# **COLLECTIVE BARGAINING AGREEMENT**

## **BETWEEN**

# **OREGON NURSES ASSOCIATION**

AND

Saint Alphonsus Medical Center-Baker City

July 1, 20,1923 through June 30, 202,35

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This Agreement between the Oregon Nurses Association, herein called "Association," and Saint Alphonsus Medical Center-Baker City, herein called "Hospital."

#### WITNESSETH:

In consideration of the mutual covenants and promises hereinafter related the parties enter into this Agreement to secure and preserve the rendition of uninterrupted patient care in an atmosphere of harmony between the Hospital management and nurses employed by it. This Agreement is entered into effective the first <u>full</u> pay period following ratification unless otherwise specified in this Agreement. This Agreement will remain in effect until June 30, 20235 and from year to year thereafter until the Association or Hospital modifies or terminates this Agreement by giving unto the other party notice in writing of its intention to do so no less than ninety (90) days prior to June 30, 20235, or of any succeeding June 30 anniversary date thereafter.

The Association and the nurses relinquish the exercise of the right to strike and to use any other measures whenever they may be inconsistent with the professional nurses' responsibilities to patients. The employer, recognizing the Association's relinquishment of these rights, agrees to deal justly with the nurses through their authorized representatives in all matters affecting their conditions of employment contained in this agreement.

## **ARTICLE 1. RECOGNITION AND MEMBERSHIP**

1.1 The Hospital recognizes Association as the collective bargaining representative with respect to rates of pay, hours of work and other conditions of employment as set forth in this Agreement for a bargaining unit composed of all licensed Registered Nurses who work at the Hospital (including specialty services) located at 3325 Pocahontas Road, Baker City, Oregon, but excluding nurses working at physician offices, administrative personnel and nursing supervisory personnel such as the <a href="Executive Nursing Officer">Executive Nursing Officer</a>, <a href="Chief Nursing Officer">Chief Nursing Officer</a> (CNO)</a>, Directors of Nursing, Clinical Coordinators, and Department Managers and Supervisors.

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1.2 All Registered Nurses hired after the effective date of this Agreement shall have the option of becoming Association members as follows. Registered Nurses shall have sixty (60) calendar days in which to deliver to the Labor Representative and the Bargaining Unit Chair by email correspondence or by certified mail written notice to the Association of their intention not to join. Notice must be postmarked/sent within the sixty (60) day period to be effective. A copy of the notice shall be given to the Hospital. Nurses electing not to join shall not be required by this Agreement to contribute to the Association. Nurses, who do not notify the Association of their intent not to join as set forth above, shall be required to do one of the following within ten (10) calendar days of the completion of the first sixty (60) days of employment: 1)

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Join the Association, or

2. Pay to the Association the designated fair share of the cost of contract negotiations and administration.

Nurses who, at the implementation of this agreement are members of the Association or who otherwise become members, or nurses hired after the implementation of this Agreement who become members, shall remain members as a condition of employment. Nurses employed prior to November 1, 2001 and who, at the implementation of this agreement are not members of the Association, will not be required to join as a condition of employment as long as they remain represented by this agreement.

Any nurse, who, for philosophical reasons does not desire to become a member of the Association, shall pay an agency fee, as determined by the Association, as a condition of employment.

1.3 In order to safeguard the rights of non-Association nurses as the result of their membership in a religious body which holds a bona fide teaching or tenet

contrary to Association membership, such nurse may make payment in lieu of the Association's regular membership dues to a non-religious charity mutually agreed upon by the nurse affected and the Association.

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

 1.4 Any nurse who fails to comply with Article 1.2 shall, upon written notice from the Association and confirmation by the Hospital that the nurse has had adequate notice of and opportunity to correct the delinquency, be given fourteen (14) days' notice of termination or allowed to resign.

1.5 The Hospital will deduct Association membership dues from the salary of each nurse who agrees to such deductions and who submits an appropriately signed authorization form that is subsequently submitted to the hospital. Such deductions shall be made once per month and be remitted to the Association with a list of nurses from whom the deductions were made. Any changes in the calculation of dues deducted under this section must be within the Saint Alphonsus' existing payroll system.

 Within thirty (30) days after the execution of this Agreement, and quarterly thereafter, the Hospital shall provide the Association with a master list of allemployed nurses who are subject to the provisions of this Agreement, giving the names, addresses, phone numbers, FTE, department, RN license number, date of birth, and date of hire. A list of transfers into and out of the bargaining unit, new hires, and terminations will be provided to the Association on a monthly basis, The Hospital will provide a monthly report to the Bargaining Unit

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1 Chairperson and Membership Chairperson with the name, address, phone 2 number, hire date, and termination date of all Colleagues. Bargaining unit nurses 3 have the ongoing responsibility to provide the Hospital with contact information. 4 current addresses and phone numbers. Formatted: Font color: Red, Strikethrough 5 The Association shall indemnify and hold the Hospital harmless against any and 1.6 all claims, demands, suits, and other forms of liability that shall arise out of or by 6 7 reason of action taken or not taken by the Hospital for the purpose of complying 8 with any of the provisions of this article or in reliance of any assignment furnished 9 the Hospital by any employee under Section 1.3 of this Article. 10 11 During the initial week of orientation, the Hospital will distribute to new hires-Formatted: Font color: Red, Strikethrough materials provided by the Association which may include a copy of this-12 Agreement, information about the Association and application form., After hire, 13 Formatted: Not Strikethrough 14 the Association may approach a Colleague to supply a copy of this agreement, 15 information about the association, and a copy of an application form. Formatted: Font color: Red, Strikethrough 16 17 The Association will notify the Hospital of the names of the local officers of the 1.8 18 Association. 19 ARTICLE 2. EQUALITY OF EMPLOYMENT OPPORTUNITY 20 21 2.1 Race, color, religion, gender, sexual orientation, or national origin shall not be 22 considered in hiring, placement, promotion, salary determination, or other terms 23 of employment of nurses employed in job classifications covered by this Agreement. All references to the female gender in this Agreement shall equally-24 Formatted: Font color: Red, Strikethrough 25 apply to the male gender. 26 There shall be no discrimination by the Hospital against any nurse on account of 27 2.2 membership in or lawful activity on behalf of the Association, provided it does not 28 disrupt the daily routine of the Hospital or disrupt patient care. However, a nurse 29

shall not conduct Association business during her hours of work or use Hospital

equipment, supplies, systems or technologies for Association Business, to the

30

- same extent that non-union employees are limited use and access during work
- 2 time for personal business.

1	Ai	RTICLE 3. DEFINITIONS AND EMPLOYEE CLASSIFICATIONS
2	Definitions	
3	3.1.1	"Nurse" is defined as a currently registered professional nurse employed
4	by the	Hospital who is responsible for the direct and/or indirect nursing care of
5	patien	ts. The Hospital agrees not to assign supervisory duties to bargaining unit
6	nurse	s on a permanent basis.
7		
8	3.1.2	"Continuous Employment" is defined as the period from the most recent
9		date of hire without a break in service.
10		
11	3.1.3	"Anniversary Date" of employment shall be in the month and date on
12		which employment began. In the event the employee terminates and is
13		rehired, the "Anniversary Date" shall be the date upon which the employee
14		is rehired into the unit. In the event the employee is rehired within one
15		year of termination, the original hired date shall apply for vesting and
16		accrual purposes.
17		
18	Classification	
19	3.2.1	"Full-Time Nurse" is defined as a nurse who is regularly scheduled to
20		work at least seventy-two (72) hours per pay period.
21		
22	3.2.2	"Part-Time Nurse" is defined as a nurse who is regularly scheduled to
23		work less than seventy-two (72) hours per pay period but at least thirty-
24		two 32) hours per pay period.
25		
26	3.2.3	"Temporary Nurse" is defined as a nurse employed for a specific, limited
27		duration of six (6) consecutive months or less in the event no full-time or
28		part-time nurses are available. Anyone who works under temporary
29		status for more than 180 days will be reclassified as a regular employee.
30		Date of hire shall be considered that date the employee was first hired as
31		a temporary nurse. Temporary nurses will not be eligible for benefits. Any

1			applicable benefits shall begin accrual on the date the nurse was	
2			reclassified; however, the time spent as a temporary nurse shall count	
3			towards years of service for benefit accrual.	
4				
5		3.2.4	"PRN Nurse" is a nurse hired to cover vacations, sick leave, or	
6			unforeseen needs and is not regularly scheduled to work. A PRN nurse is	
7			employed to work on an intermittent basis as needed. A PRN nurse must	
8			be willing, available and scheduled to work, at least two (2) shifts per	
9			month in their assigned department. A PRN nurse without a permanent	Formatted: Font color: Red, Strikethrough
10			assignment must be available to work at least one hundred and twenty-	
11			(120) hours every six (6) months to retain status as a PRN nurse, and All	Formatted: Font color: Red
12			prn nurses shall email indicate their availability to their direct supervisor	Formatted: Font color: Red
13			Hospital on a monthly basis. Low census days shall count as days	Formatted: Font color: Red, Strikethrough  Formatted: Font color: Red, Strikethrough
14			worked for purposes of this section. In periods of prolonged low census,	Tornated. For color. Red, Surkeanough
15			whenever the Hospital is unable to schedule a PRN nurse, this	
16			requirement will be waived by the Hospital. A PRN nurse does not accrue	
17			benefits. Termination of employment may result if a PRN nurse is	
18			unavailable for work or has not worked the hours required under this	
19			section. during the six-month period.	Formatted: Font color: Red, Strikethrough
20				
21			ARTICLE 4. COMPENSATION	
22	4.1	Salary	y Schedule	
23		4.1.1	The wage scale is set forth in Appendix A.	
24				
25		4.1.2	The Hospital may increase wages salaries without prejudice to this	Formatted: Font color: Red, Strikethrough
26			Agreement. The Hospital, however, shall notify the Association of the time	
27			such action is taken.	
28				
29		4.1.3	Implementation Date: Wage increases, longevity steps and increases in	
30			other forms of compensation set forth in this Agreement shall become	
31			effective at the beginning of the first full payroll period on or after the	

ONA/St. Alphonsus-Baker City July 1, 2019- June 30, 2023 Collective Bargaining Agreement

1			calendar date designated.	
2	4.2	Hiring	Increments: Employment of a nurse who had prior experience as a	
3		regist	ered nurse shall be governed by the following provisions:	
4				
5		4.2.1	Nurses with less than a year of relevant experience will be hired at the	
6			beginning salary.	
7				
8		4.2.2	Nurses with more than one year of relevant RN experience as determined	
9			by Nursing Administration will be hired at the salary increment which	
10			reflects their current and continuous experience.	
11				
12		4.2.3	Nurses who were hired under a previous contract at one year less than	
13			their experience will be re-evaluated upon request and brought up to the	
14			appropriate step.	
15				
16	4.3	<u>Wage</u>	Adjustments	
17		4.3.1	In the first full pay period following ratificzation of the contract all nurses'	
18			rate of pau will be increased to reflect the rate of pay shown in Appedix A	
19			for tijeir current step upon ratification. Following the October 31, 202349-	Formatted: Font color: Red, Strikethrough
20			salary scale transition adjustments, a nurse who has completed another	
21			year of service by October 31 of each year beginning 2020, will be eligible	Formatted: Font color: Red, Strikethrough
22			to move to the next step as shown in the Salary Schedule at Appendix A.	
23				
24		4.3.2	Each nurse's performance will generally be reviewed in the first quarter	
25			following the end of each fiscal year. The standards and expectations of	
26			the job will also be reviewed during these evaluations.	
27				
28		4.3.3	All full time and part time nurses are required to attend their respective	
29			nurse staff meetings in person, by conference call, or computer	
30			technology, if available to the Hospital, unless excused in advance by the	
31			nurse manager for one of the following reasons: (1) the nurse was working	

in an assigned shift at the time of the meeting, or (2) she/he was on an approved PTO.(3)if a nurse is out on any approved leave (FMLA, OFMLA, etc.)—PRN nurses are required to attend at least fifty percent (50%) of these meetings. All nurses, including PRN nurses, are required to participate in annual testing for skills and competencies. The Hospital will provide an opportunity to make up as needed. The parties recognize that nurses' input is needed and important to overall Hospital operations.

