

Collective Bargaining Agreement
between
Oregon Nurses Association
and
Sacred Heart Medical Center Home Health

July XX, 2026
through
December 31, 2028

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ARTICLE 1 – RECOGNITION AND MEMBERSHIP

1.1 Bargaining Unit. The Agency recognizes the Association as the collective bargaining representative of all registered Licensed Practical Nurses (LPN), employed by the Agency, as provided in NLRB Case 19-RC-311574.

1.2 Membership. Each LPN covered by this Agreement shall, as a condition of employment, within thirty days after the LPNs hire date or the full execution of this Agreement, whichever occurs later, become, and remain a member of the Association or make payment in lieu of dues to the Association.

1.2.1 Remedy for Non-Payment. If an LPN is not in compliance with the provisions described in this section, the Association will notify the LPN in writing they are delinquent in the satisfaction of their obligations and will provide a copy of the notice to the Human Resources Director or designee of the Agency. The Association will allow the LPN a reasonable period of time of not less than twenty days to cure the delinquency. If the LPN fails to cure within the allotted time, then the Association may contact the Human Resources Director or designee for the purpose of proceeding with termination of employment. Should a termination occur, a duly authorized representative of the Association will be present for the termination proceeding.

1.2.2 Religious Exemption. An LPN who is subject to the membership or payment requirements of this Article, but who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to continue membership in or financial support of the Association; except that such LPN shall contribute an amount equivalent to the Association dues to a nonreligious, tax-exempt charitable fund of their choice for the duration of the membership or payment requirements had they been applicable.

1.2.3 Dues Deduction. The Agency will deduct Association membership dues from the salary of each LPN who voluntarily agrees to such deductions and who submits an appropriately written authorization form to the Agency setting forth standard amounts and times of deduction. Deductions shall be made and remitted monthly to the Association together with a list of those authorized deductions.

1.2.4 Payment in Lieu of Dues. Payment in lieu of dues will be less than or equal to the regular monthly Association dues as established by the Association.

ARTICLE 2 – ASSOCIATION REPRESENTATIVE

2.1 Access to Premise. Authorized agents of the Association may enter the Agency's premises in designated non-patient care areas at reasonable times upon notification to the Director of Human Resources or designee at the time of such visits. These visits would be for the purpose of transacting Association business including but not limited to holding bargaining unit meetings, professional education, contract negotiations and contract administration and observing conditions under which LPNs covered by the Agreement are employed. Such visits shall be conducted in an appropriate location subject to general rules applicable to non-employees and shall not interfere with the duties of the LPN.

2.2 Bulletin Board. The Association shall be permitted to post notices involving Association business in a prominent location on a designated LPN bulletin board in a non-patient care area in the unit with the approval of the Human Resources Director or designee.

2.3 Orientation of Newly Hired LPNs. The Agency shall provide an Association representative with a thirty (30)-minute period to discuss the Association with the newly hired LPN within the first four weeks of their hire date. This period will be paid time for the newly hired LPNs. The Agency will cooperate in releasing an Association representative from duty to attend such meeting, and the Association will cooperate to provide an alternate representative where such release would cause staffing problems for the Agency.

2.4 Reports. The Agency will provide the Association electronically with (1) a bi-annual (January and July each year) bargaining unit member list showing the LPNs name, address, date of hire, seniority date, job classification, step placement, employee number, telephone number (unless unlisted), date of birth, LPN license number, FTE and program and (2) a list of newly hired LPNs, including rehired LPNs, terminations and transfers with the same information on a monthly basis.

2.5 Printing and Distribution of Agreement. The Association shall cover the expenses for the printing of an adequate supply of copies of this Agreement.

2.6 Representative Time Off. The Agency shall make a good faith effort to grant requested time off for all bargaining unit elected/appointed Association members to attend local Negotiating Committee, State and National Association meetings and conventions that are required of them to fulfill the obligations of their office. The LPN is expected to follow the established process to request time off under this agreement.

ARTICLE 3 – EMPLOYEE DEFINITIONS

3.1 Licensed Practical Nurse. A registered LPN by this Agreement who is currently licensed to perform licensed practical nursing in the State of Oregon.

