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ARTICLE 1 – RECOGNITION AND MEMBERSHIP

A. The Medical Center recognizes Association as the collective bargaining representative with respect to rates of pay, hours of pay, hours of work and other conditions of employment for a bargaining unit composed of all Registered nurses employed by the Medical Center as staff nurses, and charge nurses, excluding Sisters of Providence, administrative and supervisory personnel, temporary nurses, and Registered nurses employed in the following departments and areas: Admissions, Physical Therapy, EEG, Anesthetists, EKG, Radiology, Laboratory, Pharmacy, Occupational Therapy, Nursing Education, Dietary, Medical Records, Human Resources and Housekeeping.

B. Definitions

1. Nurse – Registered nurse currently licensed to practice professional nursing in Oregon.

2. Staff Nurse – Responsible for the direct or indirect total care of patient.

3. Charge Nurses – In addition to being responsible for the direct or indirect total care of patient, a charge nurse assists in providing nursing support and coordinates as assigned by the Medical Center in the continuity of patient care responsibilities and clinical activities of an organized nursing unit. Representative functions include facilitation of Registered nurse participation in educational offerings, unit/shift report meetings, and addressing and attempting to resolve unit/shift issues. A relief charge nurse will be temporarily assigned when the charge nurse is absent from the unit because of vacation, sickness or days off, or is rotating into the bedside role per Subsection "a" below.

a. Charge nurses will rotate into a staff nurse assignment for one (1) shift per four (4) week schedule to ensure maintenance of bedside competence.

b. The Medical Center will appoint relief charge nurses with input from the unit's nursing staff.

4. Nursing Patient Care Area – As designated by the Medical Center, a patient care area is defined by the medical needs of the patient population. Charge nurse assignments will generally not span different floors. The Medical Center will assign a charge nurse to each patient care area on each shift. At times of low patient census, patient care areas may be combined at the discretion of the Medical Center.

5. Cluster – A group of nursing patient care areas that typically share similar patient condition(s), and acuity.

6. Part-time Nurse – Any Registered nurse who is regularly scheduled to work less than forty (40) hours per week and who works consistently throughout the twelve (12) month period. Nurses who are regularly scheduled to work four (4) nine (9)-hour shifts or three (3) twelve (12)-hour shifts per week shall be considered full-time rather than part-time nurses.

7. Resource Nurse – Any Registered nurse who is not assigned an FTE by the Medical Center. To remain employed as a Resource Nurse, the nurse must meet the availability requirements of Article 5.H.

8. Temporary Nurse – Any Registered nurse who is hired from outside the bargaining unit to be employed for a specified period of time not to exceed three (3) months, or any nurse who is employed to fill positions because of any combination of leaves of absence, vacations, holidays, and sick leave for a period of time not to exceed six (6) months.

9. Reclassification – A temporary or resource nurse, other than one (1) employed to fill positions because of any combination of leaves of absence, vacations, holidays, and sick leave for a period of time

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not to exceed six (6) months, who regularly works more than eight (8) hours per week for at least three (3) consecutive months may request reclassification to part-time or full-time status consistent with such hours worked. In the event of a request under such circumstances, the position will be posted as outlined in the Seniority and Job Posting article. In the event such request is not made and the temporary nurse has regularly worked more than eight (8) hours per week for over three (3) months, for reasons other than filling a position(s) due to leaves of absence, vacations, holidays, and/or sick leave, the position will be posted upon request by the Association in accordance with Article XVIII.

C. Membership

1. The following provisions apply to any Registered nurse hired before December 14, 2009: Membership in the American Nurses Association through Association shall be encouraged, although it shall not be required as a condition of employment. Notwithstanding the prior sentence, if a nurse hired before December 14, 2009, voluntarily joins the Association or has voluntarily joined the Association as of December 14, 2009, the nurse must thereafter maintain such membership, as an ongoing condition of employment, or exercise one (1) of the two (2) options listed in 2.a. (ii) or (iii) below.

a. Promotions within a facility. A Registered nurse subject to paragraph 1 above as of December 14, 2009, who assumes a position at the Medical Center outside of the bargaining unit will retain her/his respective status (as a nonmember, a member whose membership must be maintained, or one (1) of the two (2) options listed in 2.a. (ii) or (iii) below) if he or she returns to the bargaining unit within one (1) year of the date that the Registered nurse assumed a non-bargaining position. A Registered nurse who returns to the bargaining unit after one (1) year will be subject to the choices in paragraph 2.a below.

2. The following provisions apply to any Registered nurse hired ***after*** December 14, 2009:

a. By the thirty-first (31st) calendar day following the day that the Registered nurse begins working, each Registered nurse must do one (1) of the following, as a condition of employment:

i. Become and remain a member in good standing of the Association and pay membership dues (Association member); or

ii. Pay the Association a representation fee established by the Association in accordance with the law; or

iii. Exercise their right to object on religious grounds. Any employee who is a member of, and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect, that holds conscientious objections to joining or financially supporting labor organizations, will, in lieu of dues and fees, pay sums equal to such dues and/or fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Association and the Medical Center. Such payments must be made to the charity within fifteen (15) calendar days of the time that dues would have been paid.

b. The Association will provide a copy of the collective bargaining agreement to newly hired nurses.

c. A Registered nurse should notify the Association's Membership Coordinator, in writing, of a desire to change their status under the provisions of 2.a above by mail, to the business address for the Association.

d. The Association will provide the Medical Center with copies of at least two (2) notices sent to a Registered nurse who has not met the obligations to which they are subject, pursuant to this

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Article. The Association may request that Medical Center terminate the employment of a Registered nurse who does not meet the obligations to which they are subject, pursuant to this Article. After such a request is made, the Medical Center will terminate the Registered nurse's employment no later than fourteen (14) days after receiving the written request from the Association. The Medical Center will have no obligation to pay severance or any other notice pay related to such termination of employment.

3. The following provision applies to all Registered nurses.

a. Dues Deduction. The Medical Center shall deduct the amount of Association dues, as specified in writing by Association, from the wages of all employees covered by this Agreement who voluntarily agree to such deductions and who submit an appropriately written authorization to the Medical Center. Changes in amounts to be deducted from a Registered nurse's wages will be made on the basis of specific written confirmation by Association received not less than one (1) month before the deduction. Deductions made in accordance with this Section will be remitted by the Medical Center to Association monthly, with a list showing the names and amounts regarding the nurses for whom the deductions have been made.

4. Association will indemnify and save the Medical Center harmless against any and all third (3rd) party claims, demands, suits, and other forms of liability that may arise out of, or by reason of action taken by the Medical Center in connection with, this Article.

5. The parties will work together to reach a mutual agreement on the information to be provided to the Association, to track the provisions in this Article.

Elizabeth Baxter, CNO
10.12.2026

ONA
10.12.2026