend compensation.

8.5.8 Flexible scheduling option. In lieu of the normal process of posting a master work schedule with a set pattern of days each work period, the Hospital may instead vary the work day pattern of scheduled shifts on the posted work schedule each month in each department for up to three (3) designated complementary (seven- (7-) day coverage) positions on day shift and three (3) designated complementary positions on evening shift. In no case will more than thirty-three and one-third percent (33-1/3%) of the bargaining unit positions in a
department be designated as flexible schedules. The posted weekend schedule for these positions will not be altered without the nurse’s consent. Each position posting shall note that the position has a variable weekday pattern and specify an established number of hours per week. This scheduling option will only apply to vacant or newly created positions. No nurse will be removed from their current pattern of days without their agreement.

8.6 Shift replacement. A nurse may have a pre-scheduled shift off by finding a qualified replacement to work providing that {1} the Hospital receives and acknowledges written notification not less than twelve- (12-) hours prior to the shift to be worked; and {2} no overtime or premium pay results from the schedule change, with the following exception: resource staff may not be utilized for such replacement without the nurse manager’s consent.

If the resource nurse has already met her/his resource obligation and there are no holes in the schedule on that day, the nurse manager must approve the trade. Shift replacement is not meant to circumvent a department’s normal procedure for requests for time off in advance of the regular schedule. Managers are not obligated to approve such trades in the event that the employee has failed to utilize the time off request procedure. If the employee has requested and been denied such time off through normal advance procedures or if the request is being made for a day on a schedule that has already been posted, the above will apply. Once approval has been granted it will not be rescinded.

8.7 Report pay. Nurses who are scheduled to report for 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 and for which the nurse is qualified. When the Hospital is unable to utilize such nurse and the reason for lack of work is within the control of the Hospital, the nurse shall be paid an amount equivalent to four (4) hours times the straight time hourly rate plus applicable shift differential; provided that a nurse who was scheduled to work less than four (4) hours on such day shall be paid for the nurse’s regularly scheduled number of hours of work for reporting and not being put to work through no fault of the nurse’s. The provisions of this section shall not apply if the lack of work is not within the control of the Hospital, or if the Hospital makes a reasonable effort to notify the nurse by telephone not to report for work at least two (2) hours before the nurse’s scheduled time to work. It shall be the responsibility of the nurse to notify the Hospital of their his/her current address and telephone number. Failure to do so shall preclude the Hospital from the notification requirements and the payment of the above minimum guarantee.

8.8 Equitable offer of resource work. The Hospital shall attempt to provide equitable distribution of pre-scheduled resource shifts among qualified, available nurses.
8.9 Rotation of shifts. It is the policy of the Hospital not to rotate nursing shifts. However, if such rotation becomes necessary, the Hospital shall consult with the Association prior to implementation. If nurses feel that such decision to rotate shifts is arbitrary or without proper cause, they shall have access to the grievance procedure.

8.10 Floating (assignment to a non-home unit). When a need exists to cancel or place a nurse on standby status on one unit but add staff to another unit, a scheduled nurse shall be considered an option for that staffing need.

8.10.1 Hospital right to float. The hospital reserves the right to float a nurse if no other option is available, subject to 16.4.2 and 16.4.3. The Hospital will float qualified nurses prior to scheduling or working an agency nurse, subject to the following conditions. An agency nurse will be cancelled to allow a scheduled bargaining unit nurse to float when such cancellation does not violate the terms of the Hospital’s contract with the agency and the Hospital does not incur the expense of the agency nurse’s scheduled time. The Hospital will only utilize an agency nurse to perform the duties of a scheduled bargaining unit nurse who has been floated when reasonable efforts to avoid doing so have been unsuccessful.

8.10.2 Notification. The staffing office shall make every effort to contact a nurse being considered for floating when scheduled options are available (excluding the Float Unit) to determine if that nurse has a preference, i.e., cancel vs. float. Staff nurses are encouraged to keep the staffing office informed regarding their preferences prior to the possibility of such staffing adjustments. A nurse, including float pool nurses, can only float once during any given shift from their original home assignment, except a nurse who has been floated from their original home assignment for the day may always float back to her home unit for the remainder of their shift, if needed.

8.10.3 Equitable distribution. Float assignments shall be equitably distributed among scheduled qualified nurses. Each nursing unit shall decide the method to assure that this rotation occurs.

8.10.4 Assignment completion. Whenever possible a nurse who is reassigned mid-shift (floated) shall be granted sufficient time to complete the nurse’s patient care assignment, including patient care documentation (charting) and patient report to the nurse assuming the nurse’s patient’s care prior to being required to report for a new assignment in another nursing unit.

8.11 Charge Nurse scheduling and assignment. One qualified charge or relief charge nurse shall be scheduled and assigned to charge nurse duties at all times in each
nursing unit on every shift, unless a Patient Care Coordinator is present on the unit and acting in a charge nurse capacity. When a charge nurse assignment needs to be made after final schedules are posted, a positioned charge nurse shall be utilized for charge assignment prior to a qualified relief charge, except when the charge nurse is scheduled on that shift above the nurse’s his/her master schedule. If no regular charge nurse is scheduled to work, a relief charge nurse shall be assigned and posted on the schedule seven (7) days in advance of the shift. A scheduled relief charge nurse shall not be replaced by a non-scheduled charge nurse.

No manager may act in the capacity of a charge nurse, except for an emergent need and in no case may they do so regularly or repetitively. To act as a charge nurse, managers must maintain their competencies in their department. If a charge nurse has a patient load assignment due to a manager acting as charge nurse for an emergent need, the scheduled charge (or relief charge) nurse shall still receive their charge nurse differential. [TA 3/4/21]

8.12 Meal and rest periods. Nurses will receive an unpaid meal period of one-half (1/2) hour during their work shift and one (1) paid fifteen (15) minute rest period for each four (4) hours of work during their shift. Each unit shall maintain a written plan developed by the unit’s nurses and nurse manager to ensure that nurses are relieved for such purposes and that essential patient care needs are met during a nurse’s absence from the unit. With approval of the charge nurse, following consideration of patient care needs, one (1) rest period may be combined with the one-half (1/2) hour lunch break for a combined total of forty-five (45) minutes.

8.13 Mandatory Call
The Hospital agrees that any changes in mandatory call shall be negotiated to completion with the Association. The Hospital shall not institute or alter any existing mandatory call without bargaining to completion with the Association.

In no case shall a Unit Practice Committee (UPC) supersede the collective bargaining agreement in terms of any working conditions, including changing schedules, mandatory call, or pay. A UPC may discuss the need for an alternative staffing system or on call system, but shall work with the Association to amend current practice.

The Hospital shall not alter the mandatory call systems in place in Operating Room, Post Anesthesia Care Unit, Short Stay, Endoscopy, Cath Lab, Cardiovascular Operating Room, Cardiovascular Preparation and Recovery, Women’s Health, Birth, and Child Center and anywhere else it exists for nurses represented by the Association. [TA 3/2/21]
8.14 Reorganizations and Unit Merger. Whenever the Hospital decides to change a nurse’s master schedule without the nurse’s consent, the Hospital shall have the right to reorganize positions in any unit once during any eighteen (18) consecutive month period. The Hospital agrees to provide the Association with thirty (30) days fourteen (14) consecutive calendar days’ written notice of its decision to reorganize, in advance of bidding for a reorganization, during which period the Association may provide the Hospital with written comments concerning the intended reorganization. The Hospital shall have the right to reorganize such positions at any other time within such eighteen (18) consecutive month period, upon the consent of the Association.

At the time of notification of a reorganization, the Hospital shall provide the Association with the shift and shift patterns available in the reorganization. In accordance with 8.1.2, paragraph 1, the Hospital will not create a reorganization master that has more than three consecutive days for 12-hour shifts and more than four consecutive days for 10-hour shifts, without the express written consent of the Association.

Bidding for new shift patterns shall occur by bargaining unit seniority. In departments with skill codes, bidding shall be awarded among nurses with the required skill code at the thirty (30) day notice of reorganization by bargaining unit seniority. Ties in seniority shall be determined by lot.

The Hospital agrees that, in administering this section, the Hospital shall engage in a good faith dialogue with any Nurse about, and prior to, any final decision to assign the Nurse to any given shift in connection with a reorganization pursuant to this section, and shall give good faith consideration to the desire of the Nurse relative to the Nurse’s shift assignment prior to making a final decision. The Hospital further agrees that it will not reorganize any unit pursuant to Section 8.14 in such a manner that all shifts are of the same length (for example, all twelve- (12-) hour positions), unless a majority of the nurses regularly assigned to the unit have expressed their written consent prior to such a reorganization. [TA 3/2/21]
8.15 Part-Time Positions. The Hospital is committed to increasing the number of part-time nurse positions to maximize staffing efficiency, nurse satisfaction and retention. Modifications to the staffing mix shall occur at the next department reorganization after ratification of this Agreement (8.14). If any nurse requests it, the Association shall hold a vote to determine whether the unit supports this minimum by a majority vote.

For those departments with greater than thirty (30) regular positions (as defined by 3.6), at least twenty percent (20%) of the positions offered shall be at 0.79 or lower (i.e., below 32 hours per week).

For those departments with fifteen (15) to twenty-nine (29) regular positions, at least ten percent (10%) of positions offered shall be at a 0.79 or lower.

For those departments with fewer than fifteen (15) regular positions, modifications to the staffing mix shall be evaluated on a departmental basis and shall be conducted by the Hospital in consultation with the Association. The goal shall be a mix of full-time and part-time positions that maximizes the efficiency of the schedule (i.e., staffing levels by day and shift shall meet the unit’s patient care needs). The Hospital shall have final approval.

Departments that increase or decrease regular positions relative to these tiers shall offer the appropriate number of part-time positions at the next departmental reorganization. [ONA proposal, rejected, still on table]

___________________________________
8.16 Break Relief Nurses. The Hospital shall assign to each unit listed below a break relief nurse for the purposes of rest and meal breaks. Break relief nurses will relieve nurses with permanent patient assignments for rest and meal breaks. Break relief nurses will not have permanent patient assignments. Units are defined as Clinical Decision Unit, Emergency Services, Medical Care Unit, Women’s Health, Birth, and Child Center.

[ONA proposal, rejected, still on table]
ARTICLE 9—COMPENSATION

9.1 Progression. All nurses shall advance from one (1) tenure step to the next in the following order: Eligibility for Steps 2, 3, 4, 5, and 6, 7, 8, and 9 occurs twelve (12) months after application of the prior step. Eligibility for Steps 7, 8, 9, 10, 11, and 12, 13, 14, and 15 occurs twenty-four (24) months after application of the prior step. In the first full pay period after ratification, nurses will advance to the next step based on their years at current step and a Step 14 will be added to the wage scale. At the second anniversary of ratification, a Step 15 will be added to the wage scale. As a result of this change, no nurse will be subject to a reduction in base wage or step placement. [ONA proposal, remains on table]

9.1.1 Progression after Expiration of the Contract. The Parties agree that, upon and after the expiration of this Agreement, there shall be no wage increases (subject to the text below relative to “step increases”) unless and until the Parties agree to any wage increases, thereafter, in a written instrument signed by both Parties. However, “step increases” shall continue to be paid following the expiration of this Agreement. Nothing in this language precludes the Association from bargaining retroactive pay as a normal part of the bargaining process after the expiration of the Agreement.

9.2 Wage rates. Nurses covered by this Agreement shall be compensated at the wage rates set forth in Appendix A hereto, which is incorporated into and expressly made a part of this Agreement. All differentials will be paid based at Step 1 on wage schedule for the appropriate position, eight- (8-) / ten- (10-) or twelve- (12-) hour position respectively.

9.3 Credit for prior experience. A nurse with at least two (2) years of full-time experience in an acute care hospital, or experience applicable to the position for which hired prior to hire

For nurse’s hired prior to April 1, 2021, the following schedule for credit for prior experience will be used:

- 2 out of last 4 years: ___________ Step 2
- 3 out of last 5 years: ___________ Step 2
- 4 out of the last 7 years: ___________ Step 3
- 5 out of the last 8 years: ___________ Step 4
- 7 out of the last 10 years: ___________ Step 5
- 10 out of the last 14 years: ___________ Step 6
- 15 out of the last 20 years: ___________ Step 7

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.
Upon ratification, Beginning April 1, 2021, newly hired nurses will receive credit for years of applicable nursing experience and placed on the applicable pay step as determined by the employer. A nurse that disagrees with the step placement may request a review by Human Resources within 30 days of their hire date. [TA 3/3/21]

9.4 Premium pay. Overtime and/or premium pay shall be paid for at the rate of one and one-half (1-1/2) times the straight time rate of pay, and shall be paid in the following instances.

9.4.1 Excess of standard shift. Work in excess of the duration of the nurse’s scheduled shift in each day, which is defined as a period commencing at the beginning of a nurse’s shift and terminating twenty-four (24) hours later.

9.4.2 Excess of standard work week. Work in excess of forty (40) hours in a one-week work period, or eighty (80) hours per two (2) week work period for nurses who are on an eighty (80) hour work period.

9.4.3 Excess of ten-hour and twelve-hour shift. Work in excess of ten- (10-) hour and twelve- (12-) hour pre-scheduled shifts provided the nurse and the Association have previously executed a written waiver of overtime after eight (8) hours. The Association shall respond to waiver requests within ten (10) days of receipt. Failure to respond in such time period shall be considered to be acceptance of such waiver by the Association.