Nurses are encouraged to lend support to these and other efforts which 1 will improve clinical quality, patient and customer satisfaction, and will help 2 3 the Hospital meet its strategic objectives. Notice of staff meetings will be provided when the schedule is posted. 4 5 4.3.4 A wage adjustment will be given in accordance with the above provisions 6 on October 1 of each year provided: 7 she/he The nurse has completed the probationary period by 8 9 October 1, the nurse is not on suspension on October 1, 10 b) the nurse has completed all mandatory in-service, education 11 c) and training, by the due date (unless on approved medical 12 leave), Non-educational materials will not be coumted 13 14 towards step raise/wage adjustment requirements. 15 required by Hospital policy, Joint Commission or law, d) Formatted: Font color: Red the nurse has met all licensure, certification and/or 16 e) 17 competency requirements, and 18 f) the nurse has attendedin person or as defined in 4.3.3 at 19 least seventy-five percent (75%) of a minimum of 4 the staff meetings conducted by the nurse's unit in the prior twelve 20 (12) months. If the Hospital fails to provide the minimum 21 number of staff meetings, the nurse wil not be held to the 22 23 75% attendance provision. However, a nurse on suspension on October 1 will be eligible for an increase prospectively 24 25 (non-retroactive) only after the nurse has successfully passed a reevaluation within ninety (90) calendar days of the 26 27 suspension. 28 A nurse rendered ineligible for a wage adjustment by failure 29 30 to comply with (c), or (d) above, with the exception of

mandatory Healthstream education, may later qualify

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2			mandatory in-service, education, or training, if possible, or	
3			meeting the disqualifying licensure, certification and/or	
4			competency requirements. It is understood that once	
5			redeemed by compliance with the missing standard, the	
6			wage adjustment shall be prospective not retroactive,	
7			beginning with the next pay period following certification by	
8			management of the nurse's compliance with the eligibility	
9			standards. A nurse who has not met the mandatory	
-			•	
10			Healthstream education requirements in conjunction with the	
11			assigned due date will not be eligible for an adjustment in	
12			the evaluation year that they failed to complete the	
13			Healthstream education. A nurse who is on an approved	
14			leave of absence on the assigned due date has thirty (30)	
15			days following return to work to complete the mandatory	
16			Healthstream education (this does not include nurses on	
17			intermittent leave).	
18				
19	4.4	Shift I	Differential	
20	7.7	4.4.1		
		4.4.1		
21			receive a shift differential of \$2.00 per hour for evening shift and \$5.00	Formatted: Font color: Red, Strikethrough
22			\$6.00 per hour for night shift.	Formatted: Font color: Red
23				Formatted: Font color: Red, Strikethrough
				Formatted: Font color: Red
24		4.4.2.	For time worked within the time designated below as <b>Evening or Night</b> ,	Formatted: Font color: Red, Strikethrough
25			shift differential will be paid in addition to the base hourly rate:	Formatted: Font color: Red Formatted: Font color: Red, Strikethrough
26			Evening shift is designated as 3:00 p.m. until 11:00 p.m.	Formatted: Font color: Red
				Formatted: Font color: Red, Strikethrough
27			<ul> <li>Night shift is designated as <a href="1900">1900</a>, <a href="1900">11:00</a> p.m., until <a href="1900">0700</a>, <a href="7:07:00 a.m.">7:00</a> a.m.</li> </ul>	Formatted: Font color: Red, Strikethrough
28				Formatted: Font color: Red
29	4.5	On-Ca	all	Formatted: Font color: Red, Strikethrough
			_	
30		4.5.1	On-Call is defined as being available to work at the request of the	

prospectively for the wage adjustment by completing

1

31

Hospital. Effective the first pay period following ratification, nurses on-call

shall be paid the following:

Holiday

On-Call On-Call

\$4<del>.75</del> \$7.00 \$6.00

\$5.00

4.5.2 If the nurse cannot be utilized as a float in a primary or a "helping hand" capacity, the nurse may be placed on-call and in such case will receive on-call pay for all hours on-call.

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4.5.2.1 If the nurse is to be used as a float they wil be compensated at the "float pay" rate. This will not apply to nurses being used as Helping Hands. Helping Hands documents & guidelines for care in that department will be provided to each nurse assigned to that floor as a float or Helping Hands.

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13 14

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4.5.3 If a nurse is called in to work from on-call status, the nurse will receive the regular rate of pay for all hours worked unless the overtime pay provisions apply. The nurse will be provided with a minimum of four (4) hours of work. On-call pay ends when the nurse is called in and begins work. Any call in during the nurse's regular shift while on low census on-call shall be paid at the straight-time rate of pay.

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4.5.4 For all departments, call-back shall be defined as when a nurse has left the Hospital after working a shift or part of a shift and then is required to return to work. When a nurse is called back, time worked shall be compensated at the rate of time and one-half the appropriate rate with a minimum of two (2) hours pay.

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4.5.5 A nurse scheduled for a bonus shift recognized under section 4.8 below will have the option of accepting on-call status or being released

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1		from duty, if offered on-call status by the nursing manager or shift	
2		supervisor-	
3			
4		4.5.6 For departments who utilize mandatory on-call as part of their staffing,	
5		on-call hours shall be shared by staff in those departments equivalent	
6		to the FTE a staff member is assigned.	
7			
8	4.6	Premium Pay for Working Holidays	
9		When a nurse works a designated holiday (defined as New Year's Day, Memorial	
10		Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day)	
11		she/he they will be paid time and one-half (1-1/2). A holiday, for pay purposes,	 Formatted: Font
12		will commence at 0001 hours the day of the holiday, and will conclude at 2400	Formatted: Font
13		hours the night of the holiday.	
14	4.7	Out of Class Pay	
15		Nurses performing clinical coordinator duties shall receive a differential of \$4.00	
16		\$2.00 per hour for each hour spent performing those duties. Nurses assigned to	 Formatted: Font
17		function as a Resource/Float Nurse shall receive a differential of \$1.00 per hour	Formatted: Font
18		for each hour so assigned.	
19			
20	4.8	Shift Incentives	
21		4.8.1 Bonus Shift Premium	
22		Bonus Shift Premiums will be paid to full-time and part-time RNs who work	
23		extra shifts beyond their regular hired FTE status. They will receive \$10.00	
24		per hour added to their base rate for all hour's straight time hours worked	
25		in a bonus shift. PRN nurses will be allowed to schedule a bonus shift only	
26		after they have already met their commitment of two shifts for the month	
27		PRN nurses are eligible for the Bonus Shift Premium only after previously	
28		working two shifts in the pay period in which the Bonus Shift is offered.	
29			

Open shifts will be posted with the final schedule for review. The shifts will

be posted in each nursing department for the open shifts for that

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1 department. One week after the posting, any shifts still open remains posted for all hospital staff and outside staffing sources. Bonus Shifts are 2 3 awarded on a first come first serve basis. 4 Nurses are expected to work their routine scheduled shifts within the pay 5 period. Bonus or extra shifts will revert to routine shifts for unscheduled 6 time off during the pay period. For example, a sick day will convert an 7 8 OT/Bonus day in the same pay period to regular rates, unless the sick day 9 is protected leave or Oregon Paid Sick Leave. A prescheduled vacation and/or census time off will not cause a loss of bonus. 10 11 Bonus shifts do not apply for last minute trades between staff. Managers 12 and supervisors may assign bonus shift status or critical need shift status 13 14 for short notice shift vacancies (i.e., High census or unexpected sick calls). 4.8.2 Critical Need Shift Incentive 15 The Director of Nursing, in their discretion, may declare certain shifts in 16 17 18 certain departments as "Critical Need Shifts." The Director of Nursing will declare a Critical Need Shift only in extraordinary circumstances. 19 20 21 A nurse who agrees to work an extra shift that has been declared a "Critical Need Shift" will be paid a premium of \$16.00 per hour for the 22 duration of the shift. 23 24 The \$16.00 per hour premium is in lieu of the \$10.00 per hour Bonus 25 premium listed in 4.8.1. 26 27 28 The eligibility criteria for receiving a Critical Staffing Shift Incentive 29 Payment is the same as the criteria for the Bonus Shift Premium in 4.8.1.

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4.8.3 Prior to offering a shift to nurses outside of the bargaining unit all efforts to 4. offer the open shifts at critical and bonus to the bargaining unit nurses will be made. A record of this communication with all staff will be maintained for review by all staff nurses and the Labor Representative. Each nurse is responsible for providing their most current number and/or email in the electronic system to facilitate notification.

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4.8.4 If any extra incentives to improve staffing are offered within the SAHS system, whether they be temporary or permanent, the incentive may be offered to the Bargaining Unit nurses if the incentives go above and beyond the bonus or critical pay incentives listed in this contract.

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#### Pay Rate of PRN RNs 4.9

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The wage rate for all PRN nurses will be determined by placing them on the Salary Schedule at Appendix A consistent with the rate assigned to current bargaining unit employees with the same years of experience, plus fifteen percent (15%). Any PRN nurse hired prior to July 1, 2012, will be "red circled" if their wage rate as of July 1, 2012 is greater than the newly implemented rate for all the PRNs under this Section. The wage rate for the "red circled" PRNs will remain frozen until such time as their years of experience yields them a wage rate equivalent to a wage rate based on the newly implemented rate determination for all PRNs under this Section.

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#### 4.10 Weekend Differential

Any nurse who works on a weekend shall receive \$2.50 \$1.50 per hour for each hour worked on the weekend in addition to the nurse's applicable rate of pay. For differential purposes, the weekend shall be defined as all hours between 1900 7:00 p.m. Friday and 1900 7:00 p.m. Sunday. For nurses taking call on the

weekend, weekend differential shall be paid for all hours actually worked on call back between the hours of 1900,7:00 p.m. Friday and 1900,7:00 p.m., Sunday.