3.2 Probationary LPN. A newly hired LPN shall be on probationary status for 120 days from the date of hire. The probationary period may be extended by mutual agreement between the Agency and the Association for up to sixty (60) additional days. The probationary period will be paused for any LOA that extends beyond 7 calendar days.

ARTICLE 4 – EQUAL EMPLOYMENT OPPORTUNITY

4.1 Both parties agree that there shall be no discrimination against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, national origin, religion, age, sex, marital status, creed, pregnancy, veteran status, sexual orientation or on the basis of handicap or disability. In the event that the Americans with Disabilities Act (ADA) or any other law requiring accommodations of an LPN conflicts with the provisions of this Agreement, such law shall control. Where possible, the Association shall be notified of any perceived conflict, and upon request, the Agency shall meet with the Union to discuss the conflict.

4.2 There shall be no discrimination by the Agency or the Association against any LPN because of association membership, or non-membership, or management duties, or against any Agency or Association representative carrying out their duties as covered in the Agreement.

ARTICLE 5 – DISCIPLINE AND DISCHARGE

5.1 Discipline and Discharge. Non-probationary LPNs shall not be disciplined or discharged without just cause.

5.1.1 Progressive Discipline. The principles of progressive discipline shall be used unless the nature of the problem(s) require(s) a more serious level of discipline, as determined by the Agency. The Agency may discharge an LPN for just cause. The corrective action process may include level one written warning, level two written warning, final written warning, and discharge.

5.1.2 Disciplinary Actions. All disciplinary actions shall be recorded in writing. The disciplinary action shall be placed in the LPNs personnel file and a copy of the document shall be provided to the LPN receiving such discipline at the time it is

administered. The LPN shall sign the Corrective Action Notice to acknowledge the document will be placed in their personnel file. Corrective actions or directives set forth in corrective action notices shall, unless otherwise specifically designated, be considered mandatory. Any plans for improvement will contain specific and measurable metrics and a reasonable timeline. Corrective Action Notices will outline the concern, what must be done by the LPN to correct the concern and by when.

5.1.3 Administrative Leave/Suspension. At the discretion of the Agency, an LPN may be placed on a paid administrative leave or unpaid suspension, pending the outcome of an investigation.

5.1.4 Reports to OSBN. When the Agency deems it necessary to report a LPN to the Oregon State Board of Nursing in connection with any disciplinary action, they will notify the LPN.

5.2 Disciplinary Record. Disciplinary records will not be housed in the LPNs personnel file without the knowledge of the LPN. An LPN will have the opportunity to write a statement in response to the disciplinary action. Written disciplinary notices will not be considered for purposes of further disciplinary action after more than twenty-four (24) months and will be used for notice.

5.3 Notice of Resignation. An LPN shall give the Agency not less than fourteen calendar days' notice of intended resignation.

5.4 Exit Interviews. Upon request by the LPN, they shall be granted an exit interview conducted by the Human Resources department or another leader as designated by Human Resources when transferring out of their program or upon resignation of employment.

5.5 Personnel Files. LPNs may have access to their personnel files in accordance with Oregon Revised Statute 652.750.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.1 When Applicable. This Article shall be the exclusive method to be used to settle grievances regarding interpretation or application of this Agreement which may arise between the Agency and the Association or any non-probationary LPN during the term of this Agreement. A grievance shall be presented exclusively in accordance with the following procedure:

6.1.1 Pre-Grievance Meeting. Except in cases of documented discipline, which may be initiated at Step 1, prior to filling a grievance, the LPN is encouraged to resolve their grievance with the LPNs immediate supervisor.

