

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OREGON NURSES ASSOCIATION

AND

Saint Alphonsus Medical Center-Baker City

~~April 1, 2016 through June 30, 2019~~ July 1, 2019 through June 30, 2022

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

3
4 **W I T N E S S E T H:**

5 In consideration of the mutual covenants and promises hereinafter related the parties
6 enter into this Agreement to secure and preserve the rendition of uninterrupted patient
7 care in an atmosphere of harmony between the Hospital management and nurses
8 employed by it. This Agreement is entered into effective the first pay period following
9 ratification unless otherwise specified in this Agreement. This Agreement will remain in
10 effect until June 30, 2022~~19~~ and from year to year thereafter until the Association or
11 Hospital modifies or terminates this Agreement by giving unto the other party notice in
12 writing of its intention to do so no less than ninety (90) days prior to June 30, 2022~~19~~, or
13 of any succeeding June 30 anniversary date thereafter.

14
15 The Association and the nurses relinquish the exercise of the right to strike and to use
16 any other measures whenever they may be inconsistent with the professional nurses'
17 responsibilities to patients. The employer, recognizing the Association's relinquishment
18 of these rights, agrees to deal justly with the nurses through their authorized
19 representatives in all matters affecting their conditions of employment contained in this
20 agreement.

21
22 **ARTICLE-1. RECOGNITION AND MEMBERSHIP**

23 1.1 The Hospital recognizes Association as the collective bargaining representative
24 with respect to rates of pay, hours of work and other conditions of employment as
25 set forth in this Agreement for a bargaining unit composed of all licensed
26 Registered Nurses who work at the Hospital (including specialty services) located
27 at 3325 Pocahontas Road, Baker City, Oregon, but excluding nurses working at
28 ~~Saint Alphonsus Care Center Baker City~~ and physician offices, administrative
29 personnel and nursing supervisory personnel such as the Chief Nursing Officer
30 (CNO), Directors of Nursing, Clinical Coordinators, House Supervisors, and
31 Department Managers and Supervisors.

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 by certified mail written notice to the Association of their intention not to join. Notice must be postmarked 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)

1. 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

1 the Association's regular membership dues to a non-religious charity mutually
2 agreed upon by the nurse affected and the Association.

3
4 Payments are to be made on a regular monthly basis or in advance, and receipts
5 sent to the Association. To be eligible for the religious exemption explained
6 above, the nurse must provide a letter to the Association, signed by a leader of
7 the church or religious body to which the nurse belongs stating: "Contributions to
8 organizations such as the Association are in conflict with tenets or teachings of
9 the church or religious body to which the nurse belongs."

10
11 1.4 Any nurse who fails to comply with Article 1.2 shall, upon written notice from the
12 Association and confirmation by the Hospital that the nurse has had adequate
13 notice of and opportunity to correct the delinquency, be given fourteen (14) days'
14 notice of termination or allowed to resign.

15
16 1.5 The Hospital will deduct Association membership dues from the salary of each
17 nurse who agrees to such deductions and who submits an appropriately signed
18 authorization form that is subsequently submitted to the hospital. Such
19 deductions shall be made once per month and be remitted to the Association
20 with a list of nurses from whom the deductions were made. Any changes in the
21 calculation of dues deducted under this section must be within the Saint
22 Alphonsus' existing payroll system.

23
24 Within thirty (30) days after the execution of this Agreement, and quarterly
25 thereafter, the Hospital shall provide the Association with a master list of all
26 employed nurses who are subject to the provisions of this Agreement, giving the
27 names, addresses, phone numbers, FTE, department, RN license number, date
28 of birth, and date of hire. A list of transfers into and out of the bargaining unit,
29 new hires, and terminations will be provided to the Association on a monthly
30 basis. Bargaining unit nurses have the ongoing responsibility to provide the
31 Hospital with current addresses and phone numbers.

1.6 The Association shall indemnify and ~~hold~~save the Hospital harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of or by reason of action taken or not taken by the Hospital for the purpose of complying with any of the provisions of this article or in reliance of any assignment furnished the Hospital by any employee under Section 1.3 of this Article.

1.7 During the initial week of orientation, the Hospital will distribute to new hires materials provided by the Association which may include a copy of this Agreement, information about the Association and application form.

1.8 The Association will notify the Hospital of the names of the local officers of the Association.

ARTICLE 2. EQUALITY OF EMPLOYMENT OPPORTUNITY

2.1 Race, color, religion, gender, sexual orientation, or national origin shall not be considered in hiring, placement, promotion, salary determination, or other terms of employment of nurses employed in job classifications covered by this Agreement. All references to the female gender in this Agreement shall equally apply to the male gender.

2.2 There shall be no discrimination by the Hospital against any nurse on account of membership in or lawful activity on behalf of the Association, provided it does not disrupt the daily routine of the Hospital or disrupt patient care. However, a nurse shall not conduct Association business during her hours of work or use Hospital equipment, supplies, systems or technologies for Association Business, to the same extent that non-union employees are limited use and access during work time for personal business.

ARTICLE 3. DEFINITIONS AND EMPLOYEE CLASSIFICATIONS

Definitions

1 3.1.1 "Nurse" is defined as a currently registered professional nurse employed
2 by the Hospital who is responsible for the direct and/or indirect nursing
3 care of patients. The Hospital agrees not to assign supervisory duties to
4 bargaining unit nurses on a permanent basis.

5
6 3.1.2 "Continuous Employment" is defined as the period from the most recent
7 date of hire without a break in service.

8
9 3.1.3 "Anniversary Date" of employment shall be in the month and date on
10 which employment began. In the event the employee terminates and is
11 rehired, the "Anniversary Date" shall be the date upon which the employee
12 is rehired into the unit. In the event the employee is rehired within one
13 year of termination, the original hired date shall apply for vesting and
14 accrual purposes.

15
16 **Classifications**

17 3.2.1 "Full-Time Nurse" is defined as a nurse who is regularly scheduled to
18 work- at least seventy-two (72) hours per pay period.

19
20 3.2.2 "Part-Time Nurse" is defined as a nurse who is regularly scheduled to
21 work less than seventy-two (72) hours per pay period but at least thirty-
22 two (32) hours per pay period.

23
24 3.2.3 "Temporary Nurse" is defined as a nurse employed for a specific, limited
25 duration of six (6) consecutive months or less in the event no full-time or
26 part-time nurses are available. Anyone who works under temporary
27 status for more than 180 days will be reclassified as a regular employee.
28 Date of hire shall be considered that date the employee was first hired as
29 a temporary nurse. Temporary nurses will not be eligible for benefits. Any
30 applicable benefits shall begin accrual on the date the nurse was
31 reclassified; however, the time spent as a temporary nurse shall count

1 towards years of service for benefit accrual.

2
3 3.2.4 "PRN Nurse" is a nurse hired to cover vacations, sick leave, or
4 unforeseen needs and is not regularly scheduled to work. A PRN nurse is
5 employed to work on an intermittent basis as needed. A PRN nurse must
6 be willing ~~_and-~~ available and scheduled to work ~~when called~~, at least two
7 (2) shifts per month in their assigned department. A PRN nurse without a
8 permanent assignment must be available to work at least one hundred
9 and twenty (120) hours every six (6) months to retain status as a PRN
10 nurse and shall indicate their availability to the Hospital on a monthly
11 basis. Low census days shall count as days worked for purposes of this
12 section. In periods of prolonged low census, whenever the Hospital is
13 unable to schedule a PRN nurse, this requirement will~~may~~ be waived by
14 the Hospital. A PRN nurse does not accrue benefits. Termination of
15 employment may result if a PRN nurse is unavailable for work or has not
16 worked during the six-month period.

17 18 **ARTICLE 4. COMPENSATION**

19 4.1 Salary Schedule

20 4.1.1 The wage scale is set forth in Appendix A.

21
22 4.1.2 The Hospital may increase salaries without prejudice to this Agreement.
23 The Hospital, however, shall notify the Association of the time such action
24 is taken.

25
26 4.1.3 Implementation Date: Wage increases, longevity steps and increases in
27 other forms of compensation set forth in this Agreement shall become
28 effective at the beginning of the first full payroll period on or after the
29 calendar date designated.

30
31 4.2 Hiring Increments: Employment of a nurse who had prior experience as a

1 registered nurse shall be governed by the following provisions:

2 4.2.1 Nurses with less than a year of relevant experience will be hired at the
3 beginning salary.

4
5 4.2.2 Nurses with more than one year of relevant RN experience as determined
6 by Nursing Administration will be hired at the salary increment which
7 reflects their current and continuous experience, ~~minus one year~~.