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#### 4.11 Certification Differential

The Hospital will pay a specialty certification differential of \$1.00 per hour to a nurse who has obtained one or more of the certifications recognized by the Hospital in recognition of the additional training. The \$1.00 differential will be paid regardless of the number of recognized certifications a nurse acquires. In order to receive the certification differential, the following must be satisfied: (1) the nurse maintains an active, recognized certification at the nurse's expense; but education hours/benefits may be used to take classes related to the certification the nurse is maintaining; (2) the certification directly relates to work in the department where the nurse is scheduled or where the nurse performed more than half the time in the four (4) scheduling periods, and (3) a copy of the recognized certification is on file with the Hospital. A nurse who fails to work a qualifying number of hours but nonetheless considers the nurse's time available to certified area to be substantial may petitions for an award of eligibility, to be determined in the Hospital's discretion. The nationally recognized certifications include:

Academy of Medical-Surgical Nurses (AMSN)

Certified Medical-Surgical Nurse (CMSRN)

American Nurse Credentialing Center:

- · Gerontological Nurse
- Home Health Nurse
- · Maternal-Child Nurse
- Medical-Surgical Nurse

American Association of Critical Care Nurses:

 CCRN - Adult, Neonatal and Pediatric Acute/Critical Care Nursing

Certification

PCCN - Progressive Care Nursing Certification

1		American Society of Perianesthesia Nurses:
2		CPAN® (Certified Post Anesthesia Nurse)
3		CAPA® (Certified Ambulatory Perianesthesia Nurse)
4		Association of PeriOperative Registered Nurses:
5		• CNOR
6		Infusion Nurse Certification Corporation:
7		<ul> <li>Certified Registered Nurse Infusion (CRNI®)</li> </ul>
8		<ul> <li>International Board of Lactation Consultant Examiners:</li> </ul>
9		<ul> <li>International Board-Certified Lactation Consultant (IBCLC)</li> </ul>
10		National Certification Corp (NCC)
11		<ul> <li>Maternal/Newborn Nursing</li> </ul>
12		<ul> <li>Inpatient Obstetrical Nursing</li> </ul>
13		Wound, Ostomy and Continence Nurse Society:
14		<ul> <li>Certified Wound Care Nurse (CWCN)</li> </ul>
15		<ul> <li>Certified Wound Ostomy Continence Nurse (CWOCN)</li> </ul>
16		Emergency Nurse Association:
17		<ul> <li>Certified Emergency Nurse (CEN)</li> </ul>
18		<ul> <li>Sexual Assault Nurse Examiner (SANE)</li> </ul>
19		<ul> <li>Certified Pediatric Emergency Nurse (CPRN)</li> </ul>
20		<ul> <li><u>Trauma Certified Nurse (TCRN)</u></li> </ul>
21		PICC Line Certifications
22		Oncology Nursing Society:
23		Oncology Certified Nurse
24		
25		As nursing practices and available training evolve, on the recommendation of the
26		PNCC or otherwise, the Hospital may in its discretion specify additional areas
27		and certifications for which the certification differential may be available. If the
28		nurse elects to have the Hospital pay the cost of certification or recertification, the
29		nurse is not eligible for the certification differential.
30		
31	4.12	Preceptor Differential.

The Hospital will pay a differential of \$2.00\\$1.00\ per hour for time spent by an eligible nurse precepting new graduate nurses, student nurses, newly-hired nurses or nurses transferring to a different nursing unit requiring orientation. In order to be eligible for the preceptor differential, the precepting nurse will be responsible for planning, implementing, documenting and evaluating with the appropriate nursing director the new nurse's performance during the preceptorship. In order to be eligible for the preceptor premium, the assigned nurse will have satisfactorily completed the preceptor competency training provided by the Hospital, once the program is developed.

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## 4.13 SANE Certified Nurses.

SANE Nurses shall be eligible for call back pay for each incident in which the nurse reports to the hospital for SANE duties. SANE Certified Nurses who meet all of the eligibility requirements for a Certification Differential under Section 4.11 of Agreement, except for the hour's requirement, will receive a \$1.00\_\$3.00/hour Certification Differential for all hours worked performing SANE duties.

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## ARTICLE 5. HOURS OF WORK

5.1 Nothing herein shall be construed to be a guarantee of hours per day or days per week. The Hospital retains the right, because of low census, to have nurses work less than eight (8), ten (10) or twelve (12) hours per day or less than one's budgeted status.

## 5.2 Overtime

5.2.1 For nurses on eight (8) hour shifts, all time worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half (1-1/2) the nurse's straight time hourly rate of pay including shift differentials. The eight (8) hour per day provision can be waived by the nurse in writing provided that the nurse receives overtime for any work over forty (40) hours in one (1) week. Such written waiver and consent will be forwarded to the HNSC and the Association for review.

5.2.2 For nurses on ten (10) hour shifts, all time worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half (1-1/2) the nurse's straight time hourly rate of pay including shift differentials. The ten (10) hour per day provision can be waived by the nurse in writing provided that the nurse receives overtime for any work over forty (40) hours in one (1) week. Such written waiver and consent will be forwarded to the HNSC and the Association for review.

- 5.2.3 For nurses on twelve (12) hour shifts, all time worked in excess of twelve (12) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half (1-1/2) the nurse's straight time hourly rate of pay including shift differentials. Such nurses will not be scheduled to work more than four (4) twelve (12) hour shifts in a row without their consent. The twelve (12) hour per day provision can be waived by the nurse in writing provided that the nurse received overtime for any work over forty (40) hours in one (1) week. Such written waiver and consent will be forwarded to the HNSC and the Association for review.
- 5.2.4 <u>No Pyramiding.</u> Overtime and premium pay paid at time-and-a-half or above shall not be pyramided under any circumstances. Therefore, any hours paid at a rate of time-and-a-half or above shall not count toward hours worked for calculating overtime.
- 5.2.5 For nurses working eight (8) hour shifts, work in excess of five (5) hours without a meal period shall be strongly discouraged. Nurses working an eight (8) hour shift must communicate with the supervisor as soon as practical but in no event later than five (5) hours from the beginning of the shift if they have not yet received a meal period.

However, if after this communication, the nurse working an eight (8) hour shift is not offered a relieved meal period within six (6) hours of starting the shift, the nurse shall be paid overtime for all hours in excess of six (6) hours until such time as the meal period may actually be taken.

For nurses working ten (10) hour shifts, work in excess of six (6) hours without a meal period shall be strongly discouraged. Nurses working a ten (10) hour shift must communicate with the supervisor as soon as practical but in no event later than six (6) hours from the beginning of the shift if they have not yet received a meal period. However, if after this communication, the nurse working a ten (10) hour shift is not offered a relieved meal period within seven (7) hours of starting the shift, the nurse shall be paid overtime for all hours in excess of seven (7) hours until such time as the meal period may actually be taken.

For nurses working twelve (12) hour shifts, work in excess of seven (7) hours without a meal period shall be strongly discouraged. Nurses working a twelve (12) hour shift must communicate with the supervisor as soon as practical but in no event later than seven (7) hours from the beginning of the shift if they have not yet received a meal period. However, if after this communication, the nurse working a twelve (12) hour shift is not offered a relieved meal period within eight (8) hours of starting the shift, the nurse shall be paid overtime for all hours in excess of eight (8) hours until such time as the meal period may actually be taken.

5.2.6 Work in excess of sixteen (16) consecutive hours shall be discouraged.
Only in cases of emergency or situations beyond the control of the hospital will this situation occur and be paid at two (2) times the regular rate of pay.

5.2.7 The Hospital will follow abide by the standards set forth in the Oregon

Nurse Staffing Law. (formerly known as HB 2800), as long as it is active.

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5.3 Nurses are expected to obtain proper advance authorization for all work in excess of the basic work day or work week. In an emergency, when a nurse cannot obtain advance authorization, the nurse will notify, the supervisor as soon as possible of the excess work.

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5.4 One fifteen (15) minute rest period shall be allowed during each four (4) hour period of employment. The second or third fifteen (15) minute rest period of a shift may be combined with a thirty (30) minute lunch period with the permission of the person relieving the employee and the clinical coordinator.

5.5 Requests for days off without pay other than those regularly scheduled will be only by mutual written agreement between the Hospital and the nurse. The nurse shall be required to secure a qualified RN replacement not involving overtime expense and obtain prior supervisory approval for requests made after the monthly schedule is posted.

#### 5.6 Master Schedule

5.6.1 The posted schedules will cover a four (4)-week period. The effective date of the schedule will be the date the schedule starts. A tentative or "draft" schedule will be posted at least seven (7) weeks prior to the effective date; and the final schedule will be posted three (3) weeks prior to the effective date. To accommodate staff requests for time off during special holiday seasons such as Thanksgiving, Christmas and New Year's, draft schedules may be posted several months in advance. Schedules posted on Mondays are deemed to have been posted the prior calendar day, for the purposes of the posting periods described above.

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It will not be a violation of the contract scheduling procedures for staff nurses designated and approved by the supervisor to generate preliminary drafts of work schedules where such procedures have been implemented and maintained by an operating group in the bargaining unit with the approval of the Executive Nursing Officer CNO. Nurses on each unit may agree to a core work schedule of agreed upon days in the schedule period. In the event it is necessary for the core schedules to change because of attrition or the addition of a position to the unit, all nurses will meet and discuss any changes needed to the schedule. The union representative will facilitate this discussion if requested. If schedule changes are necessary and cannot be agreed upon by the nurses, then the senior nurse's request will prevail. Requests for time off or unavailability of greater than five (5) days during the scheduling period must be submitted no later than seven (7) days prior to the posting of the draft schedule. Such requests may be submitted up to nine (9) months in advance of the time requested. Each October, the Hospital will release the PTO-request deadlines for the following calendar year.

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After the schedule is posted, the Hospital will not change the schedule to trade a nurse's scheduled day for a different day or to change the shift for which the nurse is scheduled without prior approval of the nurse.

- 5.6.1.a Reassignment: The Hospital will endeavor to provide advance notice to the nurse when they are assigned to work in a department that is different from their scheduled department. If they are to work in a different department and do not wish to be placed on-call status, they will be compensated by being paid at the float pay rate.
- 5.6.1.b If a temporary vacancy exists due to the absence of a bargaining unit nurse, nurses will be given the opportunity to voluntarily fill

the vacancy before an external source is used. The nurse must, however, commit to work the entire time the vacancy exists. If the Hospital is faced with an emergency situation involving a temporary vacancy which the Hospital is unable to fill with qualified volunteers, then the Hospital may alter a nurse's schedule before using an external source.

5.6.2 If volunteers are unavailable and such a temporary vacancy is expected to last at least two weeks, the Hospital will effectuate the filling of such vacancy on a rotating basis among all qualified, oriented and available full and part-time nurses beginning with the least senior nurse to last no longer than seven (7) calendar days before another nurse will be rotated into the vacancy. If another qualified and oriented nurse is not available for the rotation, the nurse will not be expected to work more than a total of four (4) rotations, or four (4) weeks, absent an emergency or extenuating circumstance beyond the control of the Hospital. The Hospital will attempt to give each affected nurse as much advance notice of any such change in their work schedule as is possible.