6.2 Grievance Procedure.

Step 1. If the grievance is not resolved through the pre-grievance meeting, the grievance must be presented in writing to the Human Resources Director or designee within twenty-one (21) calendar days from the date the LPN knew or should have known a grievance exists. The written grievance will include a detailed description of the alleged breach of the contract, the date the alleged breach occurred, the specific contract provision(s) alleged to have been violated, and the specific remedy being requested. The LPN and/or Association will submit a request for information (RFI) as soon as possible, if not at the same time the grievance is filed. If an RFI is submitted, the timeline to schedule the Step 1 meeting may be paused by mutual agreement until such time that the RFI has been filled by the Agency. A Step 1 meeting will be scheduled with the LPN and their Manager or designee, within fourteen (14) calendar days following the filing of the grievance, or the fulfillment of the RFI, whichever occurs later. Either party may request to have an Association representative and/or Human Resources representative present for the meeting. The Manager or designee will issue a written response within fourteen (14) calendar days after this meeting. The response will be sent to the email address that submitted the grievance. If there is no meeting scheduled or a response issued within the timelines, the grievance is immediately escalated to level 2. If the grievance is not submitted by the Association within the timeline, the grievance will not be heard. The parties may mutually agree to extend the timelines.

Step 2. If the grievance is not resolved at Step 1, and the Association is escalating the grievance to Step 2, the grievance must be presented in writing to the LPNs Director or designee, within ten (10) calendar days from receipt of the Step 1 response. A Step 2 meeting will be scheduled with the LPN and their Director, or designee, within fourteen (14) calendar days from the date the grievance is presented to the Director or designee. Either party may request to have an Association representative and/or Human Resources representative present for the meeting. The Director or designee shall issue a written response within fourteen (14) calendar days after this meeting. The response will be sent to the email address that submitted the grievance. If there is no meeting scheduled or a response issued within the timelines, the grievance is immediately escalated to level 3. If the grievance is not escalated by the Association within the timeline, the grievance will

be automatically withdrawn. The parties may mutually agree to extend the timelines.

Step 3. If the grievance is not resolved at Step 2, and the Association is escalating the grievance to Step 3, the grievance must be presented in writing to the LPNs VP or designee within ten (10) calendar days from receipt of the Step 2 response. A Step 3 meeting will be scheduled with the LPN and their VP or designee within fourteen (14) calendar days from the date the grievance is presented to the Director or designee. Either party may request to have an Association representative and/or Human Resources representative present for the meeting. The VP or designee shall issue a written response within fourteen (14) calendar days after this meeting. The response will be sent to the email address that submitted the grievance. If there is no meeting scheduled, or a response issued within the timelines the grievance is immediately escalated to Step 4. If the grievance is not escalated by the Association within the timeline, the grievance will be automatically withdrawn. The parties may mutually agree to extend the timelines.

Step 4 . If the grievance is not resolved at Step 3, then the Association shall, no later than fourteen (14) days after receiving the Agency's Step 3 response, notify the Agency of its desire to submit the matter to arbitration. If the grievance is not escalated by the Association within the timeline, the grievance will be automatically withdrawn. The parties shall then, within seven (7) days, seek to select a disinterested party to serve as an arbitrator. In the event that the Agency and the Association are unable to agree upon an arbitrator, then the arbitrator shall be selected by process of elimination from a panel of five arbitrators furnished by a mutually agreeable organization. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision. The arbitrator's fee and expenses and any incidental expenses shall be borne equally by both parties. All other expenses, including attorney fees, shall be borne by the party incurring those expenses.

By agreement of the Association and the Agency, the parties may seek non-binding mediation in an effort to resolve the grievance prior to arbitration. If the parties so agree, the time limits for arbitration will be held in abeyance until the earlier of the date on which such mediation is completed or the date on which either party provides the other party written notice of its intent to arbitrate. Each party will be

responsible for its own mediation expenses, except that the fee and expenses of the mediator, if any, will be divided equally between the Association and the Agency.

6.3 Association Grievance. A grievance, as defined in Section 6.1, relating to occurrences actually involving at least two (2) LPNs or arising under the Association Representative article, may be initiated by the Association at Step 2 of the above-mentioned procedure by the filing of a written grievance, signed by a representative of the Association, within fourteen (14) calendar days from the date the Association knew or should have known a grievance exists. The written grievance will include a detailed description of the alleged breach of the contract, the date the alleged breach occurred, the specific contract provisions alleged to have been violated, and the specific remedy being requested.

6.4 Grievance Amendments. The Association can file an amended grievance, prior to meeting at Step 1. The filing of an amended grievance will restart the grievance timelines.

6.5 LPN Representatives. One (1) bargaining unit LPN representative shall be granted a reasonable amount of paid time to attend a grievance meeting scheduled during regular working hours, provided that the granting of such time off does not interfere with the work of the LPNs or patient needs.