8
9 4.3 Wage Adjustments

10 4.3.1 Following the October ~~31~~, 201~~9~~⁴ salary scale transition adjustments, a
11 nurse who has completed another year of service by October ~~31~~, of each
12 year beginning 20~~2015~~, will be eligible to move to the next step as shown
13 in the Salary Schedule at Appendix A.

14
15 4.3.2 Each nurse's performance will generally be reviewed in the first quarter
16 following the end of each fiscal year. The standards and expectations of
17 the job will also be reviewed during these evaluations.

18
19 4.3.3 All full time and part time nurses are required to attend their respective
20 nurse staff meetings in person, by conference call, or computer
21 technology, if available to the Hospital, unless excused in advance by the
22 nurse manager for one of the following reasons: (1) the nurse was working
23 in an assigned shift at the time of the meeting, or (2) she/he was on an
24 approved PTO. PRN nurses are ~~not~~ required to attend at least 50% of
25 ~~these meetings, but are encouraged to do so.~~ All nurses, including PRN
26 nurses, are required to participate in annual testing for skills and
27 competencies. The parties recognize that nurses' input is needed and
28 important to overall Hospital operations. Nurses are encouraged to lend
29 support to these and other efforts which will improve clinical quality,
30 patient and customer satisfaction, and will help the Hospital meet its
31 strategic objectives. Notice of staff meetings will be provided when the

schedule is posted. ~~The staff meetings for Medical/Surgical nurses shall be offered at least on two occasions which are on different shifts and on different days of the week in order to provide an increased opportunity for nurses to attend.~~

4.3.4 A wage adjustment will be given in accordance with the above provisions on October 1 of each year provided:

- a) she/he has completed the probationary period by October 1,
- b) the nurse is not on suspension on October 1,
- c) the nurse has completed all mandatory in-service, education and training, by the due date (unless on approved medical leave).
- d) required by Hospital policy, Joint Commission or law,
- e) the nurse has met all licensure, certification and/or competency requirements, and
- f) the nurse has attended at least seventy-five percent (75%) of the staff meetings conducted by the nurse's unit in the prior twelve (12) months. However, a nurse on suspension on October 1 will be eligible for an increase prospectively (non-retroactive) only after the nurse has successfully passed a reevaluation within ninety (90) calendar days of the suspension.

A nurse rendered ineligible for a wage adjustment by failure to comply with (c), or (d) above, with the exception of mandatory Healthstream education, may later qualify prospectively for the wage adjustment by completing mandatory in-service, education, or training, if possible, or meeting the disqualifying licensure, certification and/or competency requirements. It is understood that once redeemed by compliance with the missing standard, the

wage adjustment shall be prospective not retroactive, beginning with the next pay period following certification by management of the nurse's compliance with the eligibility standards. A nurse who has not met the mandatory Healthstream education requirements in conjunction with the assigned due date will not be eligible for an adjustment in the evaluation year that they failed to complete the Healthstream education. A nurse who is on an approved leave of absence on the assigned due date has 30 days following return to work to complete the mandatory Healthstream education (this does not include nurses on intermittent leave).

4.4 Shift Differential

4.4.1 Effective the first pay period following ratification, all Hospital nurses will receive a shift differential of \$~~2.00~~^{4.75} per hour for evening shift and \$~~5.00~~^{4.50} per hour for night shift.

4.4.2. For time worked within the time designated below as Evening or Night, shift differential will be paid in addition to the base hourly rate:

- Evening shift is designated as 3:00 PM until 11:00 PM.
- Night shift is designated as 11:00 PM until 7:00 AM.

4.5 On-Call

4.5.1 On-Call is defined as being available to work at the request of the Hospital. Effective the first pay period following ratification, nurses on-call shall be paid the following:

<u>On-Call</u>	<u>Holiday</u>
\$4. 75 ⁵⁰	<u>On-Call</u>
	\$6.00

1 4.5.2 If the nurse cannot be utilized as a float in a primary or a "helping
2 hand" capacity, the nurse may be placed on-call and in such case will
3 receive on-call pay for all hours on-call.
4

5 4.5.3 If a nurse is called in to work from on-call status, the nurse will receive
6 the regular rate of pay for all hours worked unless the overtime pay
7 provisions apply. The nurse will be provided with a minimum of four (4)
8 hours of work. On-call pay ends when the nurse is called in and
9 begins work. Any call in during the nurse's regular shift while on low
10 census on-call shall be paid at the straight-time rate of pay.
11

12 4.5.4 For all departments, call-back shall be defined as when a nurse has
13 left the Hospital after working a shift or part of a shift and then is
14 required to return to work. When a nurse is called back, time worked
15 shall be compensated at the rate of time and one-half the appropriate
16 rate with a minimum of two (2) hours pay.
17

18 4.5.5 A nurse scheduled for a bonus shift recognized under section 4.89
19 below will ~~either be assigned~~ have the option of accepting on-call status
20 or being released from duty. ~~If the nurse, if is assigned~~ offered on-call
21 status ~~by the nursing manager and the nurse is called in to work, the~~
22 nurse will be paid his/her regular rate of pay in lieu of on-call pay for all
23 on-call hours, and regular pay plus the bonus shift premium for all
24 other hours worked, with a four hour minimum. If the nurse is not called
25 to work, the regular on-call rate shall apply.

26 ~~4.5.5~~ 4.5.6 For departments who utilize mandatory on-call as part of their
27 staffing, on-call hours shall be shared by staff in those departments
28 equivalent to the FTE a staff member is assigned.
29

30 4.6 Premium Pay for Working Holidays

31 When a nurse works a designated holiday (defined as New Year's Day, Memorial

Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day) she/he will be paid time and one-half (1-1/2). A holiday, for pay purposes, will commence at 0001 hours the day of the holiday, and will conclude at 2400 hours the night of the holiday.

4.7 Out of Class Pay

Nurses ~~performing clinical coordinator duties assigned to relieve a house-supervisor~~ shall receive a differential of \$2.00 per hour for each hour spent performing those duties~~so assigned~~. Nurses assigned to function as a Resource Nurse shall receive a differential of \$1.00 per hour for each hour so assigned.

4.8 Shift Incentives

4.8.1 Bonus Shift Premium

Bonus Shift Premiums will be paid to full-time and part-time RNs who work extra shifts beyond their regular hired FTE status. They will receive \$10.00 per hour added to their base rate for all hours straight time hours worked in a bonus shift. PRN nurses will be allowed to schedule a bonus shift only after they have already met their commitment of two shifts for the month.

Open shifts will be posted with the final schedule for ~~by the first Monday of the month for~~ review. The shifts will be posted in each nursing department for the open shifts for that department. One week after the posting, any shifts still open remains posted for all hospital staff and outside staffing sources. Bonus Shifts are awarded on a first come first serve basis.

Nurses are expected to work their routine scheduled shifts within the pay period. Bonus or extra shifts will revert to routine shifts for unscheduled time off during the pay period. For example a sick day will convert an OT/Bonus day in the same pay period to regular rates, unless the sick day is protected leave or Oregon Paid Sick Leave. A prescheduled vacation

and/or census time off will not cause a loss of bonus.

Bonus shifts do not apply for last minute trades between staff. Managers and supervisors may assign bonus shift status for short notice shift vacancies (i.e., High census or unexpected sick calls).

4.8.2 Critical Need Shift Incentive

The Director of Nursing, in their discretion, may declare certain shifts in certain departments as "Critical Need Shifts." The Director of Nursing will declare a Critical Need Shift only in extraordinary circumstances.

A nurse who agrees to work an extra shift that has been declared a "Critical Need Shift" will be paid a premium of \$16 per hour for the duration of the shift.

The \$16 per hour premium is in lieu of the \$10 per hour Bonus premium listed in 4.8.1.

The eligibility criteria for receiving a Critical Staffing Shift Incentive

Payment is the same as the criteria for the Bonus Shift Premium in 4.8.1.

4.9 Pay Rate of PRN RNs

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, ~~minus one year,~~ plus 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.

1 4.10 Weekend Differential

2 Any nurse who works on a weekend shall receive one dollar and fifty cents
3 (\$1.~~5000~~) per hour for each hour worked on the weekend in addition to the
4 nurse's applicable rate of pay. For differential purposes, the weekend shall be
5 defined as all hours between 7:00 p.m. Friday and 7:00 p.m. Sunday. For nurses
6 taking call on the weekend, weekend differential shall be paid for all hours
7 actually worked on call back between the hours of 7:00 p.m. Friday and 7:00
8 p.m. Sunday.