5.7

Nurses who are scheduled to report 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 providing they have had previous orientation and experience in the nursing unit to which they are floated. When the Hospital is unable to utilize such nurse, the nurse shall be paid an equivalent of four (4) hours times the straight-time hourly rate and applicable shift differential. The provision of this section shall not apply if the Hospital has made a reasonable effort to notify the nurse not to report to work at least two (2) hours before the nurse's scheduled shift. It shall be the responsibility of the nurse to notify the Hospital of their her/his current address and telephone number. Failure to do so shall preclude Hospital from notification requirements and payment of the above minimum guarantee. If a nurse is dismissed before their her/his regular shift is

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1		over,	the nurse shall receive the minimum four (4) hours pay in accordance with	
2		the pr	ovisions of this section.	
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4	5.8	If the	Hospital temporarily reduces the work force on a given shift after the	
5		sched	lule is posted, scheduled hours will be reduced in the following order	
6		provid	ded that the remaining nurses are fully qualified, oriented and able to	
7		perfo	m the available work:	
8		5.8.1	Overtime shifts	
9				
10		5.8.2	Scheduled extra shifts	
11		5.8.3	Volunteers. Regular full-time and part-time nurses will have preference in	
12			volunteering over per diem nurses. Full-time nurses will have preference	
13			in volunteering over part-time nurses if the full-time nurse is not working	
14			full-time in that week because of a reduction in the nurse's scheduled	
15			hours.	
16				
17		5.8.4	Passport nurses will be floated to another unit or department to replace	Formatted: Font color: Red, Strikethrough
18			evertime, extra-shift and volunteers in departments where they have	
19			documented competencies. If none, passport nurses will be floated to-	
20			another unit or department for orientation. In no instance will a bargaining	Formatted: Not Strikethrough
21			unit nurse who is preforming patient care be sent home on low census and	
22			replaced by a passport nurse unless the bargaining unit nurse is on	
23			overtime or a bonus extra shift.	
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25		5.8.5	Non-voluntary per diem nurses on the affected shift.	
26				
27		5.8.6	Non-voluntary part-time or full-time nurses on the affected shift, in rotation	
28			order including travel or agency nurses. Nurses working a day as part of a	
29			trade with another nurse shall be considered regularly scheduled for that	
30			day. Every effort shall be made by the Hospital to provide meal and rest	

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ONA/St. Alphonsus-Baker City July 1, 2019- June 30, 2023 Collective Bargaining Agreement

1			breaks prior to sending additional nursing staff home on low census.	
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3		5.8.7	The Hospital shall keep accurate records of all low census hours taken as	
4			a basis for determining low census rotation. The Professional Nursing	
5			Care Committee (PNCC) shall review the low census method at least	
6			once a year in order to recommend changes to maintain the accuracy and	
7			fairness of the system.	
8				
9		5.8.8	Nurses shall not be placed on low census for more than twenty percent	
10			(20%) of their regularly scheduled hours in each four (4) week scheduling	
11			period unless the nurse volunteers for additional low census hours above	
12			the twenty percent (20%) maximum amount.	
13				
14		5.8.9	Nurses' Status While on Mandatory Low-Census. The Hospital will	
15			provide an alternate assignment (e.g. alternate patient care assignment,	
16			Health Stream mandatory education, chart audits, department projects)	
17			within nursing services to the nurse prior to any mandatory low census.	
18			The nurse may choose voluntary low census in lieu of the alternate	Formatted: N
19			assignment. A nurse may be placed by the Hospital in one (1) of the	
20			following two (2) categories if they have not reached their cap:	
21				
22			(a) Full Low Census. This means that the nurse is not obligated to the	
23			Hospital for that shift.	
24				
25			(b) Standby Shift for the patient care unit, the nurse may be placed on	
26			standby, and if called into work, the standby provisions of this contract will	
27			apply (A nurse assigned "Low Census Standby" will have one hour to	
28			report to work, if called).	
29				
30				
31	5.9	When	never possible nurses will not be required to report for work unless they	

have been off duty at least ten (10) hours, unless the employee requests or consents to work such hours, except in cases of emergency or circumstances beyond the control of the Hospital. Such consent will be forwarded to the HNSC and the Association. Nurses will not be required to work split shifts, except in cases of emergency or circumstances beyond the control of the Hospital. A split shift shall be deemed to be an assigned work period interrupted by a break of more than one hour.

5.10 After the scheduled is posted, if additional work is available, the Hospital will notify nurses of the existing shift via electronic communication (text/email) in such a way that all qualified nurses have the same opportunity to request to work the additional shift. It shall be the nurse's responsibility to keep contact information up-to-date as appropriate in order to receive such electronic communication. Nurses will be selected in the following order, provided that the nurse is fully qualified, oriented and able to perform the work and additional overtime does not result:

Regular full-time and part-time nurses will have preference in volunteering over per diem nurses. Full-time nurses will have preference in volunteering over part-time nurses if the full-time nurse is not working full time in that week because of a reduction in their her scheduled hours.

5.11 The Hospital will attempt to schedule at least every other weekend off for regular full-time and part-time nurses unless the nurse indicates a desire to work consecutive weekends or when nurses mutually agree to trade scheduled work days. Full-time and part-time nurses will be available to work at least two (2) weekends per four (4) week work schedule.

### 5.12 Notification of Absence from Work:

Nurses who are unable to report to work as scheduled due to illness or any other reason shall notify the Staffing Coordinator or designee at least two (2) hours

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prior to the nurse's schedule shift.

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#### **ARTICLE 6. EMPLOYMENT STATUS**

- 6.1 The Hospital shall have the right to hire, transfer, and promote nurses, and to discipline, suspend or discharge nurses for just cause. No document critical of a nurse's performance will be placed in the personnel file for use in disciplinary action unless the nurse is made aware of the existence of the document and is given an opportunity to review it.
- 6.2 All new employees, including voluntarily terminated employees who are later rehired, shall be considered probationary employees for a period of pinety (90) one hundred and eighty (180) calendar days following their last date of hire. After ninety (90), one hundred and eighty (180) calendar days of continuous employment, the nurse shall be designated as a regular full-time, part-time or PRN employee unless specifically advised by the Employer of an extended probationary period (not to exceed an additional 180 days ninety [90] days), the conditions of which shall be specified in writing. A written work plan shall be developed by the nurse, in consultation with the nurse's supervisor that delineates the identified work deficiencies with a plan of action to improve them. Prior to the end of the ninety (90) one hundred and eighty (180), day probationary period, the nurse will may be given a written performance evaluation. The written performance evaluation shall not be subject to the grievance and arbitration procedures of this Agreement. During this probationary period, the employment relationship shall be at the sole discretion of the Hospital and the employee may
  - All nurses shall give the Hospital not less than fourteen (14) calendar days written notice of intended resignation. If a nurse does not provide advance notice as requested, the nurse may be considered ineligible for rehire. A terminating employee's final pay will be directly deposited per prior instructions or sent by regular mail to the last record address on the next regular payday following the effective date of the employee's termination.

be terminated without notice and without recourse to the grievance procedure.

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The Hospital shall give nurses regularly employed fourteen (14) calendar days written notice of termination of employment or, if less notice shall be given, then the difference between the number of days' notice given and the number of working days of advance notice herein required shall be paid to the nurse at <a href="her/his their">her/his their</a> regular rate of pay; provided, however, that no such advance notice or pay in lieu thereof shall be required for nurses who are discharged for just cause.

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6.5 A nurse employed by the Hospital shall be oriented under close supervision for a period up to at least ten (10) working days depending on an individual's experience as mutually agreed upon by the Department Manager, the orienting nurse and the preceptor providing the orientation. Orientation may need to be of longer duration, depending on the individual's experience. If the nurse providing orientation is ill or absent, another nurse shall be assigned to work with the nurse in orientation. Newly hired graduate nurses shall be oriented under close supervision in the department from which they were hired for a minimum of eight (8) weeks, unless the nurse and manager otherwise agree to reduce the minimum orientation to six (6) weeks based on the nurse's prior experience on the unit and the nurse's documented competency. Nurses on orientation will

meet face-to-face at least once during their orientation with the department

manager and preceptor to review progress.

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The Hospital may require a nurse to work in another unit or department other than the one that is part of the nurse's regularly scheduled rotation. To provide continuity and optimum patient care, another nurse may be assigned to be oncall in the nurse's regular department. Nurses will not be asked to assume a patient assignment (primary care of patients), in areas or departments for which they do not have documented competency, or have not worked in the department or unit for more than six (6) months, but they may be asked to assume secondary care ("helping hands") of patients. So that nurses are properly prepared to float to other departments or units when needed or to accept new assignments, they

may be asked to participate in cross training or orientation. In such cases where a nurse is floated to a different department to be used as helping hand, the nurse will be provided a document and/or guidelines for expectations of that department, if the nurse requests this.

#### ARTICLE 7. LEAVES OF ABSENCE

- 7.1 Leaves of absence shall be provided in accordance with SAHS policy. If SAHS intends to modify its Leave of Absence policy, the Hospital will provide the Association with at least thirty (30) days advance written notice of the proposed change and will meet with the Association upon request to discuss any concerns the Association has regarding the proposed change.
- 7.2 Paid Educational Time: Each calendar year after completion of one (1) full year of service, a full-time nurse will be eligible to take up to forty (40) hours of paid educational time per calendar year. Part time nurses will be eligible to take up to twenty-four (24) hours of paid educational time per calendar year. The amount to be available is based on the nurse's full-time or part-time status for the majority of the prior calendar year. If a nurse wishes to have a scheduled day off with pay to attend an educational program, she/he, they must apply in writing to the CNO Executive Nursing Officer or designee, with a copy to the PNCC. Requests of greater than five (5) days during the scheduling period must be submitted no later than seven (7) days prior to the posting of the draft schedule. Such requests may be submitted up to nine (9) months in advance. The Executive Nursing Officer CNO or designee will then respond to the request within seven (7) days. The program must be for bona fide nursing education which will benefit both the

hours are available, and nursing leadership team members are welcome to register. If approved in advance, the nurse will receive her their straight time hourly rate of pay for that day. A nurse may use Paid Educational Time for work days lost in traveling to approved out-of-town workshops. Paid educational hours will not be considered as hours worked for overtime purposes. A nurse who is

allowed paid educational time under this Article shall be prepared to make a

Hospital and the nurse, this can include ONA sponsored education, provided CE

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written and oral presentation regarding their his or her education experience at the completion of the educational time. Such presentations will be coordinated with the PNCC. Paid educational time can be granted even if the program is not one for which the Hospital pays tuition or expenses at the discretion of management. Paid educational time can also be granted for local educational programs offered by the Hospital which are approved for Continuing Education Unit purposes. In addition, the Hospital shall budget \$6,000 each calendar year to be used by nurses to offset tuition and other approved expenses incurred in utilizing Paid Educational Time. If a nurse wishes to apply for educational expense funds, they she must apply to the Executive Nursing Officer or designee at the same time they apply she/he applies for Paid Educational Time. The Executive Nursing Officer or designee shall respond to the nurse within seven (7) days.

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7.3 In-service Education: The Hospital may offer in-service sessions for nurses. If an in-service session is voluntary for the nurse, hours that the nurse attends the session are on their her/his own time, are not paid hours, and do not count toward hours.

Avertime worked. If an in-service session or staff meeting is mandatory and

toward hours.

evertime worked. If an in-service session or staff meeting is mandatory and occurs outside the nurse's normal work hours, the nurse will be paid for the time. Pay will be at the nurse's regular rate of pay unless the nurse works (including the required in-service and/or staff meetings) more than eight (8) hours, ten (10) hours, or twelve (12) hours in that day as applicable. If an in-service session is voluntary and approved for Continuing Education Unit purposes, the nurse may apply for Paid Educational Time to attend the program in accordance with Section 7.240 above. The Hospital will make reasonable efforts to make inservice and staff meetings available to all shifts including by the use of tape recordings and/or videotapes, when possible or when nurses so request.