ARTICLE 7 – HOURS OF WORK

7.1 Work Week and Workday. The normal work week shall commence at 0000 hours on Sunday and continue through 2359 hours on Saturday. The normal workday shall consist of eight consecutive hours, not including an unpaid meal period. Where mutually agreeable to the Agency and LPN, a normal workday may consist of alternate shift lengths as defined in Section 7.3. Nothing in this or any other provision of this Agreement constitutes a minimum guarantee of work.

7.2 Advance Authority. An LPN will be expected to obtain proper advance authorization, except in an emergency, from an appropriate manager or designee for work in excess of the LPNs work week or work day.

7.3 Alternate Length Shifts. Where mutually agreeable to the Agency and LPN, an alternate workday may consist of nine, ten or twelve consecutive hours, not including the meal period(s). Such agreement shall be in writing. In addition, the Agency reserves the right to create additional positions with nine, ten or twelve consecutive hour shifts, not including the meal period(s).

7.3.1 The LPN shall be scheduled, based on their FTE.

7.3.2 Whenever the initiation of a nine, ten or twelve hour shift is contemplated, and at least a portion of the hours for such shift are currently being worked in an eight hour position, the Agency will first offer the alternative length shift to all LPNs in the affected program. If there are multiple LPNs interested in the alternate length shift, the most senior LPN shall be awarded the shift, as long as it does not result in premium pay and/or overtime.

7.4 Meal and Rest Periods. The parties acknowledge the requirements and importance of rest and meal periods for LPNs. The agency will follow Oregon State Law, unless the agency policies are more generous. Accurate reporting of missed meals or rest periods due to patient care requirements shall not constitute a basis for disciplinary action.

7.5 Work Schedules. Work schedules shall be posted at least fourteen (14) calendar days in advance of the applicable work cycle. LPNs interested in picking up extra shifts may do so using the Agency's timekeeping system using a system of equitable rotation, as long as they do not place the LPN into a premium or OT status. For purposes of this section, the work schedule shall be deemed officially posted as of the date that is fourteen (14) calendar days prior to commencement of the applicable work cycle.

7.5.1 After a schedule is posted, an LPN's scheduled times to begin and end their workday during that period may only be modified by the Agency with the LPN's consent. This language does not impact the Agency's right to low census under Article 13.2.2.

7.5.2 Mandatory overtime may not be assigned on a routine basis. The Association and the Agency agree that every reasonable effort should be made to obtain LPNs for unfilled hours or shifts before requiring an LPN to work overtime.

7.5.3 The Agency shall not schedule an LPN to work more than five consecutive days without the LPN's consent, unless it is part of the LPN's normal work/call rotation.

ARTICLE 8 – COMPENSATION

8.1 Step Progression. Progression through the steps on Appendix A shall be one step at a time. The step increase shall go into effect at the beginning of the first pay period following their step date and annually thereafter.

8.1.1 Step Date. The date the LPN was initially placed at a step level on Appendix A.

8.2 Wage Rates and Additional Compensation.

8.2.1 LPNs covered by this Agreement shall be compensated at the wage rates set forth in Appendix A, placement on which will be based on relevant experience, as determined by the Agency or years of actual experience as an LPN, whichever is greater.

LPNs with less than 6 months of relevant experience will be placed at the base step. LPN's with less than 1 year of relevant experience and more than 6 months of relevant experience, will be placed at Step 1 and so forth.

An LPN whose current hourly rate as of ratification of this agreement is higher than their step placement, as determined by the Agency, will be placed at the appropriate step and receive a one-time lump sum payment of \$150.

8.2.2 The Association acknowledges that the Agency has the right to compensate LPNs over and above the amounts set forth in this Agreement in response to needs for limited periods of time as long as the compensation plan is equitable, accessible and transparent. The Agency agrees to notify the Association of all new pay enhancement plans prior to implementation.

a. In the event the Agency activates a pay enhancement plan for specific time periods in specific programs, then regardless of when during the work cycle the commitment to perform additional work has occurred, all LPNs who meet the criteria for such additional compensation during the specified time period in the specified program(s) shall be entitled thereto.

b. The Agency shall provide notice to all LPNs within the affected program of the activation of an intermittent pay enhancement plan as soon as a determination of its availability is known. Such notice may be actual or constructive. The intent of this provision is to provide notice of the terms of the plan to eligible LPNs.