9.4.4 Missed meal period. Work in excess of six (6) hours without a meal period until a meal period is obtained for eight (8) and ten (10) hour positions or seven (7) hours for twelve (12) hour positions, providing that the supervisor is notified prior to the completion of six (6) hours or seven (7) hours of work respectively and a supervisor signs the Kronos Exception form prior to the completion of the pay period. It is the goal of both parties that the meal period shall occur during the middle four hours of a nurse’s shift for all nursing units whenever practical. Whenever possibleTo the extent practical, meal and rest periods breaks are uninterrupted time from the work environment, including any and all work-related phone calls, questions or charting. Should an employee feel that any work interruption to their meal period causes them to not receive a meal period as defined above, the employee may (a) return to work at the time of the interruption and fill out a Kronos Exception form stating they did not receive a meal period or (b) take a full meal break later in their shift. Should an employee choose to return to work as a result of an interrupted meal period, the above payment for overtime

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until the meal period is obtained will not apply. However, the employee will be
paid for their missed meal period at the appropriate rate as required by law or
daily overtime agreements. [TA 3/3/21]

9.4.5 Holiday pay. Holiday work as specified in Article 10.5.

9.4.6 Following shift cancellation. Work after a nurse’s scheduled shift has
been canceled for a minimum of two (2) hours.

9.4.7 Weekend off. Work on a scheduled weekend off (or portion thereof) as
defined in Article 8.3.

9.4.8 Sixth and consecutive day. Work in excess of five (5) days in a row, up to
a maximum of five (5) work days at a premium rate.

1. Minimum hours per day. For purposes of this provision, a day of
work shall be defined as a minimum of four (4) hours of work.

2. Voluntary meeting exclusion. Self-scheduled voluntary in-
services and/or nursing unit meetings shall not be considered time worked
under this provision.

3. Extended standby. Nurses working pre-scheduled extended
standby as defined in 9.16 shall be entitled to this provision. When pre-
scheduled extended standby must be considered to qualify for this
provision, the following definition of a day of work shall apply:
   a. A period commencing at 0700 and terminating twenty-four
      (24) hours later; and
   b. A minimum of four and one-half (4.5) cumulative hours.

9.4.9 Standby call-in. Work by nurses notified to report to work while on standby
as defined in Article 9.16.

9.5 Premium pay duplication. There shall be no duplication of overtime payments for
the same hours worked under any of the provisions of the Agreement, and to the extent
that hours are compensated for at overtime rates under one provision, they shall not be
counted as hours worked in determining overtime under the same or any other
provision, provided however that if more than one (1) provision is applicable, the higher
rate shall apply.

9.5.1 Greater of consecutive day or standby. The above shall, in part, be
interpreted to mean that hours worked from a standby status will be compared to

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the consecutive day premium pay calculation, and the greater of the two will be paid. OR, PACU, ENDO, and the Cath Lab are excluded from this specific application.

9.5.2 Exceptions.

1. **Holiday/consecutive day.** When a nurse works on a holiday and such work results in work in excess of five (5) consecutive days and/or hours in excess of eighty (80) in a two (2) week period, time and one-half (1-1/2) shall be paid for hours worked on the holiday and for hours in excess of five (5) days or eighty (80) hours;

2. **Missed meal.** Work in excess of six (6) hours without a meal period in accordance with article 9.4.4;

3. **Extended standby/consecutive day.** When pre-scheduled extended standby call-back hours are included in consecutive day calculations, such hours will be compensated at call-back rate, plus an additional maximum of three (3) consecutive work days shall be paid at a premium rate.

9.6 Compounded premium pay. No application of this Article shall be construed or interpreted to provide for compounded compensation of overtime at a rate exceeding time and one-half (1-1/2), except preferential pay treatment as specified in Article 9.18.

9.7 Overtime authorization. All overtime worked by a nurse shall be authorized in advance if possible, otherwise, the claim for overtime shall be subject to review. If it is not possible on the day overtime is worked to secure authorization in advance, the nurse shall record the overtime on the day overtime is worked, and the reasons therefore on a record made available by the facility, and given to the supervisor at the earliest opportunity.

9.8 Shift differential. Differential is paid at the nurse’s scheduled shift rate if the nurse works over into the next shift to complete the nurse’s scheduled shift. A nurse’s regular shift differential pay shall be included in Earned Leave, Bereavement Leave, Court Witness Leave, Mandatory In-service and applicable overtime hours worked.

9.8.1 Evening rate of pay. Nine percent (9%) of Appendix A Wage Schedule Step 1 rate per compensated hour according to 9.2 (1545–0015).

9.8.2 Night rate of pay. Twenty percent (20%) Fifteen percent (15%) of Appendix A Wage Schedule Step 1 rate per compensated hour according to 9.2 (2345–0815). [ONA proposal, remains on table]

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9.8.3 **Longevity night shift differential**: Nurses employed for twelve (12) continuous months and that are currently in a night shift position shall be paid a night shift differential equal to twenty-two percent (22%) of Appendix A Wage Schedule Step 1 rate per compensated hour according to 9.2.

9.9 **Callback pay.** OR/PACU/ENDO/Cath: Thirteen percent (13%) of Appendix A Wage Schedule Step 1 rate per compensated hour according to 9.2.

9.10 **Charge Nurse differential.** Ten percent (10%) of Appendix A Wage Schedule Step 1 rate per compensated hour according to 9.2. A Charge Nurse shall receive a Charge Nurse differential for all compensated hours according to 9.2.

9.11 **Relief charge differential.** Ten percent (10%) of Appendix A Wage Schedule Step 1 rate per hours worked in a charge capacity according to 9.2.

9.12 **Certification differential.** Nurses who obtain and maintain a nationally recognized certification shall receive $2.00 per hour. Except for the bilingual skills certification differential, no no additional differential is allotted for more than one (1) certification. It is the nurse’s responsibility to provide documentation of certification to the Hospital. An approved certification list shall be established by mutual consent between the PNCC and the CNO or designee, and shall be updated on an annual basis.

9.21 **Bilingual Skills certification differential.** Nurses who obtain certification by passing an approved bilingual proficiency test for foreign language or American Sign Language (ASL) and maintain a position which requires translation or assistance in translation as part of their job duties will receive a bilingual skills certification differential of $2.00 per hour. [TA 3/2/21]

9.13 **Weekend differential.** A nurse who works during a weekend, defined as the calendar days of Saturday and Sunday, shall receive $3.00 per hour worked in addition to the nurse’s regular rate of pay. Weekend differential shall not apply for hours worked or scheduled during an Extended Standby as defined above.

9.14 **Short notice differential.** During the monthly work period, a regular or short hour nurse who voluntarily accepts an additional assignment at straight time or time and a half within twenty-four (24) hours of the time to be worked shall receive thirty-two dollars ($32.00)/eight- (8-) hour shift, or part thereof, forty dollars ($40.00)/ten- (10-) hour shift, or part thereof, and forty-eight dollars ($48.00)/twelve- (12-) hour shift, or part thereof, in addition to the pay to which the nurse is otherwise entitled. Nurses who are already working and agree to work over into the next shift will be paid the applicable rate of overtime/premium pay for such hours and are not entitled to short notice differential. Nurses who accept a double time assignment are not entitled to short notice differential.
9.15 Pay in lieu of benefits. Nurses working less than twenty (20) hours per week and not earning the employee benefits of Earned Leave, and Medical/Dental, Life, and Long Term Disability Insurance, shall receive an additional thirteen percent (13%).

9.16 Standby/on-call. On-call compensation shall be paid when the Hospital requires a nurse to remain available to report for work on short notice if notified by the Hospital. Pre-scheduled extended standby is assigned standby scheduled by routine posting that does not result from daily low census staffing assignment. In all cases, a short-term staffing need of less than two (2) hours may be filled by that unit’s patient care coordinator, assistant nurse manager, or nurse manager, or with a qualified nurse who is currently working a shift on that unit or on a different unit during the period of the short-term staffing need.

9.16.1 Rate of pay (applies to all Units in Hospital). Twenty dollars ($20.00)/four (4-) hour shift increment. Holiday rate is thirty dollars ($30.00)/four (4-) hours. Seven dollars and fifty cents ($7.50)/hour. Holiday rate is ten dollars ($10.00)/hour. A nurse on assigned extended first call-standby for more than forty-eight sixty-four (64) hours in a four-week schedule cycle shall receive ten dollars ($10)/hour, one and one-half (1-1/2) times this rate (thirty-dollars [$30.00])/four (4) hours and forty-five dollars [$45.00]/four (4) hours and fifteen dollars ($15)/hour on holidays for all scheduled first call-standby hours in excess of forty-eight (48) sixty-four (64). A nurse on standby for more than ninety-six (96) hours in a four-week schedule cycle shall receive sixteen dollars ($16)/hour and twenty-four dollars ($24)/hour on holidays for all scheduled standby hours in excess of ninety-six (96). Additional hours of first call extended-stay standby that a nurse requests or voluntarily accepts from a co-worker do not qualify for the time and one-half (1-1/2) standby pay rate. A nurse who accepts a first call extended-stay standby assignment within twenty-four (24) hours of the time the standby is required will be paid at the time and one-half (1-1/2) rate of standby pay for that additional first call extended-stay standby assignment. [ONA proposal remains on table]

9.16.2 Call in report pay/Travel time. Nurses notified to report for work while on standby shall receive standby pay plus time and one-half (1-1/2) for hours worked including up to thirty (30) minutes round trip travel time.

9.16.3 Minimum work guarantee. The nurse shall be guaranteed a two (2) hour minimum payment once the nurse reports for work. If called in to work when less than two (2) hours remain in the shift, a nurse may, but is not required, to work beyond the scheduled shift in order to receive two (2) hours of pay.
9.16.4 Reassignment to alternate unit. The House Coordinator will be responsible for reassignment of the nurse should work not be available in the department for which the nurse was on standby. This reassignment shall not be applicable to nurses called into work during the eight (8) hour period immediately preceding a scheduled shift, and/or nurses scheduled for pre-scheduled extended standby.

9.16.5 Altered standby status. Nurses on standby status who are subsequently notified at least thirty (30) minutes prior to their scheduled shift that they will be required to report for work at their normally scheduled starting time shall receive no standby pay but otherwise receive the pay treatment specified in 9.16.2.

9.16.6 Rest period. When a nurse has been called back to work during the eight (8) hour period immediately preceding a scheduled shift, the Hospital will provide a requested rest period and/or adjusted work schedule whenever possible.

9.17 Cancelled shift pay. Nurses requested to work after their scheduled shift has been canceled shall receive time and one half (1-1/2) for a minimum of two (2) hours. If a nurse is canceled and no reasonable attempt is made to notify the nurse before the start of the next shift that the nurse would have worked otherwise, the nurse shall receive four (4) hours pay in accordance with the provisions of this section.

9.18 Equal application of preferential pay. Preferential pay is when the Hospital agrees to fill an immediate staffing need by compensating a nurse at a rate of pay in excess of the rate the nurse is otherwise entitled to by contract; it does not include standby/on-call with subsequent call-in if no immediate need is known at the time it is scheduled. In the event any nurse works a shift for which the nurse is not pre-scheduled and receives preferential treatment of the nurse’s hourly wage, then all other nurses also not pre-scheduled and working the same shift and unit shall receive an equal premium (i.e., one and one-half (1-1/2) time or double time of base pay). Prescheduled is defined as scheduled when the schedule is posted, not nurses who sign up after the schedule is posted. Anyone who picks up a shift receives the same incentive pay as the highest incentive anyone else gets. [ONA proposal, remains on table]

9.19 Preceptor pay. An additional four and one-half percent (4.5%) will be paid per hour for hours worked in a preceptor capacity according to 9.2. Preceptors must have completed mandatory training provided by the Hospital to qualify for preceptor pay. [TA 3/1/21]

9.20 Advanced education pay. Nurses who hold advanced nursing degrees will be compensated annually as follows for the highest degree held. It is the responsibility of
the nurse to provide the Hospital with documentation of their degree.

1. **BSN: Nurses shall receive** three percent (3%) two percent (2%) of Step 1 of their applicable scale for all hours worked in addition to the nurse’s regular rate of pay according to 9.2.

2. **MSN: Nurses shall receive** four percent (4%) three percent (3%) of Step 1 of their applicable scale for all hours worked in addition to the nurse’s regular rate of pay; according to 9.2. [TA 3/14/21]

### 9.21 Bilingual Skills

Employees who translate or assist in translation or otherwise use their bilingual skills, including American Sign Language (ASL), shall receive a five percent (5%) differential for all hours worked. Eligibility for the differential will be based on either (a) passing a valid, reliable, professionally recognized foreign language or ASL test or (b) demonstrated completion of secondary education in a country whose native tongue is a foreign language. The Hospital shall pay all costs associated with demonstrated certification, including costs of test when successfully completed or transcript. [Included in 9.12]

### 9.22 Community Crisis Incentive

The purpose of this community crisis incentive is to incentivize and compensate nurses for the dedication and prioritization of local community health needs related to their personal and familial responsibilities during a crisis. During a state of emergency declared by the Hospital, county, state, or federal government, the Hospital shall pay all nurses $2.00 for each compensated hour. [ONA proposal, remains on table]

### 9.23 Float Pool

The Hospital shall pay Float Pool nurses an additional differential of $2.00 per compensated hour. [ONA proposal, remains on table]

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**ARTICLE 10—EARNED LEAVE**

10.1 **General provision.** Earned Leave is the Hospital's method of providing scheduled paid time off for eligible employees to meet their need for absence from work. Earned Leave is a consolidation of, and in lieu of, Sick Leave, Holidays, and Vacation which shall no longer accrue or be payable.