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7.4 <u>Bereavement Leave</u>: Bereavement Leave shall be provided in accordance with SAHS policy. Days may be used nonconsecutively. If SAHS intends to modify its

1 Bereavement Policy, the Hospital will provide the Association with at least thirty 2 (30) days advance written notice of the proposed change and will meet with the 3 Association upon request to discuss any concerns the Association has regarding 4 the proposed change. Paid bereavement leave shall run concurrently with any bereavement leave to which a nurse may be entitled under the Oregon Family 5 Leave Act. 6 7 Bereavement leave may be extended using available paid time off (PTO), with 8 the prior approval of the supervisor. Bereavement leave must be scheduled 9 through and approved by the supervisor. 10 7.5 Jury Duty Leave: Jury Duty will be provided as per the SAHS policy. If SAHS intends to modify its 11 12 Jury Duty Policy, the Hospital will provide the Association with at least 13 thiry (30) days' notice of the proposed change and will meet with the 14 Association upon request to negotiate abny concerns the Association has 15 regarding the proposed change, 16 17 7.6 Witness Duty Benefit: 18 Witness Duty Benefit will be provided as per the SAHS policy. If SAHS 19 intends to modify its Witness Duty Benefit, the Hospital will provide the 20 Association with at least thiry (30) days' notice of the proposed change 21 and will meet with the Association upon request to negotiate anby 22 concerns the Association has regarding the proposed change, 23 24 7.67 Military Service Leave: 25 Military Service Leave will be provided as per the SAHS policy. If SAHS intends to modify its Military Service Leave, the Hospital will provide the Association 26 27 with at least thiry (30) days' notice of the proposed change and will meet

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Association has regarding the proposed change,

with the Association upon request to negotiate anby concerns the

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# **ARTICLE 8. HEALTH AND WELFARE**

- Periodic T.B. tests or screenings and periodic chest x-rays required will be provided at the Hospital's expense. If the Hospital requires the physician's examination, the Hospital will pay the cost of the examination. Nurses are strongly encouraged to receive annual immunizations against influenza, particularly when recommended by the SAMC infection control committee, the local County Health Department, or if an epidemic is predicted. Nurses who choose to be vaccinated are asked to provide proof of annual vaccination. Nurses who choose not to be vaccinated are required to annually complete the mutually agreed upon Declination of Influenza Vaccination form and may be required to take other protective measures that are consistent with SAHS policy. Proof of vaccination and Declination Forms will be kept in the employee confidential medical record.
  - 8.1.1 If SAHS intends to modify its Influenza or Masking policy, the Hospital will provide the Association with at least thirty (30) days advance written notice of the proposed change and will meet with the Association upon request to negotiate the proposed change.
  - 8.1.2 The Hospital will provide annual Influenza vaccination for nurses.\_

    The Hospital will do its best to work with employees and provide

    vaccines to those nurses working night shifts and weekends on site

    during their work hours.

 8.1

1	8.2	Medical, Dental and Vision Plans: Group medical, dental, and vision plans shall
2		be provided to all eligible employees. Eligibility, cost, deductibles and co-
3		payments shall be defined by the plan documents. The plans will be the same
4		plans as are provided to all other Hospital employees.
5		
6		If substantive changes in current plans or the current premium cost sharing
7		occur, the Hospital will provide at least 60 calendar days advance written notice
8		of the proposed change to the ONA. The Hospital will give meaningful
9		consideration to the input received from the ONA within thirty (30) calendar days
10		regarding the proposed changes. A change is understood to be "substantive" if it
11		reflects a cost increase greater than ten (10) percent.
12		
13	8.3	Nurses shall be covered by State Workers' Compensation Insurance or
14		equivalent private insurance coverage. Nurses injured while at work will be
15		considered for return pursuant to the SAHS Return to Work: Transitional Work
16		Program policy.
17		
18	8.4	Retirement Program: The Hospital will provide a retirement plan for its eligible
19		employees. Retirement benefits and eligibility requirements for participation shall
20		be defined by the plan documents. If the Hospital modifies its current retirement
21		plan or provides an alternative plan, the Hospital will provide the Association with
22		at least thirty (30) days advance notice and a review of the plan prior to
23		implementation.
24		
25	8.5	$\underline{\text{Life Insurance}}\text{: The Hospital will provide life insurance for its eligible employees.}$
26		Life insurance benefits and eligibility requirements for participation shall be
27		defined by the plan documents.
28		
29	8.6	Medical, Dental, Vision, and Life Plan Changes: The parties recognize that Trinity
30		Initiative may from time to time explore modifying the Hospital's medical, dental,
31		vision, and life insurance plan(s) set forth in this Article. If such exploration is

1		undertaken, the Hospital will periodically update the Association on progress and
2		provide a meaningful opportunity for the Association and nurses to provide input.
3		Prior to modifying any of its current plan(s) or providing an alternative plan(s), the
4		Hospital will provide the Association at least thirty (30) days' notice and a review
5		of the plan changes prior to implementation. Plan changes which may include
6		plan costs, benefits and eligibility requirements including any changes thereto,
7		shall be the same as for all Hospital employees.
8	8.7	Parking: Free parking is available for nurses in paved, well lighted areas. The
9		Hospital, however, will not be responsible for damage or loss sustained by
10		nurses who use these areas. Nurses will only park in designated employee
11		parking areas.
12		
13	8.8	$\underline{\text{Disability Insurance}}\text{: The hospital will provide short-term and long-term disability}$
14		insurance for its eligible employees. Benefits and eligibility requirements for
15		participation shall be defined by the plan documents. The Hospital will continue
16		the current funding of premiums, subject to change under the process set forth in
17		Section 8.2.
18		
19	8.9	Adoption Assistance: The Hospital shall pay financial assistance to nurses who
20		adopt in accordance with SAHS policy.
21		
22	8.10	Quarantine: An eligible nurse will be compensated for hours the RN was
23		scheduled to work to a maximum of 3 scheduled work days after confirmed
24		exposure to a communicable disease at work at the medical center to the extent
25		not covered by Workers' Compensation, if time is lost because of quarantine
26		required by the Hospital. Quarantine reimbursement is not available if:
27		<ol> <li>Temporary work outside of patient care was available; or</li> </ol>
28		
29		2) The RN declined prior opportunities for immunization provided by

30 31 the hospital for the disease which is the cause of the quarantine.

1	8.11.	<u>Tuition Reimbursement Policy.</u> Eligible nurses may receive tuition reimbursement			
2		in accordance with SAHS policy.			
3					
4	8.12	Orego	on Family Medical Leave Insurance		
5		The H	lospital agrees to follow Oregon State Law as it pertains to the Oregon		
6		Famil	y Medical Leave Insurance.		
7					
8			ARTICLE 9. PROFESSIONAL NURSING CARE COMMITTEE		
9	9.1	Reco	gnition: A Professional Nursing Care Committee (PNCC) may be		
10		estab	lished at the Hospital.		
11	9.2	Respo	onsibility: The Hospital recognizes the responsibility of the PNCC to		
12		recom	nmend measures objectively and to improve patient care and will duly		
13		consid	der such recommendations and will so advise the PNCC of action taken in		
14		writing	g.		
15					
16	9.3	<u>Objec</u>	ctives: The objectives of the PNCC shall be:		
17		9.3.1	To work constructively for the improvement of patient care;		
18					
19		9.3.2	To recommend to the Hospital ways and means to improve patient care;		
20					
21		9.3.3	To consider constructively the practice of nurses and to work		
22			constructively for the improvement of nursing practice;		
23 24		934	To exclude from any discussion any matters involving the interpretation of		
25		0.0.1	the contract; and		
26			the contract, and		
27		935	To review the low census tracking system and make recommendations for		
28		0.0.0	maintaining the accuracy and fairness of the system.		
29			mamaning the accuracy and fairness of the system.		
30		9.3.6	To review orientation and training plans for new hire and transferring		
31		0.0.0	nurses.		
٠.					

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2		9.3.7 To review and recommend approval of education requests from nurses.	
3		Recommended approval education requests will then be forwarded to the	
4		CNO Executive Nursing Officer for final approval. The PNCC will	Formatted: Font color: Red, Strikethrough
5		additionally be responsible for assigning and tracking any corresponding	
6		education presentation required of a nurse who travels for education.	
7			
8	9.4	Composition - The PNCC shall have one registered nurse member from each	
9		department at the Hospital and covered by this Agreement, currently	
10		Medical/Surgical/Swing Bed, Emergency Department, Intensive Care, Family	Formatted: Font color: Red, Strikethrough
11		Birth Center, Surgical Services, Resource, and Outpatient Infusion/Wound. The	Formatted: Font color: Red
12		PNCC Chairperson shall be elected by the registered nurse staff at the Hospital.	
13		The Association will oversee the election of registered nurse Committee	
14		members and alternates. In order to increase availability and participation, upon	
15		mutual agreement by the Association and the Hospital, the PNCC and the	
16		Hospital Nurse Staffing Committee (HNSC) bargaining unit nurse members may	
17		serve dual roles. If the nurse is a member in good standing of the bargaining unit.	Formatted: Font color: Red, Strikethrough
18		A designated note-taker will document PNCC Minutes separately from HNSC	
19		Minutes. When necessary, the committees may meet separately in order to	
20		address issues specific to the HNSC or PNCC.	
21			
22	9.5	Frequency of Meetings - The Committee shall schedule regular meetings. Each	
23		PNCC member shall be entitled to their her/his regular straight time rate for the	Formatted: Font color: Red, Strikethrough
24		purpose of attending PNCC meetings of one hour per month. Such meetings	Formatted: Font color: Red
25		shall be scheduled so as not to conflict with the routine. The PNCC shall prepare	
26		an agenda and keep minutes of all meetings, copies of which shall be provided to	
27		the Chief Nursing Officer and the Association.	
28			
29	9.6	Special Meetings - The Administration may request special meetings with the	
30		Committee, but such meetings shall not take the place of the regularly scheduled	

meetings of the PNCC.

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9.7 The PNCC may request meetings with the Administration to discuss nurse staffing problems, where, in the opinion of the committee, a critical nurse staffing shortage affecting the nursing care of patients exists or constructive improvement relating to the utilization of personnel should be considered including the establishment of clinical classifications. Any other issue that is affecting patient care may be discussed if it is not a matter relating to the CBA. The PNCC will provide an agenda in advance of the meeting to the Administration for review. At the request of the PNCC, a representative of the Association may be in attendance at such meetings.

The bargaining unit members may request a Special Meeting with the

Administration to discuss matters related to this agreement which are not proper
subjects for the grievance procedure or subjects of negotiation. The members
requesting the meeting will include an agenda with the request for such a
meeting. At the request of the members, up to two (2) additional members may
be in attendance at such meeting; the number of management representatives
may not exceed the number of bargaining unit members present at such
meeting. Special meetings may occur, at most, on a guarterly basis (4 per year).

# **ARTICLE 10. GRIEVANCE PROCEDURE**

10.1 A grievance is defined as <u>an</u> alleged breach of the provisions of this Agreement. A grievance in connection with the interpretation and the application of the provisions of the Agreement may be presented exclusively in accordance with the procedures set forth in this Article:

10.2 <u>Step 1</u>: Any nurse who desires to present a grievance shall first present it in writing, or by electronic submission, to the nurse's Department Manager or designee and in no event later than fourteen (14) calendar days from the date of

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occurrence. A grievance relating to pay shall be timely if submitted within fourteen (14) calendar days after the pay day for the period during which the grievance occurred. The immediate supervisor's reply is due within fourteen (14) calendar days of presentation.

10.3 Step 2: If not resolved at Step 1, the grievant shall reduce the grievance to writing and shall present the same to the CNO Executive Nursing Officer or designee within fourteen (14) calendar days of the receipt of the immediate supervisor's reply or the date such was due. The CNO Executive Nursing Officer or designee shall then meet with the nurse and a representative of the Association if the nurse so desires, to resolve the matter within fourteen (14) calendar days of the receipt of the grievance and shall reply in writing within fourteen (14) calendar days of the meeting. The Association may file a grievance of a class action nature at this step if the grievance involves or impacts more than one nurse. Grievances related to a nurse's termination shall be first submitted at this step.