8.2.3 The Agency agrees that it may not unilaterally establish, without first bargaining with the Association (either to agreement or to impasse), a system of compensation that is not time limited. In the event that an agreement is reached, it shall be considered part of this Agreement for the duration of the Agreement.

8.3 Credit for Prior Experience. LPNs shall receive credit for years of relevant experience and be placed on the applicable pay step in Appendix A, as determined by the

Agency. An LPN that disagrees with their step placement may request a review by Human Resources within 60 calendar days of the date of hire with PeaceHealth.

8.4 Overtime. In excess of forty hours worked within the normal work week as defined in Article 7.1.

8.5 Holiday Pay. Hours worked on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day will be paid at one and one half time (1 ½) of the LPNs regular rate of pay. Holiday pay shall apply for all hours worked from 11:00 p.m. on the day preceding the holiday until 10:59 p.m. on the actual holiday. LPNs shall not be scheduled to work above their scheduled FTE during a holiday week.

8.6 Differentials

8.6.1 Intake Duties Differential. An LPN assigned to intake duties, as determined by the Agency, shall be paid a minimum differential of \$1.50 per hour for the duration of the actual time spent performing intake duties.

8.6.2 Preceptor Pay. An LPN assigned by the Agency to precept new LPNs shall receive \$1.50 per hour in addition to the LPN's regular rate of pay for each hour worked while performing in this role. The Agency will select preceptors based on clinical skills, experience, communication skills and teaching skills. LPNs may be required to attend an approved preceptor class in order to qualify for preceptor pay.

8.6.3 Evening Differential. All LPNs who work between 1700 – 2300 shall be paid a differential of \$3.00 per hour.

8.6.4 Weekend Differential. LPNs will be paid a weekend differential of \$1.25 per hour worked. A weekend for purposes of this section shall be defined as all hours between 2300 Friday and 2330 Sunday.

8.7 Standby. Standby pay shall be paid to an LPN who has been placed on "standby" status. Standby pay ends when the LPN is receiving call-back pay. An LPN on standby status will remain available to report to work, to respond to pages/patient calls, and/or to make home visits on short notice.

8.7.1 Standby Compensation. An LPN placed on standby status shall be paid \$3.75 per hour while on standby status.

8.8 Call-back. Time actually worked during an LPN's standby status under Section 8.10, for a minimum of two hours.

8.9 Parking. All parking charges (excluding parking tickets or fines) incurred on behalf of the Agency while on duty shall be paid by the Agency. Field LPNs whose job requires use of their personal vehicle shall not be charged for parking.

8.10 Mileage Reimbursement. Agency LPNs required to use their automobiles while on duty shall be paid mileage reimbursement equivalent to the current IRS rate per reimbursable mile at time of travel incurred on behalf of the Agency (other than for mileage equivalent of travel from home to office and return). Commute miles are ineligible for reimbursement, per IRS Publication 463.

8.11 Cellular Phone Assignment. The Agency shall make available to each LPN working in the field, a mobile phone for Agency-related business only, at no cost to the LPN.

8.12 Payroll Practices. The Agency shall maintain payroll records and payroll practices in accordance with federal and state law. The Agency shall make available to LPNs, on or before the designated payday for each pay period, earnings data for each category of pay that allows the LPN to verify the accuracy of their compensation. The Agency shall also make available a readability key that defines the acronyms and categories that appear on an LPN's earnings statement.

ARTICLE 9 – PAID TIME OFF

9.1 General Provisions. Paid Time Off (PTO) provides compensated time off for the LPN to use as they determine it best fits their own personal needs or desires, as set forth below, for absences from work.