10.2 **Eligibility.** All nurses in regular positions of twenty (20) hours or more per week are eligible to accrue Earned Leave on a pro-rated basis.

10.3 **Accrual pro rata formula.** Earned Leave is accrued on a pro rata basis each pay period based on the following calculation: Actual hours compensated multiplied by the applicable factor listed below based on years of service (which also includes hours

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ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.
10.3.1 **Accrual rates.** Eligible employees shall accrue Earned Leave as follows:

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<thead>
<tr>
<th>No. of Years</th>
<th>No. of Days</th>
<th>Accrual Factor</th>
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<tr>
<td>1&lt;sup&gt;st&lt;/sup&gt; thru 12&lt;sup&gt;th&lt;/sup&gt; month</td>
<td>0–1</td>
<td>23</td>
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<td>13&lt;sup&gt;th&lt;/sup&gt; thru 36&lt;sup&gt;th&lt;/sup&gt; month</td>
<td>1–3</td>
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<tr>
<td>37&lt;sup&gt;th&lt;/sup&gt; thru 84&lt;sup&gt;th&lt;/sup&gt; month</td>
<td>3–7</td>
<td>31</td>
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<tr>
<td>85&lt;sup&gt;th&lt;/sup&gt; thru 144&lt;sup&gt;th&lt;/sup&gt; month</td>
<td>7–12</td>
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<tr>
<td>145&lt;sup&gt;th&lt;/sup&gt; month thru 180&lt;sup&gt;th&lt;/sup&gt; month</td>
<td>12–15</td>
<td>39</td>
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<tr>
<td>181&lt;sup&gt;st&lt;/sup&gt; month and up</td>
<td>15 and up</td>
<td>40</td>
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10.3.2 **Standby formula.** In addition to the above rate, Earned Leave shall accrue on assigned standby calculated on the basis of one-half (1/2) hour of work per four hours of assigned standby, computed at the nurse’s regular Earned Leave rate of accrual.

10.3.3 **Maximum accrual.** Employees may accrue up to a maximum of two years’ full-time accrual of Earned Leave (2 x display of days in this section). All accrued days in excess of this limit shall be paid directly to the nurse, subject to the policy on cash out of Earned Leave, or upon request shall be deposited in the employee’s Extended Illness Bank.

10.4 **Use of Earned Leave**

10.4.1 **Availability of Earned Leave.** In order to assure that all bargaining unit nurses have a fair opportunity to receive the vacation intended by this provision, the Hospital and Association agree as follows:

1. **Minimum usage.** Full-time nurses are encouraged to take a minimum of ten (10) days of Earned Leave each year in the form of vacation.

2. **Weekend usage.** Nurses are encouraged to limit the number of vacation requests that involve weekends only. During the summer prime time period, nurses may not be granted more than three (3) scheduled
weekends of Earned Leave off. During the rest of the calendar year, nurses may not use Earned Leave to alter their scheduled pattern of weekend work shifts covering a period of time greater than six (6) consecutive weeks. The Hospital may, however, grant additional weekend shifts off to accommodate a nurse’s educational program or other special, non-recurring circumstance based on the criteria in Section 10.4.3.
ONAMWMC, MARCH 23

10.4.2 Application. Earned Leave may be used as soon as it is earned in accordance with the provisions of this section, except that time off for vacation purposes may not be taken until successful completion of six (6) months of service. The minimum number of full and/or part-time nurses per unit and shift with master schedules shall be granted Earned Leave time and/or education days (Article 16.1.1) off on each scheduled day of work shall be determined by the table below.

A minimum of two (2) full and/or part-time nurses per unit and shift with master schedules of six (6) or more nurses shall be granted Earned Leave time and/or education days (Article 16.1.1) off on each scheduled day of work. The number of nurses off shall be a minimum of one (1) full and/or part-time nurse per unit and shift with master schedules of five (5) or fewer nurses.

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<tr>
<th>Number of nurses per unit and shift</th>
<th>Minimum number of nurses granted earned leave</th>
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<td>5 or fewer</td>
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Vacant positions and those on FMLA are not to be counted in calculating the minimum numbers described above. Leaves of absence of less than ninety (90) consecutive calendar days duration shall be counted in calculating the minimum numbers described above. The Hospital shall provide the Association, on a quarterly basis, with the name(s) of any nurse(s) who are denied such time off due to the counting of such leaves of absence in calculating the minimum numbers described above. Any nurse who is denied such time off due to the counting of such leaves of absence in calculating the minimum numbers described above shall be granted such time off at a time mutually agreeable to the Hospital and the nurse within ninety (90) days of the denial of such time off.

1. **Short Stay/Endoscopy/Pre-Admission Testing PTO – See Memorandum of Understanding, section 6, dated 4/6/2018.** The Short Stay nursing unit shall be considered to have one (1) shift for purposes of this provision.

2. **PACU.** The PACU shall allow one (1) nurse off each day.

[Note: #1 & #2 changes are in both sides’ proposals. In main paragraph, ONA proposals are either 1) exclude FMLA or 2) increase number off.]
10.4.3 Procedure. Requests for scheduled Earned Leave, including Birthday holiday, must be submitted to the Staffing Coordinator by the first (1st) of the month preceding the month in which the Earned Leave is requested. When a nurse requests Earned Leave on the following month’s schedule, the nurse must have sufficient Earned Leave accrued at the time of requesting off and present in her/his Earned Leave Bank to cover the time off being requested. When a nurse requests Earned Leave that will occur after the following month’s schedule and up to six (6) months prior to the requested time off, her/his Earned Leave Bank balance and accrual rate must be sufficient to project that Earned Leave will be available to cover the time off requested. Requests for Earned Leave will be given preference based on the date received except that two requests received on the same day shall be decided by seniority. Requests shall be granted or denied based on the Hospital’s ability to adequately staff departments and will be granted if staffing levels permit. Such granting or denial shall be made in writing as soon as possible, but in no event longer than ten (10) days from the date of the request. Lack of notification of a vacation request may be appealed in accordance with the expedited grievance process set forth in Section 7.5. Requests for time off will not be considered earlier than six (6) months in advance regardless of the date they are submitted. All requests submitted earlier than the first of the month preceding the sixth month in advance of the month in which the Earned Leave is requested will need to be resubmitted at six (6) months in advance, shall be considered as being submitted on the same date. To be considered, fifty percent (50%) or more of the Earned Leave request must fall within that month which is being identified for this early scheduling. When approved and scheduled, the hours will be entered into the time and attendance system as Earned Leave for the pay period in which the Earned Leave will be used.

10.4.4 Short hour nurses. Short hour nurses not on benefits will be granted an unpaid vacation of up to thirty (30) calendar days each year.

10.4.5 Requests during work period. Requests for scheduled Earned Leave submitted after the first (1st) of the month shall be considered for reasons the employee was unable to anticipate prior to the first (1st) of the month. Such requests shall be considered on their merits and upon the Hospital’s ability to adequately staff departments.

10.4.6 Unscheduled Earned Leave. Requests for unscheduled Earned Leave (absences initiated on a day the employee is scheduled to work) should be made only for employee illness or injury, or an emergency situation beyond the

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employee’s control. An employee making such request may be required to
provide proof of inability to report to work. Such requests should be made as
soon as the employee becomes aware of the problem or at least two (2) hours
before the shift starts, if possible. Employees are cautioned to use this form of
Earned Leave in strict conformance with these guidelines as repeated, chronic,
or improper use of unscheduled Earned Leave is cause for progressive discipline
including discharge. It is not required that Earned Leave be used for requests
granted two (2) hours prior to the start of a shift (“Off If Possible”).

10.4.7 Unpaid and combination requests. Requests for unpaid time off will be
considered at the time the monthly schedule is made out after requests for
Earned Leave and requests for time off for short hour nurses without benefits
have been satisfied. Earned Leave requests may be submitted in combination
with requests for unpaid time off, but such requests will not be granted during the
prime time periods. Such requests shall be subject to the provisions of 10.4.3.
The unpaid time off portion of such requests (for shifts the nurses otherwise
would have been scheduled) shall not exceed fifty percent (50%) of the paid
Earned Leave time requested to receive the same preferential treatment as other
Earned Leave requests. Nurses may take no more than ten (10) scheduled days
each calendar year as unpaid time off in combination with Earned Leave.

10.4.8 With Workers’ Compensation. Employees may utilize Earned Leave to
supplement Workers’ Compensation up to the amount of pay received from
regularly scheduled hours of work.

10.4.9 Cashout. An employee may elect to cash out up to one hundred (100)
hours of their projected calendar year accrual of Earned Leave at one hundred
percent (100%) subject to the following terms and conditions:
1. A balance of forty (40) hours must be retained in the employee’s
   Earned Leave Bank.

2. The election must be made during the month of October for Earned
   Leave to be accrued in the upcoming calendar year.

3. The employee must designate when they wish to receive their
   Earned Leave cashout(s) during the upcoming year in October.

4. The election is irrevocable.

5. An employee who does not declare such election and later decides
to cash out Earned Leave shall be cashed out at eighty-five percent
(85%).
10.4.10 Following termination notice. Earned Leave cannot be used during the termination notice period.

10.4 Donation of Earned Leave for Medical Hardship.
An employee may donate a minimum of one (1) hour and a maximum of forty (40) hours per year of their accrued earned leave for the benefit of another bargaining unit member who has a medical hardship. A medical hardship for purposes of receiving donated earned leave is defined as a medical condition of an employee or a family member. The hardship must require the prolonged absence of the employee from work and result in a substantial loss of income because the employee has exhausted all accrued time off benefits. An employee who wishes to donate to another bargaining unit member or receive earned leave shall complete the appropriate form(s). This form(s) shall be located on the Hospital’s intranet. This section will be effective ninety (90) days after ratification.

10.5 (NEW). Donation Paid Leave
See Addendum Hospital’s Donation Paid Leave Policy C.7 effective 09/20/2018 [TA 3/2/21]

10.5 Holidays.
10.5.1 Definition. If an employee is scheduled or requested by the Hospital to work on any of the following holidays, the nurse shall be paid time and one half (1-1/2) the nurse’s base hourly rate including applicable differentials for hours worked on such holidays.

New Year’s Day Labor Day
Memorial Day Thanksgiving Day
Independence Day *Christmas Day

*Nurses whose shift begin on or after 6:30 p.m. (1830) on Christmas Eve and which extend into Christmas Eve will receive one and half times (1.5 times) their regular rate of pay for all worked on that shift. [TA 3/4/21]

10.5.2 Scheduled rotation. The Hospital schedules time off for Thanksgiving Day, Christmas Day and New Year’s Day on a rotating basis.

10.5.3 Birthday. A nurse’s birthday shall be granted off if requested as outlined in 10.4.2. If this request cannot be accommodated by the Hospital, all hours worked on the nurse’s birthday shall be paid at one and one-half (1-1/2) times the

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10.5.4 Resource nurse schedules. Resource nurses will be assigned a position letter A or B and will be required to work either Christmas or Thanksgiving. A’s will work Thanksgiving Day; B’s will work Christmas Day. This will be rotated annually. They shall be cancelled or placed on-call prior to other nurses upon request.

10.6 Extended Illness Bank.

10.6.1 Definition. Accrued but unused Sick Leave benefits will constitute an Extended Illness Bank for employees with such accrued hours on the date of implementation of this benefit and discontinuance of Sick Leave accrued. Except as described below, employees have no vested interest in accumulated Sick Leave.

10.6.2 Use. Extended Illness Bank hours may be used starting with the first (1st) scheduled work day the employee is absent due to employee hospitalization, and starting with the third (3rd) scheduled work day that the employee is absent due to non-hospitalization employee illness or injury. In the event that non-hospitalized illness continues for five (5) or more calendar days, the first two (2) days of such time shall be compensated from the Extended Illness Bank at the request of the nurse.

10.6.3 With Earned Leave. Extended Illness Bank hours may not be used during periods of Earned Leave.

10.7 Absences With Pay.

10.7.1 Bereavement. When a death occurs in the immediate family of a regular or short hour nurse, or a resource nurse who was pre-scheduled on the requested days of the leave, the nurse shall be entitled to a leave of absence as necessary of up to three (3) days with pay. If the nurse must travel out of state to attend a funeral service, memorial service, or similar event for the deceased family member, the nurse shall be entitled to a leave of absence as necessary of up to four (4) days with pay. Immediate family is defined as spouse, spousal equivalent, children, parents, brothers, sisters, parents of spouse, grandparents, grandchildren, and other relatives residing in the same household as the nurse. [TA 3/2/21]

10.7.2 Jury duty. A nurse called for jury duty will be excused from work on days which the nurse serves and shall receive for each day of jury service, the difference between the nurse’s regular straight time day’s pay and the amount of
jury pay. The nurse must show proof of jury service, and the amount of jury pay. The nurse must call into work if three (3) or more hours of the nurse’s shift remain at the end of jury service for the day, unless jury service was a complete service day. A nurse on jury duty shall be considered scheduled for day shift, Monday through Friday.

10.7.3 Court witness. Nurses who are subpoenaed to appear as a witness or to submit a deposition in a job-related court case, where the nurse is not a party adversary, during their normal time off duty, will be compensated for the time spent in connection with such activity in accordance with the applicable rate of pay. Any court witness pay will be assigned to the Hospital.