10.4 Step 3: If not resolved at Step 2, the grievance may be presented in writing to the designated Human Resources representative within fourteen (14) calendar days of the receipt of the CNO's Executive Nursing Officer's reply or date such was due. The Human Resources designee shall meet within fourteen (14) calendar days with the nurse and a representative of the Association to resolve the matter and shall reply in writing within fourteen (14) calendar days after the meeting.

Step 4: If the grievance is not settled on the basis of the foregoing procedure, the Association may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the reply from the designated Human Resources representative or date such response was due. If they cannot agree on an arbitrator within five (5) days after such written notice, then the Federal Mediation and Conciliation Service shall be jointly requested to submit a list of five (5) arbitrators from which each representative shall strike alternately a name until only one name remains. The arbitrator shall render a decision within thirty

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(30) days after the grievance is submitted to them her/him, unless the parties by mutual agreement extend that time limit.

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10.6 The arbitrator's decision shall be final and binding upon the grievant, Association and Hospital; provided, however, that the arbitrator shall have no power to modify, add to, alter, or detract from provisions of this Agreement, or to establish wage scales or rates on new or changes in jobs, or to change any rate unless it is provided for in this Agreement. Unless time limits are expressly, clearly, and unequivocally waived by the Employer, the arbitrator may not decide any grievance filed and/or appealed outside the time limits set forth in this Article. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award, under no circumstances, shall be based on other extra contract matters not specifically incorporated in this Agreement. The fee and expenses of arbitration shall be shared equally by the Hospital, and the Association, except that each party shall bear the expenses of its own representation and witnesses.

10.7 A grievance will be deemed untimely if the time limits set forth above for the grievant to initiate a grievance or to proceed to the next step are not met, unless the parties agree in writing to extend such time limits.

10.8 <u>Grievance Representative</u>: Three (3) RNs selected by the Association to act as Association Representatives shall be known as Grievance Representatives. The names of the Registered Nurses selected as Grievance Representatives and the names of other Association representatives who may represent registered nurses shall be certified in writing to the employer by the Association and the individuals so certified shall constitute the Association Committee.

#### ARTICLE 11. SENIORITY

2 11.1 After satisfactory completion of the required probationary period, nurses shall
3 have seniority. As of the 2012 ratification, seniority, Seniority shall be based on
4 years of service for all Full Time and Part Time nurses. PRN nurses shall receive
5 one (1) year of service credit for every three (3) years worked. All seniority
6 calculated prior to the 2012 ratification will remain unchanged.
7 Until the list is prepared and provided to the Association, seniority questions shall
8 be resolved according to the prior seniority list.

11.2 Seniority shall be terminated if a nurse quits or is discharged. If a nurse retires and is rehired by the Hospital within a period of less than one (1) year from the date of termination, she/he they will be returned from the time of reemployment to the same wage step and benefit level as prior to termination and to the seniority list with the same hours of seniority as she/he they had at the time of termination. If a nurse voluntarily quits and is rehired by the Hospital within a period of one (1) year, he/she they will be returned from the time of

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11.3 Posting and Filling of Positions

11.3.1 <u>Purpose</u>: The purpose of this procedure is to ensure that all RNs have opportunity to apply for other job openings covered by this Agreement.

reemployment to the same wage step and benefit level as prior to termination.

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# 11.3.2 Policy

11.3.2.1 The Hospital will continue to post all approved and available job openings online for seven (7) days prior to filling the position permanently. An assignment to train/orient or to receive training/orientation in a unit different from the nurse's scheduled unit is not a job opening. The notice shall state the position, shift, department, and, as appropriate, the number of days per week of the available position. In addition, Human Resources will provide access to the posting via the Internet and Intranet.

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1	11.3.2.2 There will be a posted bargaining unit position within a unit where		
2	guaranteed agency, passport, or travel nurses are being used to		
3	perform bargaining unit work other than to fill bargaining unit		
4	positions because of any combination of leaves of absence,		
5	vacations, holidays, and sick leave. The Hospital will bargain with		
6	the Association before accepting a passport nurse position.		
7			
8	11.3.2.3 Applications Internal Applicants for open positions will be		
9	considered on the basis of the following qualifications:		
10	- Past performance including the average of the last three		
11	annual evaluations (or less if such exists) or outside		
12	references. Counseling and disciplinary record will also be		
13	considered.		
14	<ul> <li>Prior work experience in the area in which the position</li> </ul>		
15	exists.		
16	- Applicable certifications.		
17	- Competency Testing		
18	- Specialty Education		
19	- Safety Record		
20			
21	Where such qualifications are relatively equal, seniority will		
22	prevail. The Hospital will be sole judge of qualifications provided		
23	that the Hospital will not be arbitrary or discriminatory.		
24			
25	11.3.2.4 The Hospital agrees to consider all qualified applicants who apply		
26	in writing to the Department of Human Resources within the		
27	specified time of the posting and the request shall be answered in		
28	writing with the Hospital's decision.		
29			
30	11.3.2.5 The nurse selected to fill the vacancy shall be placed in that		

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position as soon as reasonably possible in a timeframe agreed

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2		11.3.	2.6 The Hospital shall have sole discretion in determining whether a	
3			permanent or temporary job opening exists.	
4				
5	11.4	Reduction is	n Force: Both parties recognize that it may become necessary to	
6		reduce staff	f or eliminate positions.	
7		11.4.1 Notw	vithstanding any other provision of this Agreement, when a permanent	
8		or in	definite reduction in force is necessary, nurses will be laid off based	
9		on th	e following qualifications:	
10		-	Past performance including the average of the last three (3)	
11			evaluations (or less if such exists). Counseling and disciplinary	
12			record will also be considered.	
13		-	Prior work experience in the area in which the position exists.	
14		-	Applicable certifications.	
15		-	Competency Testing.	
16		-	Specialty Education.	
17		-	Safety Record.	
18				
19		Whe	n such qualifications are relatively equal seniority will prevail. The	
20		Hosp	oital will be the sole judge of qualifications provided that the Hospital	
21		will n	not be arbitrary or discriminatory.	
22				
23		11.4.2 After	the decision is made on which hours or positions will be reduced, the	
24	nurses filling those targeted positions will have four options: applying for			
25	open positions, displacing lesser qualified nurses as determined by			
26		Secti	ion 11.4.1 above, reducing to per diem status, or layoff. Displaced	
27		nurse	es have fourteen (14) two days to exercise their options.	Formatted: Font color: Red, Strikethrough
28		Subs	sequently displaced nurses will follow the same procedure. A nurse	
29		being	g laid off will have the option of reducing to per diem status or	

upon by the affected managers, not to exceed sixty (60) days.

applying for an open position.

30

1	11.4.3 Nurses who are laid off will be given 14 calendar days' notice of layoff or
2	will receive pay in lieu of notice for all scheduled days in that 14-day
3	period.
4	
5	11.4.4 Nurses who are laid off or reduced to per diem status shall be on a recall
6	list for twelve (12) months from the date of layoff.
7	
8	11.4.5 Nurses on the recall list may apply for any open position that may become
9	available. Nurses shall be recalled in reverse order of layoff provided that
10	the nurse meets the qualifications of the available position. If a nurse's
11	original reduced position is reinstated, the displaced nurse has first
12	preference in reclaiming the position.
13	
14	11.4.6 Outside applicants or contracted nurses shall not be employed for a
15	posted permanent or temporary vacancy in a nursing department if there
16	is a qualified nurse on the recall list to fill the vacancy after the usual
17	orientation period.
18	
19	11.4.7 If a laid off nurse is passed over in recall because of position
20	disqualification, the nurse retains recall rights for future positions.
21	
22	11.4.8 A nurse shall forfeit all recall rights by failing to notify the Hospital of
23	intent to return to work within five (5) calendar days after the date recall
24	notice is sent by certified mail to the nurse's last address on records with
25	the Hospital.
26	
27	11.4.9 The Hospital will pay its share of the insurance premiums for a laid off
28	nurse for the remainder of the month in which the layoff occurred. Laid
29	off nurses may continue the Hospital's insurance under applicable
30	COBRA regulations while on layoff.

1	11.4.10 Laid off nurses will have their original date of hire reinstated if recalled
2	within twelve (12) months of layoff.
3	
4	11.4.11 Nurses taking an open position not covered by this agreement will have
5	seniority frozen. Seniority does not continue to accrue while in such a
6	position.
7	
8	11.4.12 The Hospital shall be the sole judge of a nurse's qualifications; provided,
9	however, the Hospital's decision shall not be arbitrary or discriminatory.
10	
11	11.5 Seniority that is previously accrued shall not be lost when a nurse is promoted to
12	a supervisory or management position which is not covered by this Agreement.
13	She/he shall not continue to earn seniority after being promoted to such a
14	position. Seniority shall terminate in accordance with Section 11.2 above in the
15	event of a quit, retirement or discharge while in the supervisory or management
16	position. An individual in a supervisory or management position may use
17	seniority previously accumulated under this Agreement to bid on a bargaining
18	unit position posted, but only in accordance with the bidding process set forth in
19	section 11.3.2.2 of this Agreement.
20	
21	ARTICLE 12. SEPARABILITY
22	In the event that any provision of this Agreement shall at any time be declared invalid by
23	any court of competent jurisdiction or through government regulations or decree, such
24	decision shall not invalidate the entire Agreement, it being the express intention of the
25	parties hereto that all other provisions not declared invalid shall remain in full force and
26	effect.
27	
28	ARTICLE 13. DRUG/ALCOHOL ABUSE
29	13.1 Policy
30	13.1.1 St. Alphonsus—Baker City Health Services and the Association recognize
31	their responsibility to maintain a safe and secure environment for the

Hospital's patients and employees. To fulfill this responsibility, all employees are required to perform their duties in an effective and responsible manner.

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13.1.2 As a result, nurses shall be required to comply with the SAHS Drug and Alcohol-Free Workplace Policy. The purpose of the Policy is to ensure that the Hospital's patients and work force, at all levels, are protected from employees who abuse drugs/alcohol and place themselves, their coworkers, patients, and the Hospital at risk.

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13 14 13.1.3 If SAHS intends to modify its Drug and Alcohol-Free Workplace policy, the Hospital will provide the Association with at least thirty (30) days advance written notice of the proposed change and will meet with the Association upon request to discuss any concerns the Association has regarding the proposed change.

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#### **ARTICLE 14. ASSOCIATION BUSINESS**

18 Without interrupting normal Hospital work and patient care routine, duly 19 20 22 23 24

authorized representatives of the Association shall, upon written request, preferably 14 days in advance to the Executive Nursing Officer, be permitted at all reasonable times to enter the Hospital for the purposes of fulfilling its duties as the exclusive representative of the RN's. and observing conditions under whichnurses are employed. Such a request will list the name(s) of the representative(s), the location necessary for such business, and the plan for the visit. The Association representative shall first notify the Chief Nursing Officer or a duly appointed management representative. Association representatives shall at all times wear appropriate identification.

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14.2 The Hospital will make a meeting room available to the Association for the purpose of holding meetings regarding contract administration, provided reasonable written notice is given to the Hospital and the facility is not otherwise Formatted: Font color: Red, Strikethrough

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scheduled. It is understood that when possible two (2) weeks written notice shall be given. The Hospital shall have sole responsibility and authority for scheduling the meeting rooms.