9.2 Eligibility. All LPNs with an assigned FTE of .50 or above are eligible to accrue PTO. Per Oregon Paid Sick Leave Law, ORS 653.601 – 653.661 (2016) all LPNs are eligible for paid sick leave, unless they qualify for the Agency's PTO program, which provides a substantially equivalent or more generous benefit. LPNs will either accrue PTO or sick leave under the Oregon State Law. At no time will an LPN be eligible to accrue both PTO and sick leave at the same time

9.3 Accrual. Eligible LPNs will accrue PTO on all their eligible hours worked. PTO does not accrue on on-call, PTO donated hours, or PTO cash-out/sell hours.

9.3.1 Accrual Rates. Eligible LPNs shall accrue PTO as follows:

Months of Service	Accrual	Accrual Limit
0-48 months (0-4 yrs.)	28 days (0.10769 / hour)	42 days (336 hrs.)

49-108 months (5-9 yrs.)	33 days (0.12692 / hour)	49.5 days (396 hrs.)
109-168 months (10-14 yrs.)	37 days (0.14231 / hour)	55.5 days (444 hrs.)
169-228 months (15-19 yrs.)	39 days (0.15000 / hour)	58.5 days (468 hrs.)
229+ months (20+ yrs.)*	40 days (0.15385 / hour)	60 days (480 hrs.)

9.4 Use of PTO.

9.4.1 LPNs are eligible to access PTO based on the balance available as of the most recently completed pay period. LPNs may choose to use PTO for any days or hours they are placed on low census. PTO must be used when a PeaceHealth designated holiday, or administrative closure falls on an LPNs regularly scheduled workday and the LPN is not required to work. Except where otherwise required by law or by specific provision of this agreement, PTO must be used for all time off taken by an LPN.

9.4.2 If an LPN has no accrued PTO, unpaid time off may be granted on a case-by-case basis subject to approval by the LPNs supervisor, or designee. When requests for scheduled time off conflict with staffing requirements, preference will be given to PTO requests over requests for time off without pay.

9.4.3 LPNs who have less than 30 minutes of PTO fill at the end of the pay period may choose not to use PTO to bring them up to their FTE. It is the LPNs responsibility to use the appropriate pay code to remove the less than 30 minutes of PTO fill.

9.5 Donation of PTO. An LPN may donate a minimum of one (1) hour and a maximum of two hundred and fifty (250) hours per year of their accrued PTO for the benefit of another employee (1) who has a medical hardship, as defined by the IRS. and/or (2) who is a member of the Association negotiating committee. The Agency will follow IRS guidelines, which are subject to change, on receiving and distributing PTO Donations. Donation of PTO is voluntary and cannot be required or compelled of an LPN under any circumstance.

9.6 Requesting and Granting PTO. PTO requests are to be submitted through the Agency's established timekeeping system no earlier than 6 months in advance of the date the LPN is requesting off and at least 4 (four) weeks in advance of the schedule being posted. Exceptions to the 6-month timeline may be considered by the Agency on a case-by-case basis. All requests will be responded to within 4 weeks from the date the LPN submitted the request. Consistent with the Agency's and the LPN's responsibilities to provide adequate patient care, the Agency will not unreasonably deny the request.

9.6.1 Conflicting Requests. When requests are received by the Agency on the same date, the timestamp on when the request was submitted (first submitted) will be used to determine the order in which the request will be reviewed and considered.

9.6.2 Rescission of Authorized PTO. Except in cases of disaster, or a uniquely exigent situation, the Agency may not rescind PTO once it has been approved. Requests to rescind PTO by the LPN may be considered by the Agency and is not guaranteed if the approval has already been made.

9.7 Inclement Weather. In the event that inclement weather conditions prevent an LPN from safely traveling to make home visits during all or a portion of the LPN's scheduled workday, the inability of the LPN to perform such visits will not be considered an occurrence under the Agency's attendance policy. Under such circumstances, the LPN will be paid for any work actually performed at home at the Agency's direction. The LPN may elect whether to use PTO for the missed hours of work.

9.8 Scheduled Time Off. Regularly scheduled bargaining unit LPNs shall be granted scheduled time off by program, under Article 9.7, as outlined below:

Less than 5 LPNs in the program = 1 LPN

Between 5-10 LPNs in the program = 2 LPNs

More than 10 LPNs in the program = 3 LPNs

Time off due to FMLA/OFLA will not count as scheduled time off for this calculation unless the leave request is received with less than four (4) weeks' notice.