10.8 No discipline for illness. The employer shall not use formal discipline due to any illness where the nurse provides documentation from a provider. [ONA proposal, remains on table]

ARTICLE 11—LEAVES OF ABSENCE WITHOUT PAY

11.1 General provisions. Nurses with at least twelve (12) months of continuous service may request a leave of absence without pay for a period of up to an aggregate total of twelve (12) months when combined with a paid leave for the following reasons, and under the following conditions. Such requests may be granted at the discretion of the Chief Nursing Officer, Director of Nursing or appropriate Vice President.

11.2 Types of leave. Requests for leaves may be granted for the following reasons:
   1. Education (profession related).
   2. Family Medical Leave *
   3. Other (travel, care for family members, emergency, etc.)
   4. Military

* Such requests shall be granted on the advice of a qualified physician and the duration of such leave shall be determined on the basis of medical need. An extension of such leave for any other reason shall be determined on the basis of category three (3) above.

11.3 Denial of leaves. Requests for leaves may be denied for the following reasons, consistent with state and federal law:
   1. Inability to maintain proper staffing levels
   2. Inability to obtain qualified replacement
   3. Inadequate notice of intent to take leave
   4. Repeated use of leave of absence
   5. Lack of merit in request

11.4 Notice and duration of leave. Except in situations not possible to anticipate,
nurses must submit their requests for leave to the Hospital three (3) months in advance of such leave. Nurses must give at least thirty (30) days’ notice of return. A definite return date must be agreed upon prior to the start of such leave unless circumstances make such commitment impossible.

11.5 Reinstatement rights. A nurse returning from a leave of ninety (90) days or less including Sick Leave and Earned Leave, shall return to the nurse’s former position. A nurse returning from a leave in excess of ninety (90) days, including Sick Leave and Earned Leave, shall return to the first available position for which the nurse is qualified, and shall be given preference over other bidders on position openings on the nurse’s former shift until the nurse is offered a position on the nurse’s former shift that provides the number of hours in the nurse’s former position.

11.6 Seniority/benefit accrual. The accrual or payment of all benefits, and the accrual of seniority, shall cease at the start of unpaid leaves. Benefits and seniority accumulated prior to such leave shall not be forfeited.

11.7 Insurance/Association fees. Nurses on unpaid leave must pay the required premiums for group insurance, beginning the first of the month following the start of the leave, in order for such coverage to continue during the leave, and must pay Association dues in order to remain a member.

11.8 Family and Medical Leave.

11.8.1 Administration. Family, pregnancy and medical leaves of absence will be administered by the Hospital consistent with applicable state and federal laws. It is the intent of the parties that the provisions of this Article shall be consistent with these statutes and any conflicts in the administration, application or interpretation of these provisions shall be resolved by the application of the relevant leave statute.
11.8.2 **Insurance continuation.** A nurse shall have the option to maintain participation in group insurances for up to twelve (12) weeks during family/parental or a medical leave of absence by requesting that for the duration of this type of leave either (a) the nurse shall have the option of taking any accrued earned leave to cover the employee’s portion of their premiums or (b) the employee may pay the employee’s portion of their premium by check each pay period twenty (20) hours/week be credited against the nurse’s earned leave bank for the duration of this type of paid leave. It is the nurse’s option to utilize Earned Leave hours in excess of this minimum during this time period. [TA 3/2/21]

This type of leave shall not be subject to 10.4.6 and shall be granted on the same basis as an unpaid leave.

11.9 **Workers’ Compensation.** In the event of a leave of absence caused by an injury for which the nurse has received Workers’ Compensation benefits, in lieu of the provisions in this Article, the nurse’s leave, and position return rights shall be determined by applicable Oregon State Statute.

**ARTICLE 12—SENIORITY AND LAYOFFS**

12.1 **Seniority.** Seniority shall mean length of continuous service with the Hospital from the employee’s original date of hire in a position covered by this Agreement, excluding unpaid leaves of absence.

12.1.1 **Service outside bargaining unit.** Previously accrued seniority shall be maintained. Accrual of bargaining unit seniority shall continue but be limited to a period of six (6) months from date of transfer when a registered nurse accepts a non-bargaining unit position.

12.1.2 **Loss of seniority.** An employee shall lose all seniority rights for any one or more of the following reasons:

1. Voluntary resignation or retirement, unless re-employed within three (3) months. Refusal to rehire shall not be subject to the grievance procedure.

2. Discharge for just cause.

3. Failure to return to work within ten (10) days after being recalled from layoff by registered mail, return receipt requested, unless due to actual illness or accident.

4. Leave of absence for a continuous period of more than one (1) year, except Workers’ Compensation injuries.
5. Layoff for a continuous period of more than two (2) years.

12.1.3 Earned Leave placement. A non-bargaining unit employee who enters the bargaining unit shall be credited for total years of service at the Hospital for purposes of Earned Leave accrual step placement.

12.1.4 Seniority reinstatement. Any non-probationary, non-temporary nurse who terminates from employment in the Hospital bargaining unit and is rehired by the Hospital to a position covered by this Agreement within a period of less than one (1) year from the date of termination will be returned to at least the nurse’s same wage as prior to termination and have the nurse’s his/her seniority restored. Earned Leave accrual step will not be restored if the nurse had terminated Hospital employment. [TA 3/3/21]

12.2 Low census daily staffing adjustments. The percentage system for low census rotation will be utilized for all nurses without regard to shift duration. The percentage used for comparison between nurses shall be established prior to the beginning of the nurse’s shift.

In the event a staffing adjustment is needed which would result in the cancellation of any part of the first portion of the shift of an eight- (8-) hour, ten- (10-) hour or twelve- (12-) hour shift nurse, the percentages of all currently working nurses who may be sent home in lieu of such cancellation will be compared with the nurse who is scheduled to report to work to determine whether the currently working nurse will be sent home or whether the nurse scheduled to come in will be called off for the first portion of their shift.

12.2.1 Percentage rotation system general provisions. A percentage rotation system for assigning nurses work cancellations and the designation of standby status shall exist as outlined herein. This system will apply to all bargaining unit nurses (RNs and LPNs) with a master schedule. This system shall be applied in a uniform manner to assure the fair distribution of available work.

1. Effect on ability to staff. At no time will this method of staffing adjustment adversely affect the Hospital’s ability to staff departments with qualified nurses. The Hospital may deviate from the low census rotation system in consideration of the differences in RN and LPN standard and scope of practice qualifications only when necessary to maintain qualified staff for patient care.

2. Irregular shift application. Application of the percentage rotation system to irregular shift start and stop times shall be as currently established, or for new position schedules, as mutually agreed upon.
between the Association and the Hospital.

3. **Nurse responsibility/procedure.** Each nurse shall be responsible for (1) the nurse’s own percentage calculation for each worked shift and the recording of this figure on the percentage worksheet, (2) indicating on this record the reason for scheduled time off from the nurse’s master schedule, i.e., vacation (V), request time (R), education (E), etc., and (3) indicating on this record by marking with an “X” days not on the nurse personal master schedule. Non-compliance with this provision for a period of seven (7) consecutive days shall result in the subject nurse being placed on low census cancel or standby on the nurse’s next scheduled day and all subsequent days until the nurse’s percentage is updated.

4. **Supervisory responsibility/procedure.** On a daily basis the Assistant Nurse Manager, Charge Nurse, or their designee, shall be responsible for (1) overseeing that ratios and percentages are being calculated correctly and recorded appropriately on their shift, (2) recording unscheduled loss of work by each nurse on the percentage worksheet when the nurse is absent from work. (Unscheduled loss includes illness (I), family emergency (FE), etc.), (3) assessing individual non-compliance with this provision, specifically whether a nurse has not completed and recorded the nurse’s percentage properly for the period of seven (7) worked days specified above, and (4) conveying percentages and/or penalty cancellations to the nursing supervisor.

The nursing supervisor shall obtain from the nursing units percentages for determination of staff cancellations and/or standby assignment prior to scheduling adjustment. The supervisor shall be responsible for recording and obtaining float unit nurse unscheduled loss of work percentage calculations.

5. **Separate unit application.** For the purpose of this Article, each nursing unit shall be considered a separate department and home unit with the exception of mid-shift assignments that involve the Float Unit (as noted below).

6. **Non-RN staff.** The Hospital and the Association recognize the desirability of minimizing the displacement of RNs by non-RN staff.

7. **Low census/standby Earned Leave use.** A nurse may choose to use accumulated Earned Leave hours on days that are cancelled or placed on standby due to low census.
8. **Responding to increases in patient census or acuity.** Each department will ensure that its written staffing plan provides for the use of standby assignments or other reasonable accommodations whenever a nurse is placed in low census, so the department can be prepared for increases in patient census or acuity later on.

12.2.2 **Order of cancellation/standby—prior to shift.** Prior to the start of the shift when adjustments are necessary, such reduction or assignment of standby shall take place in the following order:

1. Nurses receiving premium pay.

2. Nurses eligible for premium pay on a consecutive weekend shift which is in addition to the nurse’s regular scheduled weekend.

3. Volunteers who have notified the Hospital at least two hours prior to the start of their shift requesting “off if possible” (OIP), “off if possible, standby if not off” (OSIP), or “standby if possible” (SIP).


5. Nurses scheduled into a unit other than their home unit by seniority.

6. Nurses scheduled in excess of their personal master schedule on their home units by seniority.

7. Nurses scheduled their regular master schedule shifts by the percentage rotation system.

8. Float unit nurses work prior to floated nurses.

Refer to During Shift priority of cancellation for assignment of partial shifts (below).

12.2.3 **Order of cancellation/standby—during the shift.** Reducing nursing hours after a shift has begun shall be initiated by the Charge Nurse on duty. Such reduction shall take place in the following order:

1. RNs receiving premium pay, scheduled above their master schedule, by seniority.

2. Volunteers by request following the start of the shift. Each nursing unit shall decide the method of this request procedure.
3. Resource nurses by seniority.

4. Nurses floated into a unit other than their home unit by seniority.

5. Nurses working above their personal master schedule by seniority.

6. Nurses working their master schedule shift by beginning-of-the-shift percentage.

7. Float Unit nurses will be in one of the last two (2) categories above.

12.2.4 Procedure and percentage calculation method.

1. Hours worked/hours scheduled. When scheduled for a shift that is to meet the nurse’s master schedule, the nurse shall add their number of scheduled hours on the “hours scheduled” line. The hours actually worked during that shift will be entered on the “hours worked” line. Percentages will result from hours worked divided by hours scheduled, rounded to the nearest full percent.

The beginning-of-the-month ratio is determined by the previous month’s ending percentage. “Hours worked” (the numerator) is always the nurse’s ending percentage from the previous month; “Hours scheduled” (the denominator) is entered as “100.”

2. First cancelled. When the percentage rotation system is utilized to determine work hours reductions, the nurse whose ratio of hours worked to hours scheduled is the highest, that is whose ratio is closest to “one” (1/1 or 100%), will be the first cancelled or assigned to standby status. The next nurse cancelled or assigned standby status shall be the nurse whose ratio is the next closest to one, etc.

3. Percentage change due to OIP/SIP and absences. Master Schedule Low Census OIP/Low Census SIP; Scheduled/Unscheduled Absences. When a nurse is granted low census OIP/SIP, or is cancelled or placed on standby by percentage, these hours lost will be used in the calculations and result in a lowered percentage. Any other scheduled absence (vacation, LOA, request days, etc.), cancellations of days in excess of a nurse’s master schedule, or unscheduled absence (illness, family emergency, etc.) shall not affect the nurse’s percentage. The percentage is frozen and carried to the next scheduled personal master day.
4. **Effect of extra scheduled shifts.** Hours that a nurse is scheduled above the nurse’s personal master schedule are not entered into the percentage rotation system calculation. These hours include extra shifts that are self-scheduled, high census shifts/hours, and/or overtime hours.

5. **Seniority tiebreaker.** When there exists a situation in which percentages are unavailable (excluding Resource nurses), or when percentages are tied, then seniority shall be the determining factor. The junior nurse will be cancelled or assigned standby status prior to the senior nurse.

6. **Float Unit calculation.** The Float Unit will be considered a separate nursing unit with its own percentage rotation system for low census staffing. A Float Unit nurse shall not displace another nurse from those shifts that the nurse is scheduled to work to fulfill the nurse’s his-her-personal master schedule. However, Float Unit nurses will work before a nurse who could be floated to another unit.

Nurses scheduled above their personal master schedule shall be cancelled or placed on standby status prior to Float Unit nurses working their personal master schedule.

If a Float Unit nurse and a nurse scheduled in a unit where the float nurse is qualified to work are both scheduled above their personal master schedule, seniority shall be utilized for assignment.

Standby and low census cancellation shall be assigned to a qualified scheduled Float Unit nurse prior to a full-time, part-time, or short-hour nurse from another nursing unit, except when a Float Unit nurse’s percentage of time worked is below seventy-five percent (75%). When this occurs, the Float Unit nurse will have the option of working in place of a nurse with a higher percentage scheduled in a unit on which the Float Unit nurse routinely works, providing the nurse being displaced has a percentage higher than that of the Float Unit nurse. If more than one nurse in the unit(s) on which the Float Unit nurse routinely works has a higher percentage than the Float Unit nurse, the Float Unit nurse must displace the nurse with the highest percentage. A Float Unit nurse who displaces a scheduled nurse in this manner will assume the work schedule of the nurse they are displacing.

For purposes of mid-shift cancellation or standby only: once a Float Unit
nurse has been assigned to a nursing unit that unit becomes the nurse’s home unit and the nurse’s percentage or seniority is compared to these nurses.