14.3 The Hospital shall provide a bulletin board, in each nursing unit, in a location mutually agreeable to both parties, for posting of Association materials provided the Association shall provide a copy of such materials to the <u>Executive Nursing</u> Officer <u>President</u> or designee before or when the material is posted.

14.4 Hospital facilities, equipment and supplies will not be used by Association or nurses for either Association or personal business without prior approval of the President or designee.

14.5 New Hire Orientation: During new hire orientation, a representative of the Association will be provided up to fifteen (15) minutes to advise new hires on the existence of a collective bargaining agreement. The Hospital shall not be obligated to remunerate the representative for any time spent in orientation. The Hospital will provide the Association Membership Chair a list of new hire orientation dates. The Hospital shall notify the membership chairperson as soon as possible if orientation is to be cancelled.

14.6 Negotiation Team: Recognizing the importance of the collaborative effort of negotiations, the Hospital will pay up to three (3) nurses, elected by their peers to serve as the Negotiation Team, to participate in Negotiation sessions with the Hospital for up to four (4) days of bargaining. Nurses will be eligible for compensation for days that in person negotiations are scheduled, for up to eight (8) hours per day at the nurses' base rate of pay. These hours will not be counted as hours worked for overtime and accrual purposes.

### **ARTICLE 15. FOOD SERVICE**

The Hospital shall provide a cafeteria for nurses where food may be purchased. If the nurse desires, meals may be purchased through payroll deduction. Meals brought to

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the Hospital may be eaten in the cafeteria or in other designated areas. The prices charged for items in the cafeteria, selection and quality provided and the hours of operation shall be at the sole discretion of the Hospital.

# **ARTICLE 16. SUCCESSORS**

The Hospital agrees to give the ONA written notice if it has reached a final decision (at least thirty (30) days prior to the effective date of such decision) regarding the sale or complete transfer of hospital assets to a successor or transferee. It is understood, however, that the Hospital undertakes no obligation beyond the duty to notify the ONA as described, and, upon written request, to meet to bargain about the effects of such a decision. It is further understood that this notice provision is inapplicable to any encumbrance or partial disposal of Hospital assets. The Hospital is not bound by this agreement to require a successor employer to continue the terms of this agreement, nor is a successor hereby committed to such terms.

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## **ARTICLE 17. MANAGEMENT RIGHTS**

Except as expressly abridged by a specific provision of this Agreement, the 17.1 management of the Hospital; the direction and control of the work force; the right to determine the means, methods, processes, materials and schedules of operation; the right to alter, rearrange, change, extend, curtail, or discontinue its operation, partially or completely; the right to determine the location of the business; the right to determine the size and assignment of the work force, the right to contract and subcontract for material, services, supplies and equipment; the right to introduce new or improved technologies, methods, materials, supplies, equipment and tools; the right to determine the skills and qualifications necessary for positions, the right to transfer or assign work (including) to other Trinity Health affiliates; to eliminate, change or consolidate jobs, classes, hours; the right to establish standards of performance and to determine whether any individual meets such standards; the right to eliminate, establish and amend and require employees to observe Hospital rules and regulations; and policies and procedures; the right to suspend, demote, discipline and discharge employees for just cause shall be the right, solely and exclusively of the Hospital.

17.2 The foregoing enumeration of rights are not intended to be all inclusive but are intended to be representative of the type of rights normally inherent to the Hospital. The Hospital not exercising rights, powers, authority and function reserved to it or its exercising them in a particular way shall not be deemed a waiver of such rights, power, and authority.

## **ARTICLE 18. NO STRIKE**

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

#### **ARTICLE 19. PAID TIME OFF**

19.1 Full-time and part-time nurses shall receive Paid Time Off (PTO) in accordance with SAHS policy.

19.2 If SAHS intends to modify its Paid Time Off and Holiday Plan, Non-Management (SAHS PTO Policy), the Hospital will negotiate the proposed change(s).

19.3 The following PTO accruals shall remain effective through December 19, 2020.
according to the SAHS Paid Time Off (PTO) Policy

Length of Service	Time Accrued	
Less than 1	.096 hrs. per hour paid	
	(e.g., up to 200 hrs./year)	
1-4	.107 hrs. per hour paid	
	(e.g., up to 224 hrs./year)	
5-9	.119 hrs. per hour paid	
	(e.g., up to 248 hrs./year)	
10-14	.131 hrs. per hour paid	

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	(e.g., up to 27 <u>2</u> 4 hrs./year)
15+	.142 hrs. per hour paid
	(e.g., up to 296 hrs./year

Beginning December 20, 2020, the following separation of the holidays for the PTO bank will take place pursuant to the following grid, below. Employees will be provided holiday pay based on FTE status (1.0 = 8 hours, 0.5 = 4 hours, etc.), whether working or not.

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<del>Length</del>	PTO Accrual Rate Per Hour	Holidays: New Year's Day,
<del>of</del> -	Paid	Memorial Day, Independence
Service		Day, Labor Day, Thanksgiving-
		Day, Christmas Day, 1 Floating
		Holiday
<del>Less</del>	0.069231 (e.g., up to 144-	7 (e.g. up to 56 hours per year)
than 1	hrs./year)	
1-4	0.080769 (e.g., up to 168-	7 (e.g. up to 56 hours per year)
	<del>hrs./year)</del>	
<del>5-9</del>	0.092308 (e.g., up to 192-	7 (e.g. up to 56 hours per year)
	hrs./year)	
<del>10-14</del>	0.103846 (e.g., up to 216-	7 (e.g. up to 56 hours per year)
	<del>hrs./year)</del>	

7 (e.g. up to 56 hours per year)

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19.4 PTO hours accrued shall be accumulated in each nurse's individual account. Under the SAHS PTO policy, the maximum number of hours that may be accumulated shall be 1.5 times the maximum yearly accrual.

0.115385 (e.g., up to 240

hrs./year

## 19.5 Application for PTO

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19.5.1 PTO leave of at least two (2) consecutive weeks will be established on a first-come-first serve basis by date of application in the designated vacation book or the appropriate request form. In the event two or more nurses request the same time and make a request on the same calendar date, the most senior nurse will be granted the PTO time requested. A

nurse who exercises a seniority preference for scheduling such time off may not again exercise a seniority preference during the next two (2) years. Requests for earned PTO of at least two (2) consecutive weeks should be submitted at least six (6) weeks prior to the schedule being posted. Requests for PTO should not be made more than nine (9) months in advance, unless special circumstances exist where travel or other arrangements must be made in advance. A nurse may make a special circumstance request no more than once every two (2) years. If it is denied, it will be done so in writing within three (3) weeks after receipt of request. The Hospital reserves the right to determine how many nurses may take PTO at one time but will make reasonable documented effort to allow at least one vacation request per shift per nursing unit.

The nurse may be asked to assist in finding their her/his replacement if the Staffing Supervisor is otherwise unsuccessful.

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19.5.2 No request for time off under PTO shall be unreasonably denied. No one
nurse shall be allowed to dominate peak periods of time off. PTO may also
be used when a nurse wishes to remain home because of illness in the

family. PTO can be used in increments smaller than the normal workday

but not in increments of less than one hour.

**ARTICLE 20. STAFFING PLANS** 

The Nurse Staffing Committee Hospital shall be comprised of members as delineated

by the written standards of the Oregon Nurse Staffing Law. responsible for developing

The Nurse Staffing Committee will meet to develop and implement these, and

implementing written standards as required standards according to the cadence and

requirements outlined by the Oregon Health Authority. Nurse Staffing Law (formerly

known as HB 2800).

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30 31 **ARTICLE 21. TERMINATION AND RENEWAL** 

21.1 This Agreement will remain in full force and effect through June 30, 20253, and

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- from year to year thereafter unless modified, amended or terminated in
- 2 accordance with the following provisions.

21.2 Should either party wish to modify or amend any provision of this Agreement, or to terminate said Agreement, as of June 30, 20232025, or any subsequent June 30 anniversary date, notice of desire to modify, amend or terminate the Agreement shall be given by certified mail to the other party not more than one hundred and twenty (120) days nor less than ninety (90) days prior to June 30, 20232025, or any subsequent June 30 anniversary date.

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- 21.3 In the event notice to modify or amend has been given, as provided above, and assuming the Association gives proper notice pursuant to the Labor Management Relations Act, 1947, as amended, Section 8(g), and if no agreement has been reached by the expiration date of this Agreement, the Agreement shall be considered terminated by the parties.
- 21.4 Both parties of this Agreement specifically waive their rights to negotiate any matter not enumerated by this Agreement for the term of this Agreement, except as negotiations leading to a successor Agreement. Both parties, however, may mutually agree to bargain on any issue during the term of this Agreement. A request to bargain any part of this agreement including wage scales (or any item pertaining to wages) does not open the entire contract up for negotiation but rather that specific item.

21.5 Contract Minimums. The Association recognizes this agreement to be the contract minimums standards of employment. Following twenty-eight (28) days' notice, the Hospital shall have the right to pay similarly situated nurses above the Collective Bargaining Agreement minimums called for in this agreement, or to restore all similarly situated nurses to the contract minimums. Either party may request to bargain over the impact of any such change to pay above the contract minimum or to restore to the contract minimum. Any such bargaining will take place during and will not extend the twenty-eight (28)-day notice period.

21.56 Past Practices: Any and all agreements, written and verbal, previously entered into between the parties are mutually canceled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer. The Employer shall notify the Association and the nurses at least thirty (30) days in advance of changing the intent to change any past practice.

- 1 IN WITNESS WHEREOF the Hospital and the Association have executed this
- 2 Agreement as of <u>October 30</u>, 2019

# **OREGON NURSES ASSOCIATION**

SAINT ALPHONSUS MEDICAL CENTER - BAKER CITY

Ateusa Salemi, Labor Representative

Priscilla Lynn.

President and Chief Nursing Officer

Alyson Riño, RN

Riley Hall, RN

lenna Hall, RN

Pagai Harrara PN

Megan Nelson, RN

Julie Story RN

# **APPENDIX A. SALARY SCHEDULE**

This wage scale is intended to clarify the movement of steps as described in the previous Collective Bargaining Agreement, section 4.3.2. Wages shall be increased each year as follows. October 2023 6.5%, October 2024 3% increase.