10 4.11 Certification Differential

11 The Hospital will pay a specialty certification differential of \$1.00 per hour to a
12 nurse who has obtained one or more of the certifications recognized by the
13 Hospital in recognition of the additional training. The \$1.00 differential will be
14 paid on up to two ~~regardless of the number of recognized~~ certifications only a
15 ~~nurse acquires~~. In order to receive the certification differential, the following must
16 be satisfied: (1) the nurse maintains an active, recognized certification at the
17 nurse's expense; (2) the certification directly relates to work in the department
18 where the nurse is scheduled or where the nurse performed more than half the
19 time in the four (4) scheduling periods, and (3) a copy of the recognized
20 certification is on file with the Hospital. A nurse who fails to work a qualifying
21 number of hours but nonetheless considers the nurse's time available to certified
22 area to be substantial may petition for an award of eligibility, to be determined in
23 the Hospital's discretion. The nationally recognized certifications include:

25 Academy of Medical-Surgical Nurses (AMSN)

- 26 • Certified Medical-Surgical Nurse (CMSRN)

27 American Nurse Credentialing Center:

- 28 • Gerontological Nurse
- 29 • Home Health Nurse
- 30 • Maternal-Child Nurse
- 31 • Medical-Surgical Nurse

American Association of Critical Care Nurses:

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

Certification

- PCCN - Progressive Care Nursing Certification

American Society of Perianesthesia Nurses:

- CPAN® (Certified Post Anesthesia Nurse)
- CAPA® (Certified Ambulatory Perianesthesia Nurse)

Association of PeriOperative Registered Nurses:

- CNOR

Infusion Nurse Certification Corporation:

- Certified Registered Nurse Infusion (CRNI®)
- International Board of Lactation Consultant Examiners:
- International Board Certified Lactation Consultant (IBCLC)

National Certification Corp (NCC)

- Maternal/Newborn Nursing
- Inpatient Obstetrical Nursing

Wound, Ostomy and Continence Nurse Society:

- Certified Wound Care Nurse (CWCN)
- Certified Wound Ostomy Continence Nurse (CWOCN)

Emergency Nurse Association:

- Certified Emergency Nurse (CEN)
- Sexual Assault Nurse Examiner (SANE)

PICC Line Certifications

Oncology Nursing Society:

Oncology Certified Nurse

As nursing practices and available training evolve, on the recommendation of the PNCC or otherwise, the Hospital may in its discretion specify additional areas and certifications for which the certification differential may be available. If the nurse elects to have the Hospital pay the cost of certification or recertification, the

nurse is not eligible for the certification differential.

4.12 Preceptor Differential

The Hospital will pay a differential of \$1.~~5000~~ per hour for time spent by an eligible nurse precepting new graduate 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.

4.13 ~~PICG Line and~~ SANE Certified Nurses

~~PICG Line Certified Nurses and~~ SANE Nurses shall be eligible for call back pay ~~in accordance with Section 4.5.4 of this Article,~~ for each incident in which the nurse reports to the hospital for ~~PICG line care or~~ SANE duties. ~~PICG Line and~~ 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/hour Certification Differential for all hours worked performing ~~PICG or~~ SANE duties.

ARTICLE 5. HOURS OF WORK

~~The basic work week shall be forty (40) hours.~~

~~5.1 The work day is defined as the 24 hour period beginning at the time the nurse commences work. A normal straight time day's work shall be eight (8), ten (10), or twelve (12) consecutive hours excluding a half (1/2) hour meal period.~~

5.25.1 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 ones
budgeted status.forty (40) hours per week.

5.35.2 Overtime

5.24.1 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.~~The Hospital shall furnish ONA with any such waivers.~~

5.24.2 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.~~The Hospital shall furnish ONA with any such waivers.~~

5.24.3 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.~~The-~~

~~Hospital shall furnish ONA with any such waivers.~~

5.24.4 No Pyramiding. 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.

5.24.5 For nurses working eight (8) hour shifts, Wwork 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 sixfive (65) 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.

5.24.6 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.

5.24.7 The Hospital will abide by the standards set forth in the Oregon Nurse
Staffing Law (formerly known as HB 2800), as long as it is active.

~~5.45.3~~ 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 her supervisor as soon
as possible of the excess work.

~~5.55.4~~ 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~~Rest periods or~~
~~breaks should not be combined.~~

~~5.65.5~~ 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.

~~5.75.6~~ Master Schedule

5.678.1 The posted schedules will cover a four (4)-week period. The

1 effective date of the schedule will be the date the schedule starts. A
2 tentative or “draft” schedule will be posted at least seven (7) weeks prior
3 to the effective date; and the final schedule will be posted three (3) weeks
4 priot to the effective date. To accommodate staff requests for time off
5 during special holiday seasons such as Thanksgiving, Christmas and
6 New Year’s, draft schedules may be posted several months in advance.
7 Schedules posted on Mondays are deemed to have been posted the prior
8 calendar day, for the purposes of the posting periods described above.

9
10 It will not be a violation of the contract scheduling procedures for staff
11 nurses designated and approved by the supervisor to generate
12 preliminary drafts of work schedules where such procedures have been
13 implemented and maintained by an operating group in the bargaining unit
14 with the approval of the CNO. Requests for time off or unavailability of
15 greater than five (5) days during the scheduling period must be submitted
16 no later than seven (7) days prior to the posting of the draft schedule.
17 Such requests may be submitted up to nine (9) months in advance of the
18 time requested.

19
20 ~~The Master Schedule shall be posted by the fifteenth (15th) of each month prior~~
21 ~~to the effective date of the schedule. All requests for the Master Schedule~~
22 ~~are to be submitted to the staffing coordinator or designee by the twenty-~~
23 ~~second (22nd) of the month prior to the date the Master Schedule must~~
24 ~~be posted to allow time to prepare the schedule. After the schedule is~~
25 posted, the Hospital will not change the schedule to trade a nurse's
26 scheduled day for a different day or to change the shift for which the
27 nurse is scheduled without prior approval of the nurse.

28 5.867.1.b The Hospital will endeavor to provide advance notice to the
29 nurse when they are assigned to work in a department that is
30 different from their scheduled department.
31

1 5.678.1.c If a temporary vacancy exists due to the absence of a bargaining
2 unit nurse, nurses will be given the opportunity to voluntarily fill
3 the vacancy before an external source is used. The nurse must,
4 however, commit to work the entire time the vacancy exists. If
5 the Hospital is faced with an emergency situation involving a
6 temporary vacancy which the Hospital is unable to fill with
7 qualified volunteers, then the Hospital may alter a nurse's
8 schedule before using an external source.
9

10 5.678.2 If volunteers are unavailable and such a temporary vacancy is
11 expected to last at least two weeks, the Hospital will effectuate the filling
12 of such vacancy on a rotating basis among all qualified, oriented and
13 available full and part-time nurses beginning with the least senior nurse to
14 last no longer than seven (7) calendar days before another nurse will be
15 rotated into the vacancy. If another qualified and oriented nurse is not
16 available for the rotation, the nurse will not be expected to work more
17 than a total of four (4) rotations, or four(4) weeks~~twenty-eight (28) days~~,
18 absent an emergency or extenuating circumstances beyond the control of
19 the Hospital. The Hospital will attempt to give each affected nurse as
20 much advance notice of any such change in their work schedule as is
21 possible.
22

23 5.85.7 Nurses who are scheduled to report to work without receiving prior notice that no
24 work is available in their regular assignment shall perform any nursing work to
25 which they may be assigned providing they have had previous orientation and
26 experience in the nursing unit to which they are floated. When the Hospital is
27 unable to utilize such nurse, the nurse shall be paid an equivalent of four (4)
28 hours times the straight-time hourly rate and applicable shift differential. The
29 provision of this section shall not apply if the Hospital has made a reasonable
30 effort to notify the nurse not to report to work at least two (2) hours before the
31 nurse's scheduled shift. It shall be the responsibility of the nurse to notify the

1 Hospital of her/his current address and telephone number. Failure to do so shall
2 preclude Hospital from notification requirements and payment of the above
3 minimum guarantee. If a nurse is dismissed before her/his regular shift is over,
4 the nurse shall receive the minimum four (4) hours pay in accordance with the
5 provisions of this section.

6
7 ~~5.95.8~~ If the Hospital temporarily reduces the work force on a given shift after the
8 schedule is posted, scheduled hours will be reduced in the following order
9 provided that the remaining nurses are fully qualified, oriented and able to
10 perform the available work:

11 ~~5.8910.1~~ Overtime shifts

12
13 ~~5.8910.2~~ Scheduled extra shifts

14
15 ~~5.8910.3~~ Volunteers. Regular full-time and part-time nurses will have
16 preference in volunteering over per diem nurses. Full-time nurses will
17 have preference in volunteering over part-time nurses if the full-time nurse
18 is not working full-time in that week because of a reduction in the nurse's
19 scheduled hours.

20
21 ~~5.8910.4~~ Passport nurses will be floated to another unit or department to
22 replace overtime, extra-shift and volunteers in departments where they
23 have documented competencies. If none, passport nurses will be floated
24 to another unit or department for orientation.