7. **Charge and Relief Charge Nurse calculation.** A Charge or a Relief Charge Nurse, when assigned as a Charge Nurse for a specific shift and nursing unit, shall not be cancelled or placed on standby status except {1} when scheduled above the nurse’s master schedule or {2} when relieved of their Charge Nurse duties. All of the nurse’s hours worked shall be included in the percentage rotation system.

During periods of low census Charge and Relief Charge Nurses shall be encouraged to share available charge work hours.

8. **Assignment to a non-home unit (floating).** If at any time there are equivocal situations involving more than one nursing unit and assignments need to be made house-wide, seniority shall be utilized for assignment.

9. **Schedule exchanges or substitutions.** Since exchanges result in an equal number of shifts to the nurse’s original personal master schedule then, for purposes of cancellation of standby, an exchange shall be considered equivalent regardless of the specific days of the week actually worked. Substitutions result in an added shift above the nurse’s personal master schedule and will be treated accordingly.

10. **Professional development days.** Professional Development Days shall not affect the nurse’s percentage.

11. **Preceptors.** The RN Preceptor, as defined in the Position Posting and Filling Vacancies Article, shall be exempt from the cancellation/rotation system for those shifts during which the nurse is assigned with the orientee, however this work shall be included in the nurse’s percentage calculation.

12. **Low census errors.** A nurse who loses a shift of work through cancellation or being placed on standby due to staffing/management error, and who reports such error within seven (7) calendar days, shall be offered equivalent replacement hours of bargaining unit work on the nurse’s regular shift, or other mutually agreed upon time, providing such arrangement does not deny scheduled work to a full-time, part-time or
short-hour nurse. The Hospital shall schedule the affected nurse within fourteen (14) days. All applicable overtime and differentials shall be paid.

No nurse can be low censused/cancelled for the replacement shift. [TA 3/3/21]

In the event that bargaining unit work is not available within fourteen (14) calendar days of the date that the error was reported, a mutually agreed upon alternative work assignment shall be arranged.
12.3  Low Census Cap/Guaranteed Hours

Reduction in work hours of nurses shall not exceed 25% of a nurse’s positioned hours for each two (2) week pay period, unless a nurse voluntarily waives this provision, requests to be on-call, reports illness, or trades shifts. Benefitted nurses who are at guaranteed hours shall be excluded from the low census cancellation procedures described in §12.2. Nurses who will reach guaranteed hours during the shift may be required to work the hours up to the guaranteed hours, beginning at the start of the nurse’s regularly scheduled shift or as mutually agreed upon. For purposes of calculating the work hours, all compensated hours will be used.

[ONA proposal, remains on the table]
12.4 Layoff and recall. (sub sections renumbered accordingly)

12.3.1 Order. When a layoff of nurses is necessary, it shall occur in the order of bargaining unit Hospital-wide seniority providing each remaining senior nurse is qualified to perform the work in the position in which the nurse is placed during the layoff. Resource nurses are not included in the layoff procedure.

12.3.2 Procedure. If the Hospital determines that a permanent or prolonged reduction in personnel is necessary within one or more seniority pools, the following shall occur:

1. A determination by the Hospital shall be made regarding the number of hours to be eliminated in each seniority pool.

2. The number of positions to be eliminated within each seniority pool shall be determined. The nurses who occupy those positions shall be identified by inverse bargaining unit house-wide seniority and shall be notified of the elimination of their positions.

3. The nurses identified and notified pursuant to paragraph 2 above may choose, in order of bargaining unit house-wide seniority, {a} to displace the least senior nurse in any seniority pool within the affected nursing unit, provided the displaced nurse is less senior than said nurse, {b} to displace the least senior nurse in the bargaining unit house-wide, or {c} to fill an open position in the bargaining unit.

4. Nurses displaced pursuant to paragraph 3 above shall have the right, in order of their bargaining unit house-wide seniority, {a} to displace the least senior nurse in any seniority pool within the affected nursing unit, provided the displaced nurse is less senior than said nurse, {b} to displace the least senior nurse bargaining unit house-wide, or {c} to fill an open position in the bargaining unit.

5. If the elimination of positions outlined herein results in unfilled hours in the affected unit, those hours, in the following order, {1} shall be offered in order to seniority to nurse(s) having experienced a reduction or elimination of position hours, {2} shall be offered to remaining nurses in the seniority pool on a seniority basis, and {3} may be posted as a new position.

6. All nurses must be qualified to perform the essential functions of the position they are to assume without training, excluding orientation.
7. All nurses on the same shift within the same nursing unit shall constitute a seniority pool. A layoff shall consist of an elimination of a nurse’s position. [ta 3/3/21]

12.3.3 Notice. Where possible, the Hospital shall provide at least fourteen (14) calendar days’ advance notice to nurses identified in accordance with 12.3.2. The Hospital will also give the Association written notice prior to instituting such action. The Hospital will meet with the Association, upon request, to discuss such action.

12.3.4 Performance of remaining work. The work remaining post-layoff shall be performed by currently employed nurses until the Hospital determines that recall shall be initiated. Temporary, supervisory, contract, and resource nurses shall not be utilized to perform work on a regularly scheduled basis that could be performed by a nurse on layoff status who is qualified for and interested in being recalled for such work.

12.3.5 Benefits and seniority. Laid off nurses shall cease accumulation of seniority and accumulation and payment of benefits at the start of the layoff period. Previously accumulated Earned Leave will be cashed out. Accrued Sick Leave shall be maintained for future use in the event the employee returns to a benefit status.

12.3.6 Recall. Nurses shall have reemployment rights in reverse order of layoff.

1. Open position notice/application. As positions become available, they will be posted in-house for a seven (7) day period. In addition, nurses on layoff may request, in writing, to receive a copy of all posted positions in the mail. Nurses on layoff may apply for any open position for which they are qualified. The position will be filled according to the provisions of 13.3. A nurse shall be removed from the layoff list upon obtaining a position within the Hospital.

2. Hiring freeze. Nurses outside the Hospital shall not be employed for a vacancy in the bargaining unit if there is a nurse on the layoff list with the required experience and qualifications and is willing to accept the position.

3. Contact update requirement. It shall be the responsibility of the nurse who has been laid off to provide the Hospital with the current telephone number and/or address where the nurse may be reached.
4. **Recall/reemployment rights.** In the event there is an open position for which there has been no applicant from the currently employed nurses (including those on layoff), the most junior qualified employee on the layoff list will be contacted and offered the position. If such nurse refuses to accept this position or another open available position, the nurse shall be removed from the layoff list and shall forfeit all re-employment rights. However, if such award would result in the loss of insurance benefits that the nurse was entitled to in the nurse’s position held immediately prior to layoff, the nurse shall not be removed from the layoff list and shall retain re-employment rights.

5. **Reemployment limit.** Nurses shall no longer be considered on layoff status after a two (2) year period has elapsed. At this time, all nurses remaining on the layoff list who are not working in some capacity at the Hospital shall forfeit re-employment rights.

12.3.7 **Nursing unit merger/closure.** In the event that a nursing unit merges with another nursing unit, or is closed, the layoff provisions outlined above shall be applied with the following modifications:

1. All nurses within the impacted existing nursing units shall bid on all positions in the merged unit. Bidding shall be limited to these nurses. Such nurses must first only bid for similarly benefited positions within their shift. Following this bidding process and prior to position awards, the layoff language shall be applied to the remaining nurses, with the newly formed unit treated as their nursing unit.

   All currently employed nurses within each impacted existing nursing unit shall be deemed qualified for the resulting positions in the merged unit.

2. In the event that a nursing unit closure occurs and all existing positions will be incorporated into another unit, all nurses within the closing unit may be granted similarly benefited open positions in the second nursing unit without bidding.

   In the event that a nursing unit closure occurs that will not result in the above option, regular and short hour nurses, in order of house-wide seniority, may choose {a} to displace the least senior nurse in any seniority pool, provided the displaced nurse is less senior than said nurse, or {b} to fill an open position in the bargaining unit.

3. The parties may supplement or replace any layoff/reorganization provision specified by contract by mutual agreement prior to its
ARTICLE 13—POSITION POSTING AND FILLING VACANCIES

13.1 Posting requirements. Registered nurse positions under the Agreement which are permanently vacated or newly created shall be posted on the bulletin board and the hospital intranet site for seven (7) calendar days. The posting will show the unit, shift, number of hours per week, personnel category and minimum qualifications for the vacant position. Posted qualifications and job descriptions for a position shall be consistent and based on objective criteria. [ta 3/1/21]

1. Positions shall be posted by the Hospital as soon as possible following final approval of the position.

2. Positions shall be posted consistently on the intranet.

3. Each posting shall specify when it was posted (open date and time).

4. Internal applications must be completed online and are automatically routed to the hiring manager.

5. Each position application shall be dated by the Hospital when it is submitted.

13.2 Vacancy notice to absent nurses. For nurses on vacation, layoff, or leave of absence who have requested in writing, notices of vacancies shall be sent to an address indicated by the nurse. If the nurse is on layoff or on leave of absence in excess of thirty (30) days, and is granted the position, the nurse must be available to return to work within at least fifteen (15) days from the date of posting of the position as required by the Hospital.
13.3 **Filling of vacancies.** Newly hired employees shall not be eligible for transfer from one position to another position for six (6) months from employment, unless approved by the employee’s current department manager. This includes moving from one schedule to another in the same department for the same position. Nurses who meet this time period requirement and who are employed by the Hospital in the bargaining unit may apply for such permanent vacancy or newly created position. The most senior applicant who meets the minimum posted qualifications shall be offered the position, unless the Hospital demonstrates with clear evidence that the applicant is unqualified for the position. In any case where an applicant is disqualified, the next most senior applicant who meets the minimum posted qualifications shall be offered the position, and shall be given preference in filling such vacancy on a seniority basis provided the senior nurse has qualifications, as reflected in certifications, educational or workshop credits, and demonstrated abilities, as reflected by years of satisfactory, exemplary, or specialty service, that are at least equal to those of other applicants, provided that...

Nurses employed by the Hospital outside the bargaining unit may use their previously accrued seniority (under 12.1.1) to fill vacancies.

*No* bargaining unit member applicant who is applying has a final warning issued in the previous six (6) months from the date of application shall be hired for a position, unless the receiving supervisor approves the final warning stipulation may be waived. [TA 3/3/21]
**13.3.1 Certification requirement.** Any applicant otherwise qualified, applying for a posted position and for which certification is required, will be considered to have certification or course qualifications equal to another applicant if the nurse agrees and can reasonably complete the certification(s) or course(s) within a six (6) month period.

**13.3.2 Process.** All employees must complete an online application. Applications are automatically routed to the hiring manager for review and awarding of the position.

The Chief Nursing Officer shall review and reconsider the position appointment if requested within five (5) days of the notification of denial to any applicant.

**13.3.3 Transfer date.** A nurse who has applied for and has been granted a position shall be scheduled and transferred to this new position within forty-five (45) days from such notification of acceptance.

**13.3.4 External applicants.** Nurses applying for such vacancies shall be given consideration over outside applicants providing the Hospital determines that the nurse already employed by the Hospital possesses the necessary qualifications for the job.

**13.4 Charge nurse vacancies.** Charge Nurse position vacancies shall be posted in the bargaining unit house-wide if there is a vacant position. When the Title Only is available, such positions shall be posted on the unit for current employees on the affected shift to apply. In the event no one is selected when the Title Only is available, the position shall be vacated and posted for bid within the bargaining unit house-wide and the displaced nurse shall be placed on the resource staff until the nurse can successfully bid for another position. The Nurse Manager retains the right to appoint Charge Nurses without regard to seniority. [TA 2/3/21]

**13.5 Pediatric vacancies.** Pediatric position vacancies shall be posted as Title Only vacancies the same as for Charge Nurse positions as noted above. Pediatric positions shall be awarded as specified in 13.3. [TA 3/2/21]

**13.6 Preceptor positions.** RN preceptor “positions” shall be treated as Title Only “positions” with no guarantee of work in addition to the applicant’s regular position. Such “positions” shall be posted on the unit for current employees on the affected shift to apply and shall be filled in accordance with 13.3.

**13.7 Trial transfer period.** A nurse who transfers from one unit to another shall have a
sixty (60) day trial period, including orientation. During the first ten days following
position transfer a nurse may opt to return to the nurse’s his/her former position, or the
Hospital may return the employee to the nurse’s his/her former position if in its judgment
such action is justified. The Hospital shall not be arbitrary in exercising this judgment.
During the trial period, after ten days, the nurse may opt to take a temporary Float Unit
position, or the Hospital may transfer the employee to a temporary Float Unit position, if
the nurse’s his/her former position is not available. The Float Unit position shall be on
the same shift and consist of the same number of days as the previously held position.
As an alternative to returning to the nurse’s his/her former position or a temporary Float
unit position, the nurse may opt to take a position on the resource staff. [TA 3/3/21]

13.8 Posting/bidding exceptions. The following types of changes to positions shall not
constitute a vacancy under this Article and shall therefore not require posting under
provision 13.1.

Reduction of hours. The Hospital, at its discretion and with the consent of the
affected nurse, may permanently decrease the regularly scheduled hours per
week of an established regular or short hour position by no more than twelve (12) hours per week, provided that the resulting positions must be consistent with
defined work days and shifts under this Agreement. This alteration of position
shall not occur more than one (1) time per year.