2019 3.5%, October 2020, 2021,

2022- 3 % increase

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		Oct	Oct	Oct	Oct	
	<del>2018</del>	<del>2019</del>	<del>2020</del>	<del>2021</del>	<del>2022</del>	
<del>eps</del>						Formatted: Font color: Red, Strikethrough
	<del>2.5%</del>					Formatted: Font color: Red, Strikethrough
	<del>between</del>					
	<del>all steps</del>	<del>3.5%</del>	<del>3%</del>	<del>3%</del>	<del>-3%</del>	
<del>gin</del>	<del>29.14</del>	<del>30.16</del>	<del>31.06</del>	<del>32.00</del>	<del>32.96</del>	Formatted: Font color: Red, Strikethrough
4	<del>29.87</del>	<del>30.91</del>	31.84	32.80	33.78	Formatted: Font color: Red, Strikethrough
2	<del>30.62</del>	<del>31.69</del>	<del>32.64</del>	<del>33.62</del>	<del>34.62</del>	Formatted: Font color: Red, Strikethrough
3	<del>31.38</del>	<del>32.48</del>	<del>33.45</del>	<del>34.46</del>	<del>35.49</del>	Formatted: Font color: Red, Strikethrough
4	<del>32.17</del>	<del>33.29</del>	34.29	<del>35.32</del>	36.38	Formatted: Font color: Red, Strikethrough
5	<del>32.97</del>	<del>34.12</del>	<del>35.15</del>	<del>36.20</del>	<del>37.29</del>	Formatted: Font color: Red, Strikethrough
<u>€</u>	33.79	<del>34.98</del>	<del>36.03</del>	37.11	38.22	Formatted: Font color: Red, Strikethrough
7	<del>34.64</del>	<del>35.85</del>	<del>36.93</del>	<del>38.03</del>	<del>39.17</del>	Formatted: Font color: Red, Strikethrough
						Formatted: Font color: Red, Strikethrough
8	<del>35.50</del>	<del>36.75</del>	<del>37.85</del>	38.98	<del>40.15</del>	Formatted: Font color: Red, Strikethrough
₽	<del>36.39</del>	<del>37.67</del>	<del>38.80</del>	<del>39.96</del>	<del>41.16</del>	Formatted: Font color: Red, Strikethrough
<del>10</del>	<del>37.30</del>	<del>38.61</del>	<del>39.77</del>	<del>40.96</del>	<del>42.19</del>	Formatted: Font color: Red, Strikethrough
<del>11</del>	38.23	<del>39.57</del>	<del>40.76</del>	41.98	43.24	Formatted: Font color: Red, Strikethrough
<del>12</del>	39.19	40.56	41.78	43.03	44.32	Formatted: Font color: Red, Strikethrough
<u>,13</u>	40.17	41.58	42.82	44.11	45.43	Formatted: Font color: Red, Strikethrough
14	41.17	<del>42.62</del>	43.89	<del>45.21</del>	<del>46.57</del>	
<del>15</del>	42.20	<del>43.68</del>	44.99	46.34	<del>47.73</del>	Formatted: Font color: Red, Strikethrough
<del>,16</del>	<del>43.26</del>	<del>44.77</del>	<del>46.12</del>	<del>47.50</del>	<del>48.92</del>	Formatted: Font color: Red, Strikethrough
17	44.34	<del>45.89</del>	<del>47.27</del>	<del>48.69</del>	<del>50.15</del>	Formatted: Font color: Red, Strikethrough
<del>18</del>	<del>45.45</del>	<del>47.04</del>	<del>48.45</del>	<del>49.90</del>	<del>51.40</del>	Formatted: Font color: Red, Strikethrough
<del>19</del>	<del>46.58</del>	<del>48.22</del>	<del>49.66</del>	<del>51.15</del>	<del>52.69</del>	Formatted: Font color: Red, Strikethrough
20	4 <del>7.75</del>	<del>49.42</del>	<del>50.90</del>	<del>52.43</del>	<del>54.00</del>	Formatted: Font color: Red, Strikethrough
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		T	October	October
		Current	2023	2024
	Step		+6.5%	+3.0%
	Begin	\$32.96	\$35.10	\$36.16
	1	\$33.78	\$35.98	\$37.06
	2	\$34.62	\$36.88	\$37.99
	3	\$35.49	\$37.80	\$38.94
	4	\$36.38	\$38.75	\$39.91
step	5	\$37.29	\$39.72	\$40.91
	6	\$38.22	\$40.71	\$41.93
between each	7	\$39.17	\$41.73	\$42.98
n e	8	\$40.15	\$42.77	\$44.05
ee/	9	\$41.16	\$43.84	\$45.15
etw	10	\$42.19	\$44.93	\$46.28
e p	11	\$43.24	\$46.06	\$47.44
as	12	\$44.32	\$47.21	\$48.63
cre	13	\$45.43	\$48.39	\$49.84
5% increase	14	\$46.57	\$49.60	\$51.09
.5%	15	\$47.73	\$50.84	\$52.36
+2.	16	\$48.92	\$52.11	\$53.67
	17	\$50.15	\$53.41	\$55.01
	18	\$51.40	\$54.75	\$56.39
	19	\$52.69	\$56.12	\$57.80
	20	\$54.00	\$57.52	\$59.24
_	25-29		\$58.96	\$60.73
	30+	\$54.00	\$60.43	\$62.24

<sup>1</sup> Note: Agreed-upon percentage increases will be applied to the Beginning step, and the

- 1 two-point five percent (2.5%) spread between the steps will be maintained.
- 2 In addition: When a bargaining unit nurse reaches twenty-three (23) years of
- 3 Professional Experience based on the Professional Experience Date on file with the-
- 4 Hospital the nurse will receive a two-point five percent (2.5%) lump sum bonus based
- 5 on the nurse's budgeted FTE.
- 6 When a bargaining unit nurse reaches twenty-six (26) years of Professional Experience-
- 7 based on the Professional Experience Date on file with the Hospital the nurse will-
- 8 receive a two-point five percent (2.5%) lump sum bonus based on the nurse's budgeted-
- 9 <del>FTE.</del>

1			LETTER OF UNDERSTANDING		
2			Regarding Coffee, Sleep Room, Scrubs and Cell Phones		Formatted: Font color: Red, Strikethrough
3	A.	The	following practices will be continued by the Employer:		Formatted: Font color: Red
4		<del>,1.</del>	Coffee will be provided in a central location for nursing staff at no cost.		Formatted: Font color: Red, Strikethrough
5		<u>1</u> 2.	Based on availability and the timing of temporary construction/renovation		Formatted: Font color: Red, Strikethrough
		<u></u>			Formatted: Font color: Red, Strikethrough
6			projects, which are understandably necessary and cause space		
7			constraints from time-to-time, a room may be provided, when available, for		
8			nurses to sleep in between shifts or when on-call when the nurse lives a-		
9			distance away. In dire situations, a room may be provided when available		Formatted: Not Strikethrough
10			and with prior approval by the Administrator on Call.		
11		<u>2</u> 3.	Scrubs will be provided at no charge to nurses who work in the OR		Formatted: Not Strikethrough
12			Perioperative Services, and OB unit. Upon request to the Executive		Formatted: Font color: Red, Strikethrough
					Formatted: Font color: Red, Strikethrough
13			Nursing Officer CNO, the hospital will evaluate par levels and sizes		Formatted: Font color: Red
14			provided to the nursing staff and seek to obtain available sizes preferred	٦	Formatted: Font color: Red, Strikethrough
15			by full-time and part-time staff members.		
16		3.	Upon hire nurses that are required to wear the black scrub pants and red		
17			scrub tops will be provided with:		
18			Full-time nurses, 3 scrub tops		
19			Part-time nurses, 2 scrub tops		
20			PRN nurses, one scrub top		
21		This	will be implemented for all new hires following the date of ratification.		Formatted: Not Strikethrough
1 22				1	Formatted: Strikethrough
23		4.	Cell phones may be available for nurses while on-call based on-		Formatted: Font color: Red, Strikethrough
24			Department needs, Cell phones will be available to OR Perioperative		Formatted: Font color: Red
25			Nurses on-call based on department needs.		

Agreed to:

OREGON NURSES ASSOCIATION	SAINT ALPHONSUS - BAKER CITY
Ву:	By: January
Ateusa Salemi	Priscilla Lynn
Title: Labor Relations Representative	Title: President and Chief Nursing Officer
Date: 12 6 19	Date: (2/3/19

## **LETTER OF UNDERSTANDING**

## Departmental Restructuring/Unit Closure

Saint Alphonsus Medical Center-Baker City and Oregon Nurses Association mutually agree that in the event the Hospital determines a departmental restructure or closure of a department is necessary, the Hospital shall provide the Association with thirty (30) prinety (90), days advanced notice when possible in order for the parties to meet and

7 discuss the changes and processes followed for restructuring, according to the

8 provisions of the Collective Bargaining Agreement.

# Agreed to:

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OREGON NURSES ASSOCIATION	SAINT ALPHONSUS - BAKER CITY
Ву:	By:Pu
Ateusa Salemi	Priscilla Lynn
Title: Labor Relations Representative	Title: President and Chief Nursing Officer
Date: 12 10 19	Date: 72/3/19

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### **LETTER OF AGREEMENT**

## **Health Care Reform**

Health Care Reform: If deemed by management to be necessary under the terms of federal legislation contemporaneously in effect, it is recognized that the Hospital ispermitted to make changes to the Hospital's benefit program under the procedures setforth in Section 8.2 of Article 8 in order to comply with the legal requirements or to exercise the options available under the Patient Protection and Affordable Care Act(Health Care reform law) passed on March 23, 2010. The Hospital will provide the Union advance written notice of such changes under the process described above.

Federal Excise Tax: The value of health care benefits (which include the collective value of medical, pharmacy, health care flexible spending account contributions, employee-assistance plans, and discounted services provided through on-site clinics) negotiated in this Agreement shall not exceed the value set by federal law which triggers the assessment of the 40 percent excise tax on high value plans scheduled to become effective under the Reform Act in 2018. If the Hospital anticipates the value of healthcare benefits will exceed the trigger value any time after January 1, 2018, it may initiate a change in benefits under the process above, so the 40 percent excise tax is not assessed in 2018 or anytime thereafter. If the excise tax is repealed in its entirety from the Reform Act and is not replaced with a different tax, this paragraph is not enforceable during the term of this Agreement.

## Agreed to:

OREGON NURSES ASSOCIATION	SAINT ALPHONSUS - BAKER CITY
By:	By: June
Ateusa Salemi	Priscilla Lynn
Title: Labor Relations Representative	Title: President and Chief Nursing Officer
Date: 12   6   19	Date: 2/8/19

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- Primary Employer
- 3 Union and Management agree to continue the Memorandum of Understanding and
- 4 agree to jointly meet to make the required changes to schedule posting language-
- 5 following ratification of this tentative agreement.

# Agreed to:

OREGON NURSES ASSOCIATION	SAINT ALPHONSUS – BAKER CITY
By:	By: Punin
Ateusa Salemi	Priscillà Lynn
Title: Labor Relations Representative	Title: President and Chief Nursing Officer
Date: 12 6 19	Date: 12/3/19

1	Letter of Agreement	 Formatted: Font color: Red, Strikethrough
2	Labor Management Committee on Sitting and Restful Spaces	

The Hospital and Association agree, upon ratification of the 2019 Agreement that theywill convene Labor Management committee to discuss and provide recommendationsfor the following:

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- 1. A program for managing 1:1 observation of mental health or at-risk patients (sitting)
- 9 2. creation or renovation of spaces that will improve the quantity and quality of 10 restful spaces available to direct care staff in the hospital.

# Agreed to:

OREGON NURSES ASSOCIATION	SAINT ALPHONSUS – BAKER CITY
Ву:	By: Juni
Ateusa Salemi	Priscilla Lynn
Title: Labor Relations Representative	Title: President and Chief Nursing Officer
Date: 12/6/19	Date: 12/3/19

# **CONTRACT RECEIPT FORM**

(Please fill out neatly and completely)
Return to Oregon Nurses Association,
18765 SW Boones Ferry Road Ste 200, Tualatin OR 97062-8498
or by Fax 503-293-0013.
Thank you.

Your Name:	
I certify that I have received a copy of the St. Alphonsus Medical Center – Baker City	ONA Collective Bargaining Agreement with y July 1, 2019 – June 30, 2023.
Signature:	
Today's Date:	
Your Mailing Address	
Home Phone:	Work Phone:
Email:	
Unit:	
Shift:	