25 ~~5.8.5~~ Non-voluntary per diem nurses on the affected shift

26
27 ~~5.8910.65~~ Non-voluntary part-time or full-time nurses on the affected shift, in
28 rotation order including travel or agency nurses ~~starting with lowest~~
29 ~~seniority~~. Nurses working a day as part of a trade with another nurse shall
30 be considered regularly scheduled for that day. Every effort shall be made
31 by the Hospital to provide meal and rest breaks prior to sending additional

nursing staff home on low census.

5.8910.76 The Hospital shall keep accurate records of all low census hours taken as a basis for determining low census rotation. The Professional Nursing Care Committee (PNCC) shall review the low census method at least once a year in order to recommend changes to maintain the accuracy and fairness of the system.

5.8910.87 Nurses shall not be placed on low census for more than 20% of their regularly scheduled hours in each four (4) week scheduling period~~month~~ unless the nurse volunteers for additional low census hours above the 20% maximum amount. This commitment may be suspended by the hospital on 30-calendar days prior written notice to the unit, with a copy to the ONA.

5.105.9 Whenever possible nurses will not be required to report for work unless they have been off duty at least ten (10) hours~~eight (8) 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.

5.115.10 After the scheduled is posted, if additional work is temporarily~~temporarily~~ available in a non-emergency situation, 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 nurses responsibility to keep contact information up-to-date as appropriate in order to receive such electronic communication. ~~assign-n~~Nurses will be selected to such work in the following order, provided that the nurse is fully qualified, oriented and able to perform the work and additional overtime does not result:

1 ~~5.1112.1~~ Volunteers: Regular full-time and part-time nurses will have
2 preference in volunteering over per diem nurses. Full-time nurses will
3 have preference in volunteering over part-time nurses if the full-time nurse
4 is not working full time in that week because of a reduction in her
5 scheduled hours.

6
7 ~~5.1112.2~~ Non-Voluntary:-

8 ~~5.1112.2.1~~ Per diem nurses

9
10 ~~5.1112.2.2~~ Part time and full time nurses, in rotating order
11 starting with lowest seniority. If the additional work is
12 expected to last more than two (2) weeks and volunteers, or
13 per diem nurses are not available, the work will be rotated
14 among part time and full time nurses on an equitable basis.

15 ~~5.125.11~~ The Hospital will attempt to schedule at least every other weekend off for
16 regular full-time and part-time nurses unless the nurse indicates a desire to work
17 consecutive weekends or when nurses mutually agree to trade scheduled work
18 days. Full-time and part-time nurses will be available to work at least two (2)
19 weekends per four (4) week work schedule.

20
21 ~~5.13~~ Job Sharing:-

22 ~~By agreement of the Hospital and the nurses currently filling positions in a~~
23 ~~particular department, the number of shifts worked by those nurses may be~~
24 ~~changed on a permanent basis so the nurses share the positions involved. If~~
25 ~~either nurse can no longer work on that basis or in that position or business~~
26 ~~reasons make continuation of the job sharing impractical, the positions will revert~~
27 ~~to the normal shifts as previously designated.~~

28
29 ~~5.145.12~~ Notification of Absence from Work:

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

1 prior to the nurse's schedule shift.

3 **ARTICLE 6. EMPLOYMENT STATUS**

4 6.1 The Hospital shall have the right to hire, transfer, and promote nurses, and to
5 discipline, suspend or discharge nurses for just cause. No document critical of a
6 nurse's performance will be placed in the personnel file for use in disciplinary
7 action unless the nurse is made aware of the existence of the document and is
8 given an opportunity to review it.

9
10 6.2 All new employees, including voluntarily terminated employees who are later
11 rehired, shall be considered probationary employees for a period of ninety (90)
12 calendar days following their last date of hire. After ninety (90) calendar days of
13 continuous employment, the nurse shall be designated as a regular full-time,
14 part-time or PRN employee unless specifically advised by the Employer of an
15 extended probationary period (not to exceed an additional ~~ninetysixty~~ [9060]
16 days), the conditions of which shall be specified in writing. A written work plan
17 shall be developed by the nurse, in consultation with the nurse's supervisor that
18 delineates the identified work deficiencies with a plan of action to improve them.
19 Prior to the end of the ninety (90) day probationary period, the nurse will be given
20 a written performance evaluation. The written performance evaluation shall not
21 be subject to the grievance and arbitration procedures of this Agreement. During
22 this probationary period, the employment relationship shall be at the sole
23 discretion of the Hospital and the employee may be terminated without notice
24 and without recourse to the grievance procedure.

25
26 6.3 All nurses shall give the Hospital not less than fourteen (14) calendar days
27 written notice of intended resignation. If a nurse does not provide advance notice
28 as requested, the nurse may be considered ineligible for rehire. A terminating
29 employee's final pay will be directly deposited per prior instructions or sent by
30 regular mail to the last record address on the next regular payday following the
31 effective date of the employee's termination.

1
2 6.4 The Hospital shall give nurses regularly employed fourteen (14) calendar days
3 written notice of termination of employment or, if less notice shall be given, then
4 the difference between the number of days' notice given and the number of
5 working days of advance notice herein required shall be paid to the nurse at
6 her/his regular rate of pay; provided, however, that no such advance notice or
7 pay in lieu thereof shall be required for nurses who are discharged for just cause.
8

9 6.5 A nurse employed by the Hospital shall be oriented under close supervision for a
10 period up to ten (10) working days depending on an individual's experience as
11 mutually agreed upon by the Department Manager, the orienting nurse and the
12 preceptor providing the orientation. Orientation may need to be of longer
13 duration, depending on the individual's experience. If the nurse providing
14 orientation is ill or absent, another nurse shall be assigned to work with the nurse
15 in orientation. Newly hired graduate nurses shall be oriented under close
16 supervision in the department from which they were hired for a minimum of
17 eightfour (84) weeks, unless the nurse and manager otherwise agree to reduce
18 the minimum orientation to six (6) weeks based on the nurse's prior experience
19 on the unit and the nurse's documented competency.— Nurses on orientation will
20 meet face-to-face at least once during their orientation with the department
21 manager and preceptor to review progress.
22

23 6.6 The Hospital may require a nurse to work in another unit or department other
24 than the one that is part of the nurse's regularly scheduled rotation. To provide
25 continuity and optimum patient care, another nurse may be assigned to be on-
26 call in the nurse's regular department. Nurses will not be asked to assume a
27 patient assignment (primary care of patients), in areas or departments for which
28 they do not have documented competency~~not been properly prepared or~~
29 oriented, or have not worked in the department or unit for more than six (6)
30 months, but they may be asked to assume secondary care ("helping hands") of
31 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.

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 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 must apply in writing ~~prior to the twenty-second (22nd) of the month prior to the posting~~ to the CNO Vice President Patient Care Services 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 ~~CNO Vice President Patient Care Services~~ 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 Hospital and the nurse, this can include ONA sponsored education, provided CE hours are available, and nursing leadership team members are welcome to register. If approved in advance, the nurse will receive her 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

1 a written and oral presentation regarding his or her education experience at the
2 completion of the educational time. Such presentations will be coordinated with
3 the PNCC. Paid educational time can be granted even if the program is not one
4 for which the Hospital pays tuition or expenses at the discretion of management.
5 Paid educational time can also be granted for local educational programs offered
6 by the Hospital which are approved for Continuing Education Unit purposes. In
7 addition, the Hospital shall budget \$6,000 each calendar year to be used by
8 nurses to offset tuition and other approved expenses incurred in utilizing Paid
9 Educational Time. If a nurse wishes to apply for educational expense funds, she
10 must apply to the [CNO Vice President Patient Care Services](#) or designee at the
11 same time she/he applies for Paid Educational Time. The [CNO Vice President](#)
12 [Patient Care Services](#) or designee shall respond to the nurse within seven (7)
13 days.

14
15 7.3 In-service Education: The Hospital may offer in-service sessions for nurses. If an
16 in-service session is voluntary for the nurse, hours that the nurse attends the
17 session are on her/his own time, are not paid hours, and do not count toward
18 overtime worked. If an in-service session or staff meeting is mandatory and
19 occurs outside the nurse's normal work hours, the nurse will be paid for the time.
20 Pay will be at the nurse's regular rate of pay unless the nurse works (including
21 the required in-service and/or staff meetings) more than eight (8) hours, ten (10)
22 hours, or twelve (12) hours in that day as applicable. If an in-service session is
23 voluntary and approved for Continuing Education Unit purposes, the nurse may
24 apply for Paid Educational Time to attend the program in accordance with
25 Section 7.10 above. The Hospital will make reasonable efforts to make in-service
26 and staff meetings available to all shifts including by the use of tape recordings
27 and/or videotapes when possible or when nurses so request.