Increase of hours. The Hospital, at its discretion, may offer a permanent
increase of hours to an established position of no more than twelve (12) regularly
scheduled hours per week. Such hours may be offered in four- (4-), eight- (8-), or
twelve- (12-) hour increments, provided that positions resulting from the accretion
of these hours must be consistent with defined work days and shifts under this
Agreement. Such available hours will be posted in the unit involved for seven (7) calendar days. The qualified senior, part-time nurse applicant then employed in
the unit and on the shift where such hours will be scheduled will be given the first
opportunity for such hours.

13.9 Temporary filling of posted vacancy. A currently employed nurse may be granted
a temporary position or a temporary assignment to an unfilled posted permanent
position, based upon the job posting and bidding criteria set forth above, provided the
nurse’s current assignment can be covered with resource nurses, with other qualified
nurses on a voluntary basis, or can be temporarily vacated. Such a nurse shall be
entitled to return to the nurse’s prior position at the completion of the duration of the
temporary position. If a nurse is assigned to an unfilled permanent position, the Hospital
will return that nurse to the nurse’s prior position, whenever feasible, within ninety (90)
calendar days.
The above does not prevent the Hospital from filling the posted vacancy on a temporary basis for a reasonable period that is necessary in order to properly fill the position.

13.10 Job share alternative. A regular or short hour nurse may request to share up to fifty percent (50%) of the nurse’s scheduled hours.

13.10.1 Process. Such requests must be submitted on the proper form in accordance with the Nursing Service Procedure on Job Sharing. This form shall include {1} the applicant’s available job share units, including pattern, and {2} the name and adjusted seniority date of the nurse who has tentatively agreed to job share these shifts. The nurse applying for the job share shall be required to post a copy of the application form on the nurse’s unit for seven calendar days. A senior nurse may exercise the nurse’s right to the available job share hours by submitting a second job share request form to the nursing service office during this time period. The Hospital shall finalize the job share arrangement, including benefit allocation, following the seven (7) day posting period. All requests which can effectively be accommodated by the Hospital will be granted. [TA 3/3/21]

13.10.2 Existing job-shares. The above job share requirements shall only apply to job share positions created after the effective date of this Agreement. Prior job share arrangements that were created in compliance with prior contracts shall continue until vacated as outlined below.

13.10.3 Home unit definition. In the event a nurse job shares positions on two nursing units, both units shall be considered the nurse’s home unit for purposes of scheduling. A separate percentage for low census assignment must be maintained in each nursing unit.

13.10.4 Overtime/benefits. Such job share requests must be in accordance with the federal law on payment of overtime. A waiver must be signed by the affected nurses if such arrangement results in other overtime situations as defined by this Contract. Accrual of benefits will be adjusted in accordance with the requested schedule change.

13.10.5 Automatic reversion. Job share arrangements automatically revert back to the Master Staffing Plan for any of the following reasons:

1. One or more of the affected nurses wants out of the arrangement.

2. One or more of the nurses vacates the nurse’s position.

3. The Hospital determines that the arrangement adversely affects patient care, or staff morale.
ARTICLE 14—HEALTH AND WELFARE

14.1 Medical insurance. The Hospital shall provide the Nurses with the health insurance benefits (including Medical, Dental, and Vision) set forth in the Quorum Health Corporation Flexible Benefits Plan, which is available in Human Resources and through the corporate benefit enrollment site.

Employee rates of contribution for Medical, Dental, and Vision shall be negotiated to agreement and available in Human Resources and through the corporate benefit enrollment site.

14.2 Pension. The Hospital shall provide the Nurses with the Quorum Health Corporation Standard 401 (k) Plan, a copy of which is on file at McKenzie-Willamette Medical Center’s Human Resources Department. The Summary Plan Description contains a specific description of currently contribution levels.

14.3 Group life insurance. The Hospital shall provide the Nurses with the Group Life Insurance and Accidental Death and Dismemberment Benefits set forth in the “Quorum Health Corporation Flexible Benefits Plan,” a copy of which is on file at McKenzie-Willamette Medical Center’s Human Resources Department.

14.4 Disability insurance. The Hospital shall provide the Nurses with the Disability Insurance Benefits set forth in the “Quorum Health Corporation Flexible Benefits Plan,” a copy of which is on file at McKenzie-Willamette Medical Center’s Human Resources Department.

14.5 Employee health services. Each employee shall have a chest x-ray or skin test for T.B. at Hospital expense whenever required by regular mandates. Laboratory examinations when indicated because of exposure or potential exposure to communicable diseases while on duty shall be provided by the Hospital at no cost to the nurse. Indication for such exams shall be determined by written Hospital policy initiated and updated by the Infection Control Practitioner.
14.6 Termination and/or Modification of Health and Welfare Benefits. In the event the Hospital determines during the term of this Agreement to terminate and/or modify any plan by virtue of which any of the “Health and Welfare” benefits described in this ARTICLE 14 – HEALTH AND WELFARE are provided to the nurses covered by this Agreement, including but not limited to, any modification of contribution rates, or the identity of the insurance provider, and such termination and/or modification is applicable to all individuals employed by the Hospital who are covered by the plan(s) subject to the termination and/or modification, as the case may be (the “other individuals”), such termination and/or modification shall be automatically applied to the nurses contemporaneously with the other individuals (referred to hereafter in this Article as a “Plan Change”), subject to the following:

The Hospital agrees that, in the event any such Plan Change involves the termination of a plan, the termination would be undertaken in order to, by way of example only, facilitate or maintain compliance with applicable law (including without limitation, the Internal Revenue Code (the “Code”), the Employee Retirement Income Security Act of 1974 (“ERISA”) and the Public Health Safety Act (“PHSA”) and any regulations or other formal guidance issued under the Code, ERISA or the PHSA), or to provide comparable benefits for nurses and other individuals through a different plan.

The Hospital shall provide the Association with at least thirty (30) consecutive calendar days’ written notice in advance of the effective date of any such Plan Change (the “Waiting Period”), which written notice shall specify the effective date of the Plan Change (referred to hereafter in this Article as a “Hospital Notice of Plan Change”). Thereafter, during the first ten (10) consecutive calendar days of the Waiting Period, the Association shall have the right to serve the Hospital with a written request for discussion about the Plan Change (referred to hereafter in this Article as a “Association Request for Discussion”). In the event the Association serves such a Request for Discussion, the Parties shall meet promptly and discuss the Plan Change during the remainder of the Waiting Period. Following the expiration of the Waiting Period, the Association shall have the right to serve the Hospital with a written notice of termination of this Agreement (referred to hereafter in this Article as the “Notice of Termination”), which shall specify the date upon which the Agreement shall terminate, which specified date must be at least twenty (20) consecutive calendar days following the date of service (in the manner provided for, below) of such a Notice of Termination (referred to hereafter in this Article as the “Notification Period”). The parties agree that once such Notice of Termination has been served by the Association, with the intent of bargaining a successor Agreement, the following provisions of the Agreement shall stay in full force and effect: (1.) Article 1—Recognition and Membership and (2.) Article 7—Grievance Procedure.
In order to be effective, any Notice of Termination shall be served by (a) Hand-delivery to the Human Resources Director who shall acknowledge such hand delivery by affixing a signature and date upon a copy of the Notice of Termination. Upon the written request of the Hospital (referred to hereafter in this Article as a “Request for Proof of Delivery”), the Association will produce for the Hospital a bona fide written proof of delivery, consisting of the signature from the Human Resources Director or designee, which records at a minimum the date of delivery Notice of Termination (referred to hereafter in this Article as a “Proof of Delivery”).

Any Association Union Request for Discussion, and any Proof of Delivery, and in order to be effective any Notice of Termination, shall be served upon the Hospital’s Human Resources Director at the following address:

McKenzie-Willamette Medical Center
1460 “G” Street
Springfield, Oregon 97477-4197

Any Hospital Notice of Plan Change and any Request for Proof of Delivery shall be served upon the Association Union at the following address:

Oregon Nurses Association
18765 SW Boones Ferry Road
Suite 200
Tualatin, Oregon 97062

In computing the Notification Period defined above, neither the actual date of service of the Notice of Termination, nor the actual date of delivery of the Notice of Termination, shall be included in the computation of such Notification Period.

{TA 3/3/21}
ARTICLE 15—SUBSTANCE ABUSE AND SCREENING

[See Addendum Hospital's Substance Abuse Policy B.4 effective 01/01/2009]

ARTICLE 16—PROFESSIONAL DEVELOPMENT

16.1 Paid educational leave.

16.1.1 Educational days and expenses. Effective January 1st of each year in the contract the Hospital shall provide an amount equal to ten hours per nurse in the bargaining unit. Three thousand two hundred forty (3,240) hours of non-mandatory educational leave per fiscal year. These funds will be provided to the Bargaining Unit by the Hospital for nurses covered by this agreement (including resource nurses who regularly work their minimum schedule requirement or more) and who have completed six months of service. In addition, the Hospital will provide an amount equal to one hundred dollars ($100) per nurse in the bargaining unit, thirty thousand dollars ($30,000) each fiscal year to be applied toward registration fees and related expenses in connection with such educational leave. These formulas will only determine total aggregate hours and dollars, not individual allocations as described in 16.1.3.

16.1.2 Criteria for use. Educational leave will be provided for education directly related to the member's job description and must be for bona fide education which will benefit the Hospital and the nurse to and shall include:

a. Seminars, classes, and conferences attended by a nurse in person where Continuing Education Units (CEUs) are offered and/or home learning experiences for CEUs including but not limited to online CEU offerings.

b. Education funds may be used to pay for additional costs for mandatory education classes (e.g., BLS or ACLS), if a nurse chooses an alternate learning experience than that which the Hospital provides.

c. Education-related expenses for non-required certification and up to sixteen (16) hours of preparatory study for professional certification.

d. Reimbursement of tuition expenses related to coursework to complete a BSN or MSN.

e. Should the Hospital request a presentation be made for the benefit of other employees, the nurse shall have the option to make a written or oral presentation regarding their educational experience. Preparatory time for a required presentation shall be granted at a rate of two (2) hours preparatory time for one (1) hour of presentation.
16.1.3 Request for Paid Education Time. Nurses may request and be granted paid educational time off to attend programs related to services provided in this institution. Such paid time shall be granted subject to the decision of the committee established in 16.1.4. The committee shall be limited by the above total aggregate of paid time available and shall not approve any paid leave for any program dealing with collective bargaining or the drafting of proposals for collective bargaining. The same committee shall administer expense funds. The parties agree to review and develop a simple, seamless process for these requests. To qualify for reimbursement of education expenses, the nurse must submit the required expense form, applicable receipts and documentation within forty-five (45) days of pre-approved education event. Upon proper submission the nurse shall be reimbursed within thirty (30) days. [TA 3/3/21]

16.1.4 Education Committee. An Education Committee shall oversee the allocation of bona fide education, educational leave, and the distribution of educational monies. The committee will also serve in an advisory capacity to the Director of Staff Development regarding the educational needs of nurses and the effectiveness of various programs and instructional approaches. The nurses in each unit shall select a representative to serve on the committee from among those nurses who have been employed by the Hospital for at least six (6) months. The Education Committee shall meet at least twice per year. Committee members will be paid at straight time for up to two (2) hours of time spent in committee work each quarter. The Hospital will make a good faith effort to ensure that unit representatives are able to attend scheduled committee meetings. If the nursing unit representative and/or the Director of Staff Development, or their designee, fails to act upon a request for education leave within two (2) weeks of receipt of such request by the Director of Staff Development, the Chief Nursing Officer shall be requested to act upon it.

16.1.5 Fiscal year carryover. In the event that a portion of the educational leave hours and/or dollars specified above are not utilized during a fiscal year, up to ten percent (10%) of such hours and dollars specified in 16.1.1 may be carried over to the next fiscal year (i.e., up to three hundred twenty-four (324) unused educational leave hours and/or three thousand dollars ($3,000)). [TA 3/1/21]

16.1.6 Hospital-sponsored education. This section shall not apply to inservice education. The Hospital shall not charge bargaining unit nurses or the education fund specified in this section registration or program related fees in excess of the true cost incurred by the Hospital for such educational offerings. True cost shall
include the offset, if any, provided by fees collected from non-Hospital participants/attendees. Whenever possible, Hospital sponsored programs will qualify for Continuing Education Units (CEUs). All such programs will be approved by a majority of Education Committee representatives prior to being offered.

**16.2 Inservice education.** The Hospital agrees to maintain a Continuing Inservice Education Program for all nurses covered by this Agreement.

**16.2.1 Mandatory requirement/voluntary limit.** As a condition of continued employment, nurses are required to attend mandatory in-service education required for their unit and shall be compensated for up to six (6) additional hours of voluntary in-service education on an annual basis.

**16.2.2 Scheduling.** Mandatory classes shall be offered a sufficient number of times to convenience as many nurses as possible. Mandatory classes scheduled in addition to the nurse’s master schedule shall be kept to a minimum. A nurse scheduled in this manner shall not be reassigned to any other available work without their his or her consent. If the nurse has a conflict with a revised schedule, the nurse shall contact their his or her manager to arrange a mutually acceptable schedule adjustment. Whenever possible, computer and web-based training options will be provided.

**16.2.3 Staff meeting pay.** Attendance at all staff meetings shall be compensated at straight time pay.

**16.2.4 Mandatory education.** Mandatory education and in-services shall be treated and compensated as time worked. Attainment of mandatory educational requirements established for individual units will be funded by the Hospital for those nurses assuming regular and short hour positions in those units. The Hospital will fund the cost of training, required materials, and other related costs for such education. When a nurse must travel to obtain mandatory education, either because no local option exists or because it has been mutually determined by the nurse and their his/her manager that the travel, lodging, and related expenses are a reasonable and appropriate use of resources, the Hospital will fund such expenses. Requests for funding by resource nurses or nurses employed in units other than those for which mandatory educational requirements have been established will be considered on an individual basis. Such requests shall be paid by the Hospital from a fund other than that specified in 16.1.1.