28
29 7.4 Bereavement Leave: [Bereavement Leave shall be provided in accordance with](#)
30 [SAHS policy. Days may be used nonconsecutively. If SAHS intends to modify its](#)
31 [Bereavement Policy, the Hospital will provide the Association with at least 30](#)

1 days advance written notice of the proposed change, and will meet with the
2 Association upon request to discuss any concerns the Association has regarding
3 the proposed change. Eligible employees (regular full-time and part-time
4 employees) may receive up to three (3) consecutive working days off with pay to
5 make arrangements for and attend the funeral of an immediate family member
6 including: spouse, son, step-son, daughter, step-daughter, miscarriage, still-born
7 child, legal ward, mother, step-mother, father, step-father, brother, half-brother,
8 step-brother, sister, half-sister, step-sister, mother-in-law, father-in-law, daughter
9 in-law, son-in-law, grandparents, grandparents-in-law. Paid bereavement leave
10 shall run concurrently with any bereavement leave to which a nurse may be
11 entitled under the Oregon Family Leave Act.
12

13 Bereavement leave may be extended using available paid time off (PTO), with
14 the prior approval of the supervisor. Regular part-time employees will receive
15 bereavement pay based on their normally scheduled hours. Bereavement leave
16 must be scheduled through and approved by the supervisor.
17

18 **ARTICLE 8. HEALTH AND WELFARE**

- 19 8.1 Periodic T.B. tests or screenings and periodic chest x-rays required will be
20 provided at the Hospital's expense. If the Hospital requires the physician's
21 examination, the Hospital will pay the cost of the examination. Nurses are
22 strongly encouraged to receive annual immunizations against influenza,
23 particularly when recommended by the SAMC infection control committee, the
24 local County Health Department, or if an epidemic is predicted. Nurses who
25 choose to be vaccinated are asked to provide proof of annual vaccination.
26 Nurses who choose not to be vaccinated are required to annually complete the
27 mutually agreed upon Declination of Influenza Vaccination form, and may be
28 required to take other protective measures that are consistent with SAHS policy.
29 Proof of vaccination and Declination Forms will be kept in the employee
30 confidential medical record.

31 8.1.1 If SAHS intends to modify its Influenza or Masking policy, the

1 Hospital will provide the Association with at least 30 days advance
2 written notice of the proposed change, and will meet with the
3 Association upon request to negotiate the proposed change.
4

5 8.1.2 The Hospital will provide annual Influenza vaccination for nurses.
6

7 8.2 Medical, Dental and Vision Plans: Group medical, dental, and vision plans shall
8 be provided to all eligible employees. Eligibility, cost, deductibles and co-
9 payments shall be defined by the plan documents. The plans will be the same
10 plans as are provided to all other Hospital employees.
11

12 If substantive changes in current plans or the current premium cost sharing
13 occur, the Hospital will provide at least 60 calendar days advance written notice
14 of the proposed change to the ONA. The Hospital will give meaningful
15 consideration to the input received from the ONA within 30 calendar days
16 regarding the proposed changes. A change is understood to be “substantive” if it
17 reflects a cost increase greater than ten (10) percent.
18

19 8.3 Nurses shall be covered by State Workers’ Compensation Insurance or
20 equivalent private insurance coverage. [Nurses injured while at work will be](#)
21 [considered for return pursuant to the SAHS Return to Work: Transitional Work](#)
22 [Program policy.](#)
23

24 8.4 Retirement Program: The Hospital will provide a retirement plan for its eligible
25 employees. Retirement benefits and eligibility requirements for participation shall
26 be defined by the plan documents. If the Hospital modifies its current retirement
27 plan or provides an alternative plan, the Hospital will provide the Association with
28 at least thirty (30) days advance notice and a review of the plan prior to
29 implementation.

1 8.5 Life Insurance: The Hospital will provide life insurance for its eligible employees.
2 Life insurance benefits and eligibility requirements for participation shall be
3 defined by the plan documents.
4

5 8.6 Medical, Dental, Vision, and Life Plan Changes: The parties recognize that Trinity
6 Initiative may from time to time explore modifying the Hospital's medical, dental,
7 vision, and life insurance plan(s) set forth in this Article. If such exploration is
8 undertaken, the Hospital will periodically update the Association on progress and
9 provide a meaningful opportunity for the Association and nurses to provide input.
10 Prior to modifying any of its current plan(s) or providing an alternative plan(s), the
11 Hospital will provide the Association at least thirty (30) days notice and a review
12 of the plan changes prior to implementation. Plan changes which may include
13 plan costs, benefits and eligibility requirements including any changes thereto,
14 shall be the same as for all Hospital employees.
15

16 ~~8.7 Pharmacy Discount: Full-time and part-time nurses will receive a discount at the~~
17 ~~current discount rate for prescription and nonprescription items at the Hospital~~
18 ~~pharmacy. Items to be included shall be determined by the Hospital.~~
19

20 ~~8.8 Hospital Discount: Hospital discounts will be the same as provided to all other~~
21 ~~Hospital employees.~~
22

23 8.79 Parking: Free parking is available for nurses in paved, well lighted areas. The
24 Hospital, however, will not be responsible for damage or loss sustained by
25 nurses who use these areas. Nurses will only park in designated employee
26 parking areas.
27

28 8.840 Disability Insurance: ~~The hospital will provide short-term and long-term~~Short-term
29 disability insurance for its eligible employees. Benefits and eligibility requirements
30 for participation shall be defined by the plan documents.~~plans shall remain~~
31 ~~available to full and part time nurses; long term disability insurance will remain~~

1 ~~available to full-time nurses.~~ The Hospital will continue the current funding of
2 premiums, subject to change under the process set forth in Section 8.2.

3 ~~8.11 Business Travel Insurance: The Hospital shall provide, at no cost to the nurse, a~~
4 ~~business travel accident insurance plan that pays three (3) times the annual~~
5 ~~salary of a full-time or part-time nurse.~~

7 8.912 Adoption Assistance: The Hospital shall pay financial assistance to nurses who
8 adopt in accordance with SAHS policy.

10 8.103 Quarantine: An eligible nurse will be compensated for hours the RN was
11 scheduled to work to a maximum of 3 scheduled work days after confirmed
12 exposure to a communicable disease at work at the medical center to the extent
13 not covered by Workers' Compensation, if time is lost because of quarantine
14 required by the Hospital. Quarantine reimbursement is not available if:
15 1) Temporary work outside of patient care was available; or
16 2) The RN declined prior opportunities for immunization provided by
17 the hospital for the disease which is the cause of the quarantine.

19 8.114. Tuition Reimbursement Policy. Eligible nurses may receive tuition
20 reimbursement in accordance with SAHS policy.

22 **ARTICLE 9. PROFESSIONAL NURSING CARE COMMITTEE**

23 9.1 Recognition: A Professional Nursing Care Committee (PNCC) may be
24 established at the Hospital.

26 9.2 Responsibility: The Hospital recognizes the responsibility of the PNCC to
27 recommend measures objectively and to improve patient care and will duly
28 consider such recommendations and will so advise the PNCC of action taken in
29 writing.

31 9.3 Objectives: The objectives of the PNCC shall be:

- 1 9.3.1 To work constructively for the improvement of patient care;
- 2 9.3.2 To recommend to the Hospital ways and means to improve patient care;
- 3
- 4 9.3.3 To consider constructively the practice of nurses and to work
- 5 constructively for the improvement of nursing practice;
- 6
- 7 9.3.4 To exclude from any discussion any matters involving the interpretation of
- 8 the contract; and
- 9
- 10 9.3.5 To review the low census tracking system and make recommendations for
- 11 maintaining the accuracy and fairness of the system.
- 12
- 13 9.3.6 To review orientation and training plans for new hire and transferring
- 14 nurses.
- 15
- 16 9.3.7 To review and recommend approval of education requests from nurses.
- 17 Recommended approval education requests will then be forwarded to the
- 18 [CNO Vice President of Patient Care Services](#) for final approval. The
- 19 PNCC will additionally be responsible for assigning and tracking any
- 20 corresponding education presentation required of a nurse who travels for
- 21 education.
- 22
- 23 9.4 Composition - The PNCC shall have one registered nurse member from each
- 24 department at the Hospital and covered by this Agreement, currently
- 25 Medical/Surgical/[Swing Bed](#), Emergency Department, Intensive Care, Family
- 26 Birth Center, Surgical Services, [Resource](#), and Outpatient Infusion/[Wound](#). The
- 27 PNCC Chairperson shall be elected by the registered nurse staff at the Hospital.
- 28 In order to increase availability and participation, upon mutual agreement by the
- 29 Association and the Hospital, the PNCC and the Hospital Nurse Staffing
- 30 Committee (HNSC) bargaining unit nurse members may serve dual roles. A
- 31 designated note-taker will document PNCC Minutes separately from HNSC

Minutes. When necessary, the committees may meet separately in order to address issues specific to the HNSC or PNCC.