**16.3 Evaluations.** Each nurse will be evaluated and counseled regarding the evaluation by the nurse’s immediate supervisor or designee at least on an annual basis.
16.3.1 Process. Evaluation is a collaborative, non-disciplinary process which
may include peer or self-evaluation. A copy of the evaluation will be furnished to
the nurse. If peer evaluation is utilized, the nurse and Hospital may each select
equal numbers of those individuals who may participate in that nurse’s
evaluation.

16.3.2 Work Action/Mutual Action Plan. In the event of an unsatisfactory
evaluation, mutually agreed to goals shall be incorporated into a written Work
Action Plan. The plan shall consist of recommendations and mutually agreed to
actions between the nurse and the nurse’s immediate supervisor, preceptor or
mentor. A written re-evaluation shall occur within three (3) months following the
initiation of this plan.

16.3.3 Performance feedback. As a supplement to the evaluation process and
to assure more timely feedback to the nurse than an annual evaluation can
accomplish, the nurse’s immediate supervisor shall make every effort to
communicate to the nurse all potential substandard performance issues that are
brought to their his or her attention, including patient and staff complaints, in a
timely fashion.

16.4 Orientation of Newly Hired Nurses. All orientation shall be maintained under the
leadership of the Director of Administrative Supervision and Education, who shall utilize
experienced Registered Nurses in carrying out on-the-job orientation.

16.4.1 Newly hired nurses. The Hospital shall provide newly employed registered nurses with an orientation
program which shall be tailored to fit the new employee’s individual needs. Total
orientation time may vary from a minimum of three (3) working days of general hospital
orientation with three (3) additional days of patient care orientation for the experienced
nurse to a maximum of six (6) weeks. For an individual orienting to a specialty unit,
orientation may be extended up to eight (8) weeks upon mutual agreement of the nurse,
the nurse’s manager, the Chief Nursing Officer, Director of Administrative Supervision
and Education, and when possible, the RN preceptor. The orienting nurse shall not be
utilized to augment established staffing patterns (staff to patient ratios). Student clinical
experience will not be in lieu of orientation. When possible, newly employed nurses will
be assigned to an experienced RN preceptor who has received special training.

16.5 Orientation and Floating of a Currently Employed Nurses

16.4.2 Currently employed nurses. The Hospital acknowledges its responsibility to provide orientation for nurses who
transfer or are temporarily assigned to a unit or shift with procedures unfamiliar to the
nurse, and will make every effort to provide such orientation. In no event will such nurse
be expected to carry a full team of patients or perform without reasonable instruction in

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ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.
those procedures with which the nurse is unfamiliar. The nurse may instead be
assigned a modified team or specific duties with which the nurse is familiar. For
purposes of this provision, a modified team means the floated nurse will be assigned (a)
a smaller patient team than normal for that unit and/or (b) composed of patients with
lower acuity available for assignment. A nurse will not be required to orient to more than
one (1) unit two (2) units in addition to the nurse’s assigned work unit, unless
utilized as a sitter. A nurse shall have the option to reorient to any unit or shift to which
the nurse is required to float, if the nurse has not worked on that unit or shift for
more than six (6) months or may request to have such skill code removed from the
nurse’s record.

16.6 Orientation to a Specialty Unit
16.4.3 Specialty unit.
A nurse who is expected to routinely work in a specialty unit other than the nurse’s
regularly scheduled unit will be granted an orientation of up to seven (7) weeks
individually tailored to the nurse’s needs. This orientation will be developed by mutual
agreement of the nurse, the Director of Administrative Supervision and Education, and
when possible, the RN preceptor.

ARTICLE 17—PROFESSIONAL NURSING CARE COMMITTEE
17.1 Recognition and composition. A Professional Nursing Care Committee (PNCC)
shall be established at the Hospital. The PNCC shall be composed of up to six (6)
registered nurses employed by the Hospital and covered by this Agreement. PNCC
members shall be selected annually by the registered nurse staff covered by this
Agreement and shall serve staggered two- (2-) year terms to ensure continuity. The
PNCC shall annually elect one (1) person to serve as Chairperson. PNCC members
shall, in so far as possible, be representative of all nursing units.

17.2 Objectives. The objectives of the PNCC shall be to consider constructively the
improvement of patient care and the practice of nursing and to make recommendations
to the Hospital to facilitate such improvements. Items involving interpretations of this
Agreement will be excluded from consideration by the PNCC.

17.3 Recommendations and Hospital response. The Hospital recognizes the
responsibility of the PNCC to make written recommendations to the Chief Nursing
Officer regarding objective measures to improve patient care and nursing practice. All
recommendations will be duly considered and a written response will be made to the
PNCC within ten (10) days, or a mutually agreed upon time period. The Hospital will
thereafter give due consideration to the recommendation and will advise the PNCC of
action taken.

17.4 Compensation and schedule. The PNCC may schedule monthly meetings with a
maximum of twelve (12) paid straight time hours or two (2) hours per PNCC representative. Such meetings shall be scheduled on a regular basis and the Hospital will make a reasonable effort to release members from duty when necessary to attend scheduled meetings.

17.5 Agenda and minutes. The PNCC shall prepare an agenda and keep minutes of all meetings, copies of which shall be provided to the nurse managers, Chief Nursing Officer, and the Association. Appropriate agenda items for consideration may be submitted to the members of the PNCC from any interested/concerned party.

17.6 Committee invitations. The PNCC may invite the Chief Nursing Officer (CNO), or her/his designee, nurse managers, or representatives of other committees to its meetings at a mutually agreeable time for the purpose of exchanging information or to provide them with recommendations on pertinent subjects.

17.7 Staffing issues. The Hospital further recognizes the responsibility of the Committee to consider staffing issues.

17.7.1 Staffing forms. The Hospital will make available copies of the Staffing Request and Documentation Form (SRDF) on each nursing unit and shift and encourages nurses to use them to document perceived staffing deficiencies. A nurse who fills out such a report shall submit it to their his/her immediate supervisor with a copy to the Committee for concurrent review.

ARTICLE 18—SHARED GOVERNANCE

18.1 Shared governance. The Hospital and the Association encourage nurses to be actively involved in planning, developing, implementing, and evaluating unit-specific and hospital-wide processes related to the provision of safe, quality patient care. The Hospital and Association recognize that nurse input is imperative for shared governance to function properly.

18.2 Staffing Committee. The Staffing Committee shall be responsible for developing, monitoring, evaluating, and modifying a hospital-wide staffing plan for nursing services. The Hospital shall be responsible for the implementing this staffing plan and ensuring that it meets all state regulatory requirements.

The Hospital and Association recognize the critical aspect of nurse input in this process. Prior to implementing any staffing change, the Association will have the opportunity to poll/survey those nurses to be impacted by the change to assure accurate input has been processed. This poll/survey shall not impede implementation by more than one (1) month.

18.2.1 Composition, function, and compensation. The Staffing Committee shall be comprised and function in accordance with all state regulatory
requirements and shall have as its primary consideration the provision of safe patient care and an adequate nursing staff. The committee shall develop and operate according to its own charter. The committee shall vote on an annual meeting schedule before November 1 of each year for the following calendar year. The co-chairs shall develop and distribute an agenda one week prior to each scheduled meeting. At the beginning of each meeting, the agenda shall be approved by a majority vote, including additions or subtractions. Unless a majority of the Staffing Committee vote to remove it from the agenda, each Staffing Plan approved by its UPC shall be listed on the next Staffing Committee agenda and shall be discussed at that Staffing Committee meeting.

By November 5 of each year, both Staffing Committee co-chairs shall notify the Staffing Office and/or other appropriate managers of the Staffing Committee meeting schedule. The Hospital shall ensure that Staffing Committee members have no work obligations, so they are able to attend meeting(s) of direct care Staffing Committee representatives—as arranged by the direct care Staffing Committee co-chair—and the Staffing Committee meetings.

Meetings of the committee shall be considered work time and will be compensated at straight time. Staffing Committee members shall be paid for time spent in Staffing Committee duties outside of the Staffing Committee meetings up to three (3) hours per month, which shall include the direct care Staffing Committee representatives meetings (see next paragraph). The direct care Staffing Committee co-chair shall be paid for time spent in Staffing Committee duties outside of the Staffing Committee meetings up to twelve (12) hours per month. The Hospital will make a good faith effort to ensure that committee members are able to attend.

18.2.2 Staffing assessments. The charge or relief charge nurse will work in collaboration with the nurse manager or the house coordinator in the nurse manager’s absence to apply their unit’s written staffing plan and determine the number and skill mix of staff needed to ensure safe patient care and adequate nursing staff. Any disputes that arise will be resolved through the Hospital’s chain of command.

18.3 Unit Practice Committees. Each nursing unit shall have a Unit Practice Committee (UPC) as a forum for nurses to share information and make recommendations about patient care and unit goals, policies, and processes. All recommendations and actions of the UPC must be in compliance with the current collective bargaining agreement, all applicable laws, rules, and regulations, and Hospital policy and procedure.
The nurses on each unit have the responsibility to seek out a member of their UPC or the Housewide Staffing Committee to provide feedback on any proposed change to the Staffing Guides on their unit.

18.3.1 Composition, function, and compensation. Committee membership, structure, agendas, and meeting schedules shall be determined by the nurses on the unit in collaboration with the nurse manager. The UPC members shall select a staff nurse to serve as co-chair of the committee along with the nurse manager. The UPC should seek representatives from each shift and should include non-nursing staff in its deliberations on issues of an interdisciplinary nature or common interest. Meeting minutes shall be produced for each meeting of the committee and shall be distributed to all unit nurses, the nurse manager, the PNCC, and the Association. The UPC may schedule monthly meetings with a maximum of two (2) paid straight time hours per nurse to a maximum of ten (10) hours per department, or more, at the manager’s discretion.

Each unit or grouping of units shall develop a Unit Practice Committee (“UPC”) consisting of staff nurses, management representatives, and other non-nurse unit staff. Staff nurse representatives shall be elected by unit nurses in accordance with the unit’s UPC charter. UPC members shall ensure the flow of communication regarding UPC decisions and recommendations to all staff and represent the voice of all staff at the committee.

The UPC is the foundation for shared governance at the unit level. Its structure provides for the involvement of the UPC in local decision making by creating an environment in which nurses have a voice in determining nursing practice, standards and quality of care. It also ensures a system of shared decision-making and accountability with the goal of improving patient care and staff engagement.

Each UPC shall ensure a fair and democratic process is used to elect members to the UPC. The Hospital shall not interfere with the UPC electoral process. If needed, administrative support for the election process may be provided by the Association.

18.3.1 Recommendations, functions and authority. The UPC is responsible for making recommendations and performing functions that advance the delivery of professional nursing, including but not limited to:

1. Unit goals related to nursing practice, quality of care and patient safety, which shall be coordinated with Hospital nursing administration and evidence-based practice.

2. The development, monitoring, and evaluation of the unit staffing plan throughout the year. The UPC shall communicate any contemplated changes to the unit staffing plan to all unit staff nurses with a reasonable input period. On an annual basis, when the UPC votes by a majority to approve a written unit staffing plan, it shall then be submitted to the
Staffing Committee. Each UPC will conduct a review of the staffing plan’s performance and make adjustments where appropriate.

3. Review and provide input into unit patient care policies.

4. Other tasks agreed to or assigned by the Hospital.

Decisions and recommendations made by a UPC must be in compliance with the current contract, statutory regulations, and hospital policy and procedure, and shall be made in a collaborative manner.

18.3.2 UPC Activities

1. Each unit or unit grouping shall establish a charter that includes
   a. A process for electing members representing nursing staff from each shift and non-nursing staff
   b. Staggered terms with a defined term length
   c. A clear decision-making process that shall incorporate a secret ballot
   d. The chair shall be a staff nurse elected by other staff on the committee
   e. The chair shall set the agenda for all UPC meetings, except where a majority of the UPC votes otherwise
   f. The committee may exclude the management team for portions of each UPC meeting

2. Nursing staff members shall have access and input into agendas and decisions. The agenda and meeting minutes shall be available to all unit staff. UPC meetings shall be open to all staff not on duty or who can be released from duty. Time and location will be communicated to unit staff.

3. The UPC must obtain consent of another department over decisions which interact with that other department’s operations.

18.3.3 Paid time.

UPC members shall be paid at the straight time rate for time spent in UPC meetings and other duties related to UPC work up to three (3) hours per month. UPC Chairs shall be paid for additional time (e.g., for preparation and research) up to eight (8) straight time hours per month, which include the three (3) provided to each member. Meetings will be scheduled to minimize impact on patient care and to accommodate nurses’ schedules as much as possible.

All provisions of 18.3 shall be implemented immediately upon ratification of this Agreement, except 18.3.1 and 18.3.2 shall be implemented within ninety (90) days of ratification of this Agreement.

[TA 3/3/21]
18.4 Environment of Care Committee (EOC). The Hospital acknowledges its responsibility to provide a safe and healthy work environment in compliance with all applicable laws, rules, and regulations. The Hospital has established an interdisciplinary EOC Committee to assist in this task.

18.4.1 Composition, function, and compensation. Nurses may select two (2) nurses to serve on the Hospital’s EOC Committee. The selection process will be coordinated by the Association. The EOC Committee, or its designated subcommittee(s), will consider issues which impact, or have the potential to impact, patient, staff, and environmental safety. Nurse time spent in EOC Committee or designated subcommittee meetings will be compensated at the straight time pay rate. The Hospital will make a good faith effort to ensure that committee members are able to attend committee and/or subcommittee meetings.

18.4.2 Injury Prevention Task Force. The Hospital will work with the Association through the Injury Prevention Task Force to address concerns regarding hazards in the workplace with the goal of developing a mutually agreeable mitigation plan.

18.5 Hospital committees. The Hospital will notify the Association whenever it intends to establish a committee or task force whose responsibility will involve nursing practice and/or patient care. The Association will have timely opportunity to recommend nurses for membership on such committees or task forces. The Hospital will provide the Association with any minutes from or reports produced by such committees or task forces. The Hospital will not establish any committees or task forces whose responsibility will involve mandatory subjects of bargaining without the consent of the Association.

ARTICLE 19—GENERAL PROVISIONS

19.1 No strike/no lockout. In view of the importance of the operation of the Hospital’s facilities to the community, the Hospital and Association agree that there shall be no lockouts by the Hospital, and no strikes, sympathy strikes or other interruptions of work by nurses or Association during the term of this Agreement.
19.2 Sale or transfer. In the event that Hospital shall, by merger, consolidation, sale of assets, leave, franchise or by any other means enter into any agreement with another firm or individual which, in whole or in part, affects the existing appropriate collective bargaining unit, then such successor firm or individual shall be bound by each and every provision of this Agreement. The Hospital shall have an affirmative duty to call this provision of the Agreement to the attention of any firm or individual with which it seeks to make such an agreement as aforementioned, and if such notice is so given, the Hospital shall have no further obligation hereunder from the date of take-over.

Whenever possible, the Hospital shall notify the Association in writing ninety (90) days prior to the sale, conveyance, or transfer of the Hospital to any successor.

19.3 Contract Administration Conference Committee. An ad hoc Contract Administration Conference Committee may meet periodically, at the request of the Hospital or the Association, to discuss common concerns to improve relations and avoid unnecessary disputes between the parties. The express purpose of the meetings shall be to discuss contract interpretation and clarification, Association grievances (or potential grievances), improved methods of communication and employee relations, and/or problems of staffing and recruitment of nursing personnel. Such meetings shall not be used for the purpose of discussing or adjusting individual employee grievances. In the event of severe staffing shortages the Conference Committee shall meet at the request of either party to comprehensively consider alternative means of staffing the Hospital other than outlined in the current Agreement. These discussions may include, but not be limited to, revised or emergency staffing patterns, pay incentives, recruitment practices, and nurse registry utilization. This collaborative effort shall not be interpreted to reduce or eliminate any Hospital right to take unilateral action to effectively deal with a staffing shortage. All such meetings shall occur during business hours with no loss of pay for any Association representative who is scheduled to work during such a meeting. This committee may be utilized as a means for the parties to amend, add, or delete portions of this Agreement as deemed appropriate by authorized mutual consent.

19.4 Maintenance of benefits. It is agreed that one intent of this Agreement is to improve the conditions of employment of all nurses employed at the Hospital. Any wages or benefits referred to in this Agreement, that were in effect prior to the adoption of this Agreement, which are superior to the provisions of this Agreement, shall not be reduced by the adoption of this Agreement.
19.5 Effective date of agreement. This agreement shall be in full force and effect as of the date of ratification, except as otherwise provided.

19.6 Professional Identification. The Hospital shall supply employee identification nametags that clearly distinguish between Registered Nurses, Licensed Practical Nurses, and other non-bargaining unit personnel.

ARTICLE 20—SEPARABILITY

20.1 In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The Hospital and the Association agree to abide by, and this Agreement shall be subject to, all applicable state and federal laws.

20.2 In the event that any provision of this Agreement is declared to be invalid, the parties shall, upon ten (10) days written notice to the other, negotiate, in good faith, with a view toward agreeing upon a lawful substitute. In the event the parties are unable to reach agreement on a substitute, an arbitrator shall be appointed, pursuant to the procedure set forth in Article 7.

The arbitrator shall only have authority to select between the final proposals made by each party. The decision of the arbitrator shall be final and binding on the parties. The expense of any arbitration shall be shared equally by the Hospital and the Association. However, each party shall bear its own expenses of representation of witnesses.

ARTICLE 21 - PANDEMIC

The parties share a mutual interest in assuring the health and safety of patients, families, staff and the community. Nurses and other healthcare workers are on the front lines in the delivery of essential health services to patients in need. The decisions of all parties will be guided by the Oregon Health Authority (OHA), American College of Emergency Physicians (ACEP), World Health Organization (WHO), Association of Women’s Health, Obstetric and Neonatal Nurses (AWHONN), American Association of Critical-Care Nurses (AACN) and other public health agencies.

Personal Protective Equipment (PPE):

The Hospital shall continue to use OHA guidelines on appropriate and judicious use of PPE including Powered Air Purifying Respirators (PAPRs), half-mask or full-facepiece elastomeric respirators, N95 facemasks, gloves, gowns, and facial shields and/or
goggles. All members working in positions with a likelihood of contact with the COVID-19 will be provided adequate PPE against aerosol transmission as defined by nationally recognized evidence-based guidelines of the COVID-19. All PPE shall be used according to manufacturer’s specifications, OHA, ACEP, WHO, AWHONN, AACN and based on mutually agreed upon nationally recognized organizational guidelines.

As a result, the parties wish to work in collaboration to take reasonable measures to protect patients, families and staff from unnecessary exposure to COVID-19. ONA Executive Committee members shall be invited to attend and participate in the Incident Command Center briefings when emergency conservation measures are being considered for implementation. ONA attendees shall be paid at their regular rate of pay and shall be released from their regularly scheduled shift for attendance at these meetings.

**Exposure Guidelines:**

1. **Employees who present to work with a belief they may have been exposed to COVID-19 through close contact exposure with a symptomatic person(s) and are determined a high/medium risk by the Employee Health or Infection Control Nurse(s) and yet are showing no symptoms will be screened and monitored with temperature checks twice daily and wear a mask in the performance of their duties while at work. In consultation with designated hospital administrators, asymptomatic staff will continue to work based upon available staffing resources.**

   For fourteen days, employees need to ensure the employee health nurse or their designee is updated with temperature checks daily and report any development of symptoms by phone or email.

2. **Employees who are symptomatic (fever >100.4, cough, shortness of breath, loss of taste or smell, body aches) should stay away from work until the symptoms subside for at least 24 hours without symptom altering medication or they present with a COVID NEGATIVE test result. These employees should notify the Employee Health, or Infection Control in the absence of Employee Health, for screening prior to returning to work. Earned leave (PTO) or Vacation and normal sick leave policies would apply.**

**A. CAREGIVER TESTING:**

McKenzie-Willamette caregivers who believe they may have been exposed to COVID-19 can be tested through the Employee Health Office after it is determined by Employee Health that the employee is asymptomatic.
determined they meet the Employee Health protocol as defined by the Infectious Disease Practitioner’s guidance for appropriate testing. This testing shall be provided at no cost to the employee.

b. Benefits:
Nurses on low census hours may supplement with Earned leave (PTO) hours and will continue to accrue earned leave on any hours which are paid (worked or PTO). Employees who are on low census due to COVID019 will continue to receive health benefits based on their full or part time status as long as they continue to pay the employee portion of the health benefits premiums.

Nothing in the agreement is intended to prevent members from accessing other state benefits for which they may qualify, including but not limited to unemployment compensation insurance, paid family and medical leave, or workers compensation. The Hospital shall not contest unemployment claims for any member who suffers a loss of work as a result of COVID-19.

c. Accommodation and Time off due to COVID:
Nurses may receive time off due to COVID as determined by the Hospital’s current policies including Employee Health, Oregon Paid Sick Leave, Leaves of Absence and Requests for Time Off policies. This includes a nurse or healthcare worker, who is unable to work due to being part of the CDC’s at-risk group, who may request an accommodation. If a workplace accommodation cannot be granted, the employee may be granted a leave of absence and have access to accrued time off benefits. Work accommodations will continue to be addressed in accordance with applicable law and on a case-by-case basis.

d. Pandemic Sick Leave:
Nurses may have access to Pandemic Sick Leave hours up to a maximum of two (2) weeks based on their FTE for Regular FT and PT Nurses (.5 FTE or greater). This agreement provides a bank of hours. This agreement provides a one-time bank of hours. Any additions to the Pandemic Sick Leave hours can be separately negotiated. These hours are non-transferable.

Guidelines for accessing Pandemic Sick Leave:
The employee must use at least the level of PPE required by hospital policy, and have had no leisure travel within 14 days to a county that that has been identified as an area with a positive infection rate of 5% or more by testing or
presumption (in the case of limited testing materials or capacity) or is considered a “hot spot” by OHA, the Oregon Governor’s office, or the state health authority governing that state, and either

1. The employee has been quarantined by Employee Health, a positive test result or symptomatic inclusion per their health care provider or Lane County Public Health or

2. The employee is required to be off work for being symptomatic or caring for symptomatic family members, where family member is defined by FMLA or OFLA, whichever is more advantageous for the employee.

Exempted from this travel consideration is Lane County, the RN’s county of residence, and any counties the RN must pass through to get from one to the other.

The requirement to remain off work will be determined and directed by the Employee Health Nurse or the local public health department. Nurses on pandemic sick leave may return to work when cleared by Employee Health and either their PCP or our Infectious Disease physician.

Absences due to COVID-19 as described in Section 2 will not result in disciplinary action in the unscheduled absence policy.

Unsafe assignment:

The Association and the Hospital recognize caregiver safety is of paramount importance to ensure continued delivery of patient care. Any nurse who believes that the PPE manufacturer’s specifications or other precautions, based on well-established evidence, shall use the following chain of command: charge nurse, unit manager or house supervisor, chief nursing officer (CNO). If the CNO or designee does not respond to the nurse within one hour of their start time, or the CNO or designee directs the nurse to accept the assignment and the nurse refuses, the nurse shall be placed on paid administrative leave for that shift.

No nurse who in good faith refuses a patient assignment based upon non-compliance of PPE or other precautions shall be disciplined. Nurses may use the SRDF process to document the assignment and their objections.

Staffing:
1. The Hospital has reviewed the Oregon Crisis Care Guidance, recognizes this as
the foundation of our crisis staffing plans and scope of service, and shall provide
these plans and documents to each member of the Staffing Committee.

2. Staff low censed from other non-essential services and/or units may have
the opportunity to pick up hours in the labor pool. The low census process
outlined in Article 12.2 of the collective bargaining agreement will continue to
apply.

Communications:

1. The Hospital shall round in all departments on all shifts to receive concerns and
answer questions from employees. However, the Hospital can be available to
meet on an as needed basis to address additional concerns and have dialogue
with the Union to consider solutions to current issues, should they exist.

2. The Hospital nursing management shall communicate any new policies or
procedures developed and distributed to employees. These can be found in
daily communications, posted on individual units throughout the Hospital, and
available online.

3. The Hospital nursing management shall send updates and provide access to
the most current information available from the Centers for Disease Control
(CDC), the Oregon Health Authority and Lane County Public Health
Department. COVID-19 or other pandemic virus updates will be forwarded by
the Hospital to the Association via email as updated communications are
created.

4. Employee Health and Infection Control shall communicate to employees
any potential risk created by patients or other employees when known by
the Hospital.

The Association recognizes the Hospital responsibility and duty to ensure patient
information is not released inappropriately. The Hospital recognizes members have a
right to report concerns about health and safety to third parties, including regulators,
media, etc. without fear of unlawful reprisal or discipline. Furthermore, the Hospital
affirms that our existing collective bargaining agreement is in full effect during any
pandemic. [TA 3/2/21]

ARTICLE 2221—TERMINATION AND RENEWAL

2221.1 Duration/renewal notice. This Agreement shall be in full force and effect from
March 1, 2021 March 6, 2017, until 12:01 am, July 1, 2024, September 1, 2020, and
shall continue in effect from year to year thereafter unless either party gives notice in
writing at least ninety (90) days prior to any expiration or modification date of its desire
to terminate or modify such Agreement. Each party giving notice of intent to modify this

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ONA reserves the right to add, change, modify or delete any of the above
proposals at any time during negotiations.
Agreement shall use its best efforts to include with such notice a list of requested modifications.

Signed this ___ day of ________________, 2017.

APPENDIX A – SALARY SCHEDULE

A 2.25% across the board increase effective the first full pay period after ratification and a 2.25% across the board increase effective the first full pay period in January 2018.

2.25% across the board increase effective the first full pay period in January 2019.

2.25% across the board increase effective the first full pay period in January 2020.

[wage scales to be revised by the Hospital to reflect new wages for 2017, 2018, 2019, and 2020]

Across the board wage increase of | Effective the first full pay period after
---|---
6.0%, 6.5% | Ratification
6.0%, 6.5% | January 1, 2022
6.0%, 6.5% | January 1, 2023
6.0%, 6.5% | January 1, 2024

Eligibility for Steps 2, 3, 4, 5, and 6, 7, 8, and 9 occurs twelve (12) months after application of the prior step. Eligibility for Steps 7, 8, 9, 10, 11, and 12, 13, 14, and 15 occurs twenty-four (24) months after application of the prior step.

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.
(SIDE LETTERS TO REMAIN AS EXTANT)