9.5 Frequency of Meetings - The Committee shall schedule regular meetings. Each PNCC member shall be entitled to her/his regular straight time rate for the purpose of attending PNCC meetings of one hour per month. Such meetings shall be scheduled so as not to conflict with the routine. The PNCC shall prepare an agenda and keep minutes of all meetings, copies of which shall be provided to the Chief Nursing Officer and the Association.

9.6 Special Meetings - The Administration may request special meetings with the Committee, but such meetings shall not take the place of the regularly scheduled meetings of the PNCC.

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. At the request of the PNCC, a representative of the Association may be in attendance at such meetings.

ARTICLE 10. GRIEVANCE PROCEDURE

10.1 A grievance is defined as 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 Step 1: 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 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 Vice President Patient Care Services~~ or designee within fourteen (14) calendar days of the receipt of the immediate supervisor's reply or the date such was due. The ~~CNO Vice President Patient Care Services~~ 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 ~~President or~~ designated Human Resources representative within fourteen (14) calendar days of the receipt of the ~~Vice President Patient Care Service~~ CNO's reply or date such was due. The ~~Human Resources President or~~ 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.

10.5 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 ~~President~~ or date such response was ~~due representatives of the Association and the Hospital~~. 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 this decision within thirty

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

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 Grievance Representative: 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

11.1 After satisfactory completion of the required probationary period, nurses shall have seniority. As of the 2012 ratification, seniority shall be based on years of

1 service for all Full Time and Part Time nurses. PRN nurses shall receive one (1)
2 year of service credit for every three (3) years worked. All seniority calculated
3 prior to the 2012 ratification will remain unchanged.

4 Until the list is prepared and provided to the Association, seniority questions shall
5 be resolved according to the prior seniority list.
6

7 11.2 Seniority shall be terminated if a nurse quits or is discharged. If a nurse retires
8 and is rehired by the Hospital within a period of less than one (1) year from the
9 date of termination, she/he will be returned from the time of reemployment to the
10 same wage step and benefit level as prior to termination and to the seniority list
11 with the same hours of seniority as she/he had at the time of termination. If a
12 nurse voluntarily quits and is rehired by the Hospital within a period of one (1)
13 yearsix (6) months, he/she will be returned from the time of reemployment to the
14 same wage step and benefit level as prior to termination.
15

16 11.3 Posting and Filling of Positions

17 11.3.1 Purpose: The purpose of this procedure is to insure that all RNs have
18 opportunity to apply for other job openings covered by this Agreement.
19

20 11.3.2 Policy

21 11.3.2.1 The Hospital will continue to post all approved and available job
22 openings online for seven (7) days prior to filling the position
23 permanently. An assignment to train/orient or to receive
24 training/orientation in a unit different from the nurse's scheduled
25 unit is not a job opening. The notice shall state the position, shift,
26 department, and, as appropriate, the number of days per week of
27 the available position. In addition, Human Resources will provide
28 access to the posting via the Internet and Intranet.
29

30 11.3.2.2 There will be a posted bargaining unit position within a unit where
31 guaranteed agency, passport, or travel nurses are being used to

1 perform bargaining unit work other than to fill bargaining unit
2 positions because of any combination of leaves of absence,
3 vacations, holidays, and sick leave.

4
5 11.3.2.3 Applications for open positions will be considered on the basis of
6 the following qualifications:

- 7 - Past performance including the average of the last three
8 annual evaluations (or less if such exists) or outside
9 references. Counseling and disciplinary record will also be
10 considered.
- 11 - Prior work experience in the area in which the position
12 exists.
- 13 - Applicable certifications.
- 14 - Competency Testing
- 15 - Specialty Education
- 16 - Safety Record

17
18 Where such qualifications are relatively equal, seniority will
19 prevail. The Hospital will be sole judge of qualifications provided
20 that the Hospital will not be arbitrary or discriminatory.

21
22 11.3.2.34 The Hospital agrees to consider all qualified applicants who
23 apply in writing to the Department of Human Resources within the
24 specified time of the posting and the request shall be answered in
25 writing with the Hospital's decision.

26
27 11.3.2.54 The nurse selected to fill the vacancy shall be placed in
28 that position as soon as reasonably possible in a timeframe
29 agreed upon by the affected managers, not to exceed sixty (60)
30 days and the nurse.

~~11.3.2.5. Nurses may file written interest in positions not yet posted. Such requests shall be kept on file and considered should the position become vacant. Human Resources will discard these notices of interest twice each year on January 1 and July 1.~~

11.3.2.6 The Hospital shall have sole discretion in determining whether a permanent or temporary job opening exists.

11.4 Reduction in Force: Both parties recognize that it may become necessary to reduce staff or eliminate positions.

11.4.1 Notwithstanding any other provision of this Agreement, when a permanent or indefinite reduction in force is necessary, nurses will be laid off based on the following qualifications:

- Past performance including the average of the last three (3) evaluations (or less if such exists). Counseling and disciplinary record will also be considered.
- Prior work experience in the area in which the position exists.
- Applicable certifications.
- Competency Testing.
- Specialty Education.
- Safety Record.

When such qualifications are relatively equal seniority will prevail. The Hospital will be the sole judge of qualifications provided that the Hospital will not be arbitrary or discriminatory.

11.4.2 After the decision is made on which hours or positions will be reduced, the nurses filling those targeted positions will have four options: applying for open positions, displacing lesser qualified nurses as determined by Section 11.4.1 above, reducing to per diem status, or layoff. Displaced

nurses have two days to exercise their options. Subsequently displaced nurses will follow the same procedure. A nurse being laid off will have the option of reducing to per diem status or applying for an open position.

11.4.3 Nurses who are laid off will be given 14 calendar days' notice of layoff or will receive pay in lieu of notice for all scheduled days in that 14 day period.

11.4.4 Nurses who are laid off or reduced to per diem status shall be on a recall list for 12 months from the date of layoff.

11.4.5 Nurses on the recall list may apply for any open position that may become available. Nurses shall be recalled in reverse order of layoff provided that the nurse meets the qualifications of the available position. If a nurse's original reduced position is reinstated, the displaced nurse has first preference in reclaiming the position.

11.4.6 Outside applicants or contracted nurses shall not be employed for a posted permanent or temporary vacancy in a nursing department if there is a qualified nurse on the recall list to fill the vacancy after the usual orientation period.

11.4.7 If a laid off nurse is passed over in recall because of position disqualification, the nurse retains recall rights for future positions.

11.4.8 A nurse shall forfeit all recall rights by failing to notify the Hospital of intent to return to work within five (5) calendar days after the date recall notice is sent by certified mail to the nurse's last address on records with the Hospital.

11.4.9 The Hospital will pay its share of the insurance premiums for a laid off nurse for the remainder of the monthpay period in which the layoff

1 occurred. Laid off nurses may continue the Hospital's insurance under
2 applicable COBRA regulations while on layoff.

3
4 11.4.10 Laid off nurses will have their original date of hire reinstated if recalled
5 within 12 months of layoff.

6
7 11.4.11 Nurses taking an open position not covered by this agreement will have
8 seniority frozen. Seniority does not continue to accrue while in such a
9 position.

10 11.4.12 The Hospital shall be the sole judge of a nurse's qualifications; provided,
11 however, the Hospital's decision shall not be arbitrary or discriminatory.

12
13 11.5 Seniority that is previously accrued shall not be lost when a nurse is promoted to
14 a supervisory or management position which is not covered by this Agreement.
15 She/he shall not continue to earn seniority after being promoted to such a
16 position. Seniority shall terminate in accordance with Section 11.2 above in the
17 event of a quit, retirement or discharge while in the supervisory or management
18 position. An individual in a supervisory or management position may use
19 seniority previously accumulated under this Agreement to bid on a bargaining
20 unit position posted, but only in accordance with the bidding process set forth in
21 section 11.3.2.2 of this Agreement.

22 23 **ARTICLE 12. SEPARABILITY**

24 In the event that any provision of this Agreement shall at any time be declared invalid by
25 any court of competent jurisdiction or through government regulations or decree, such
26 decision shall not invalidate the entire Agreement, it being the express intention of the
27 parties hereto that all other provisions not declared invalid shall remain in full force and
28 effect.

29 30 **ARTICLE 13. DRUG/ALCOHOL ABUSE**

31 13.1 Policy

1 13.1.1 St. Alphonsus—Baker City Health Services and the Association recognize
2 their responsibility to maintain a safe and secure environment for the
3 Hospital's patients and employees. To fulfill this responsibility, all
4 employees are required to perform their duties in an effective and
5 responsible manner.

6
7 13.1.2 As a result, nurses shall be required to comply with the SAHS Drug and
8 Alcohol Free Workplace Policy. The purpose of the Policy is to ensure
9 that the Hospital's patients and work force, at all levels, are protected from
10 employees who abuse drugs/alcohol and place themselves, their co-
11 workers, patients, and the Hospital at risk.

12
13 13.1.3 If SAHS intends to modify its Drug and Alcohol Free Workplace policy, the
14 Hospital will provide the Association with at least 30 days advance written
15 notice of the proposed change, and will meet with the Association upon
16 request to discuss any concerns the Association has regarding the
17 proposed change.

18 **ARTICLE 14. ASSOCIATION BUSINESS**

19
20 14.1 Without interrupting normal Hospital work and patient care routine, duly
21 authorized representatives of the Association shall, upon written request, be
22 permitted at all reasonable times to enter the Hospital for the purposes of fulfilling
23 its duties as the exclusive representative of the RN's and observing conditions
24 under which nurses are employed. The Association representative shall first
25 notify the Chief Nursing Officer or a duly appointed management representative.
26 Association representatives shall at all times wear appropriate identification.

27
28 14.2 The Hospital will make a meeting room available to the Association for the
29 purpose of holding meetings regarding contract administration, provided
30 reasonable written notice is given to the Hospital and the facility is not otherwise
31 scheduled. It is understood that when possible two (2) weeks written notice shall

1 be given. The Hospital shall have sole responsibility and authority for scheduling
2 the meeting rooms.

3
4 14.3 The Hospital shall provide a bulletin board, in each nursing unit, in a location
5 mutually agreeable to both parties, for posting of Association materials provided
6 the Association shall provide a copy of such materials to the President or ~~his~~
7 designee before or when the material is posted.

8
9 14.4 Hospital facilities, equipment and supplies will not be used by Association or
10 nurses for either Association or personal business without prior approval of the
11 President or ~~his~~ designee.

12
13 14.5 New Hire Orientation: During new hire orientation, a representative of the
14 Association will be provided up to fifteen (15) minutes to advise new hires on the
15 existence of a collective bargaining agreement. The Hospital shall not be
16 obligated to remunerate the representative for any time spent in orientation. The
17 Hospital will provide the Association Membership Chair a list of new hire
18 orientation dates. The Hospital shall notify the membership chairperson as soon
19 as possible if orientation is to be cancelled.

20
21 14.6 Negotiation Team: Recognizing the importance of the collaborative effort of
22 negotiations, the Hospital will pay up to three (3) nurses, elected by their peers to
23 serve as the Negotiation Team, to participate in Negotiation sessions with the
24 Hospital for up to four (4) days of bargaining. Nurses will be eligible for
25 compensation for days that in-person negotiations are scheduled, for up to eight
26 (8) hours per day at the nurses' base rate of pay. These hours will not be
27 counted as hours worked for overtime and accrual purposes.

28 29 **ARTICLE 15. FOOD SERVICE**

30 The Hospital shall provide a cafeteria for nurses where food may be purchased. If the
31 nurse desires, ~~discounted~~ meals may be purchased through payroll deduction ~~at the~~

1 ~~admitting office~~. Meals brought to the Hospital may be eaten in the cafeteria or in other
2 designated areas. The prices charged for items in the cafeteria, selection and quality
3 provided and the hours of operation shall be at the sole discretion of the Hospital.
4

5 **ARTICLE 16. SUCCESSORS**

6 The Hospital agrees to give the ONA written notice if it has reached a final decision (at
7 least 30 days prior to the effective date of such decision) regarding the sale or complete
8 transfer of hospital assets to a successor or transferee. It is understood, however, that
9 the Hospital undertakes no obligation beyond the duty to notify the ONA as described,
10 and, upon written request, to meet to bargain about the effects of such a decision. It is
11 further understood that this notice provision is inapplicable to any encumbrance or
12 partial disposal of Hospital assets. The Hospital is not bound by this agreement to
13 require a successor employer to continue the terms of this agreement, nor is a
14 successor hereby committed to such terms.
15

16 **ARTICLE 17. MANAGEMENT RIGHTS**

17 17.1 Except as expressly abridged by a specific provision of this Agreement, the
18 management of the Hospital; the direction and control of the work force; the right
19 to determine the means, methods, processes, materials and schedules of
20 operation; the right to alter, rearrange, change, extend, curtail, or discontinue its
21 operation, partially or completely; the right to determine the location of the
22 business; the right to determine the size and assignment of the work force, the
23 right to contract and subcontract for material, services, supplies and equipment;
24 the right to introduce new or improved technologies, methods, materials,
25 supplies, equipment and tools; the right to determine the skills and qualifications
26 necessary for positions, the right to transfer or assign work to other Trinity Health
27 affiliates; to eliminate, change or consolidate jobs, classes, hours; the right to
28 establish standards of performance and to determine whether any individual
29 meets such standards; the right to establish and amend and require employees
30 to observe Hospital rules and regulations; the right to suspend, demote,
31 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 ~~Through December 24, 2016, PTO hours will accrue as follows:~~

Length of Service	Time Accrued
0-4 years	.092 hrs. per hour paid (e.g., up to 192 hrs./year)
5-9 years	.112 hrs. per hour paid (e.g., up to 232 hrs./year)
10-14 years	.131 hrs. per hour paid (e.g., up to 272 hrs./year)
15-20 years	.135 hrs. per hour paid (e.g., up to 280 hrs./year)
21+ years	.138 hrs. per hour paid (e.g., up to 288- hrs./year)

~~For reference only, under the SAHS PTO Policy which is to be effective December 25, 2016, PTO hours will accrue as follows:~~

The following PTO accruals shall remain effective through December 19, 2020.

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 (e.g., up to 271 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.

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

	hrs./year)	
15+	0.115385 (e.g., up to 240 hrs./year	7 (e.g. up to 56 hours per year)

19.4 PTO hours accrued shall be accumulated in each nurse's individual account.

~~Through December 24, 2016~~ Under the SAHS PTO policy, the maximum number of hours that may be accumulated shall be 1.5 times the maximum yearly accrual ~~at any one time are as follows:~~

Length of Service	Maximum Accumulation
0-4 years	288 hours
5-9 years	348 hours
10-20 years	396 hours
21 plus years	432 hours

~~For reference only, under the SAHS PTO Policy to be effective December 25, 2016, the maximum accumulation will be 1.5 times the maximum yearly accruals.~~

19.5 Application for PTO

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) ~~six~~ months in advance, unless special circumstances exist where travel or other arrangements must be made in advance. A nurse may make a

1 special circumstance request no more than once every two (2) years. If it
2 is denied, it will be done so in writing within three (3) weeks after receipt of
3 request. The Hospital reserves the right to determine how many nurses
4 may take PTO at one time, but will make reasonable documented effort to
5 allow at least one vacation request per shift per nursing unit.
6

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

9 19.5.2 No request for time off under PTO shall be unreasonably denied. No one
10 nurse shall be allowed to dominate peak periods of time off. PTO may also
11 be used when a nurse wishes to remain home because of illness in the
12 family. PTO can be used in increments smaller than the normal workday
13 but not in increments of less than one hour.
14

15 **ARTICLE 20. STAFFING PLANS**

16 20.1 The Hospital shall be responsible for developing and implementing ~~a~~ written
17 ~~Hospital-wide staffing plan for nursing services. The plan shall be developed~~
18 ~~collaboratively by the Hospital Nurse Staffing Committee (HNSC) that includes~~
19 ~~staff nurses selected by the bargaining unit. The staffing plan shall include the~~
20 ~~number, qualifications and categories of nursing staff needed for all units. The~~
21 ~~HNSC shall evaluate and monitor the written plan for nursing services for~~
22 ~~effectiveness and revise the plan as needed as part of the Hospital's quality~~
23 ~~assurance process. Written documentation of these quality assurance activities~~
24 ~~shall be maintained consistent with applicable laws and regulations, as well as~~
25 standards set as required by the ~~implementing regulations under the~~ Oregon
26 Nurse Staffing Law (formerly known as HB 2800).
27

28 **ARTICLE 21. TERMINATION AND RENEWAL**

29 21.1 This Agreement will remain in full force and effect through June 30, 2022~~19~~, and
30 from year to year thereafter unless modified, amended or terminated in
31 accordance with the following provisions.

1
2 21.2 Should either party wish to modify or amend any provision of this Agreement, or
3 to terminate said Agreement, as of June 30, 20~~22~~²¹19, or any subsequent June 30
4 anniversary date, notice of desire to modify, amend or terminate the Agreement
5 shall be given by certified mail to the other party not more than one hundred and
6 twenty (120) days nor less than ninety (90) days prior to June 30, 20~~22~~²¹19, or any
7 subsequent June 30 anniversary date.

8 21.3 In the event notice to modify or amend has been given, as provided above, and
9 assuming the Association gives proper notice pursuant to the Labor Management
10 Relations Act, 1947, as amended, Section 8(g), and if no agreement has been
11 reached by the expiration date of this Agreement, the Agreement shall be
12 considered terminated by the parties.
13

14 21.4 Both parties of this Agreement specifically waive their rights to negotiate any
15 matter not enumerated by this Agreement for the term of this Agreement, except
16 as negotiations leading to a successor Agreement. Both parties, however, may mutually
17 agree to bargain on any issue during the term of this Agreement.
18


19 21.5 Past Practices: Any and all agreements, written and verbal, previously entered
20 into between the parties are mutually canceled and superseded by this
21 Agreement. Unless specifically provided herein to the contrary, past practices
22 shall not be binding on the Employer. The Employer shall notify the Association
23 and the nurses at least thirty (30) days in advance of changing any past practice.

1 Agreed to:

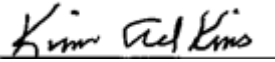
2 **Oregon Nurses Association**

St. Alphonsus- Baker City

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4
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By: 
Melissa Robertson, RN

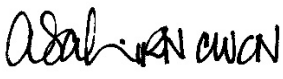
By: 

By: 
Kim Adkins, RN

By: 
Kimberli Anderson, RN

By: 
Tanya Foltz, RN

By: 
Marianne Stone, RN

By: 
Ateusa Salemi, ONA Labor Relations
Representative

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 2019, 2020, 2021- 3 % increase

	<u>current</u>	<u>2019.00</u>	<u>2020.00</u>	<u>2021.00</u>
<u>start</u>	<u>29.14</u>	<u>30.01</u>	<u>30.91</u>	<u>31.84</u>
<u>1</u>	<u>29.87</u>	<u>30.76</u>	<u>31.69</u>	<u>32.64</u>
<u>2</u>	<u>30.62</u>	<u>31.53</u>	<u>32.48</u>	<u>33.45</u>
<u>3</u>	<u>31.38</u>	<u>32.32</u>	<u>33.29</u>	<u>34.29</u>
<u>4</u>	<u>32.17</u>	<u>33.13</u>	<u>34.12</u>	<u>35.15</u>
<u>5</u>	<u>32.97</u>	<u>33.96</u>	<u>34.98</u>	<u>36.03</u>
<u>6</u>	<u>33.79</u>	<u>34.81</u>	<u>35.85</u>	<u>36.93</u>
<u>7</u>	<u>34.64</u>	<u>35.68</u>	<u>36.75</u>	<u>37.85</u>
<u>8</u>	<u>35.50</u>	<u>36.57</u>	<u>37.67</u>	<u>38.80</u>
<u>9</u>	<u>36.39</u>	<u>37.48</u>	<u>38.61</u>	<u>39.77</u>
<u>10</u>	<u>37.30</u>	<u>38.42</u>	<u>39.57</u>	<u>40.76</u>
<u>11</u>	<u>38.23</u>	<u>39.38</u>	<u>40.56</u>	<u>41.78</u>
<u>12</u>	<u>39.19</u>	<u>40.37</u>	<u>41.58</u>	<u>42.82</u>
<u>13</u>	<u>40.17</u>	<u>41.37</u>	<u>42.62</u>	<u>43.89</u>
<u>14</u>	<u>41.17</u>	<u>42.41</u>	<u>43.68</u>	<u>44.99</u>
<u>15</u>	<u>42.20</u>	<u>43.47</u>	<u>44.77</u>	<u>46.12</u>
<u>16</u>	<u>43.26</u>	<u>44.56</u>	<u>45.89</u>	<u>47.27</u>
<u>17</u>	<u>44.34</u>	<u>45.67</u>	<u>47.04</u>	<u>48.45</u>
<u>18</u>	<u>45.45</u>	<u>46.81</u>	<u>48.22</u>	<u>49.66</u>
<u>19</u>	<u>46.58</u>	<u>47.98</u>	<u>49.42</u>	<u>50.90</u>
<u>20</u>	<u>47.75</u>	<u>49.18</u>	<u>50.66</u>	<u>52.18</u>

Steps	2.5% between all steps	<u>Oct 31,</u> <u>2019</u>
Beg	27.46	
1	28.15	
2	28.85	
3	29.57	
4	30.31	
5	31.07	
6	31.85	

7	32.64	
8	33.46	
9	34.29	
10	35.15	
11	36.03	
12	36.93	
13	37.85	
14	38.80	
15	39.77	
16	40.76	
17	41.78	
18	42.83	
19	43.90	
20 (Effective 10/01/2015)	45.00	

6

Increase the salary schedule as follows:

10/1/16: 1.5%; 10/1/17: 2.25%; 10/1/18: 2.25%

Note: Agreed-upon percentage increases will be applied to the Beginning step, and the 2.5% spread between the steps will be maintained.

In addition: When a bargaining unit nurse reaches 23 years of Professional Experience based on the Professional Experience Date on file with the Hospital the nurse will received a 2.5% lump sum bonus based on the nurse's budgeted FTE_[A1].

When a bargaining unit nurse reaches 26 years of Professional Experience based on the Professional Experience Date on file with the Hospital the nurse will receive a 2.5% lump sum bonus based on the nurse's budgeted FTE.

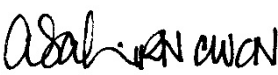


LETTER OF UNDERSTANDING

Regarding Coffee, Sleep Room, Scrubs and Cell Phones

A. The following practices will be continued by the Employer:

1. Coffee will be provided in a central location for nursing staff at no cost.
2. Based on availability and the timing of temporary construction/renovation projects, which are understandably necessary and cause space constraints from time-to-time, a room may be provided, when available, A-room will be provided for nurses to sleep in between shifts or when on-call when the nurse lives a distance away.
3. Scrubs will be provided at no charge to nurses who work in the OR Services, and OB unit. Upon request to the CNO, the hospital will evaluate par levels and sizes provided to the nursing staff and seek to obtain available sizes preferred by full-time and part-time staff members.
4. Cell phones ~~may~~will be available for nurses while on-call based on Department needs.

Agreed to:

OREGON NURSES ASSOCIATION	SAINT ALPHONSUS – BAKER CITY
By: 	By: 
Ateusa Salemi	Heather Sprague
Title: Labor Relations Representative	Title: Regional Vice President/Chief Human Resources Officer
Date: 5/9/16	Date: 

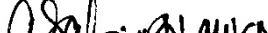

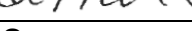
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10

OREGON NURSES ASSOCIATION	SAINT ALPHONSUS – BAKER CITY
By: 	By: 
Ateusa Salemi	Heather Sprague
Title: Labor Relations Representative	Title: Regional Vice President/Chief Human Resources Officer
Date: 5/9/16	Date: 




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 is permitted to make changes to the Hospital's benefit program under the procedures set forth 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: 
Ateusa Salemi	Heather Sprague
Title: Labor Relations Representative	Title: Regional Vice President/Chief Human Resources Officer
Date: 5/9/16	Date: 

LETTER OF AGREEMENT
Retention and Recruitment Bonuses

Retention Bonus:

Within 30 days after ratification of the 2016 Agreement, the Hospital will pay all eligible full-time and part-time nurses a retention bonus in the following amounts:

Full-time (.9-1.0 FTE): \$3,000




Part-time (.5-.89 FTE): \$1,500

To be eligible to receive the retention bonus, a nurse must be employed in a full-time or part-time position on the date of ratification, and must sign a Retention Agreement. The Retention Agreement will require the nurse to agree to maintain his/her employment and FTE status for a period of two years, and agree to pay back the retention bonus received, on a pro-rata basis, if the nurse does not maintain his/her employment and FTE status for the entire two-year period.

Recruitment Bonus:

The parties agree that any PRN nurse who is hired into a full-time position by June 30, 2016, will be eligible to participate in the SAHS Relocation and Sign-on Bonus policy.

Agreed to:

OREGON NURSES ASSOCIATION	SAINT ALPHONSUS — BAKER CITY
By: 	By: 
Ateusa Salemi	Heather Sprague
Title: Labor Relations Representative	Title: Regional Vice President/Chief Human Resources Officer
Date: 5/9/16	Date: 

Memorandum of Understanding
Primary Employer

Union and Management agree to continue the Memorandum of Understanding, and agree to jointly meet to make the required changes to schedule posting language following ratification of this tentative agreement.

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 ONA Collective Bargaining Agreement with
St. Alphonsus Medical Center – Baker City July 1, 2019~~April 1, 2016~~ – June 30,
2022~~19~~.*

Signature: _____

Today's Date: _____

Your Mailing Address _____

Home Phone: _____ Work Phone: _____

Email: _____

Unit: _____

Shift: _____