9.9 Payment of PTO.

9.9.1 Regular usage. PTO will be paid at the time of use at the LPN's straight-time hourly wage rate on the LPN's regularly scheduled hours and classification.

9.9.2 Separation of employment. All accrued but unused PTO will be paid upon termination.

9.9.3 PTO Cash Out. An LPN is not required to cash out accrued PTO and may allow it to accumulate for future use, payment upon termination, or loss of eligibility. An LPN may cash out their PTO, per the Agency's plan guidelines during annual open enrollment.

ARTICLE 10 – LEAVES OF ABSENCE

10.1 General Provisions. An LPN may be granted a leave of absence. All such requests must be submitted by following the Agency's designated LOA process. Each case will be reviewed and considered for approval by the Agency.

10.1.1 Use of PTO. An LPN will be required to use their accrued PTO during their leave of absence except where state/federal law(s) and/or Agency policies allow otherwise.

If an LPN is on an approved leave of absence that is greater than 30 days, they may choose to maintain up to 40 hours of PTO in their bank. The LPN is responsible for notifying their supervisor of this request, prior to the start of their leave.

10.2 Family and Medical Leave. Family, pregnancy and medical leaves of absence will be administered by the Agency's Leave of Absence Administrator consistent and in accordance with applicable state and federal laws.

10.3 Military Leave. All LPNs are eligible for military leave when performing voluntary or involuntary uniformed service for active duty, training, full-time National Guard duty, or a fitness for duty examination. The LPN must provide a copy of the orders to the Agency's Leave of Absence Administrator within 15-days of the request. Failure to do so may result in loss of re-employment rights. An LPN is not required to use their PTO during the military leave.

10.4 Military Family Leave. To the extent required by applicable law, leaves of absence will be granted to a spouse or domestic partner of members of the U.S. Armed Forces who have been notified of an impending call or order to active duty or who are on leave from deployment. The LPN must apply through the Agency's Leave of Absence Administrator and provide a copy of the members' active-duty orders or other similar military documents.

10.5 Crime Victims Leave. Crime Victims Leave will be administered by the Agency's Leave of Absence Administrator consistent with applicable state and federal laws.

10.6 Return from Protected Leave. Upon a return from a protected leave of absence, the LPN will be returned to their former position or equivalent position for which they are qualified for with equal pay and benefits, unless there was a RIF, as covered under Article 13. In addition, an LPN will receive the rate of pay and benefit accrual applicable to their position as if they had not gone out on leave. PeaceHealth may require a fitness-for-duty certification. Failure to provide fitness-for-duty certification may delay the LPNs ability to return to work.

10.7 Worker's Compensation. A leave of absence caused by an injury for which the LPN receives worker's compensation benefits, will be managed and administered subject to the Agency's policies and Oregon Revised Statute 659A.040-049.

10.7.1 Light Duty. The Agency shall make a reasonable effort to accommodate light or modified duties for an LPN on Workers Compensation.

10.8 Return from Unprotected Leave. If the LPN is on an unprotected leave, and their position has been filled by another LPN, the LPN may bid on any open position suitable to their qualifications and interests.

10.9 Absences with Pay.

10.9.1 Bereavement. Bereavement leave will be administered consistent with Oregon state law and the Agency's Bereavement policy. All bereavement leave requests must be approved by the LPN's supervisor prior to the leave. PTO requests can be made for additional time off related to the bereavement leave and approval will be at the discretion of the Agency. The supervisor has the right to require proof of death (i.e., a copy of the death certificate) from the LPN.

10.9.2 Court Witness. LPNs who are subpoenaed or requested by the Agency to appear as a witness in a court case during their normal time off duty will be compensated at the straight time rate of pay for the time spent in connection with such an appearance.

ARTICLE 11 – SENIORITY

11.1 Seniority. Seniority shall mean length of continuous service with the Agency.

11.2 Service Outside Bargaining Unit. An LPN under the scope of this agreement, who transfers to a position with the Agency, outside the scope of this Agreement, and who later returns to a position under the scope of this agreement, without a break in service, will be credited with 1) their previously accrued seniority as an LPN. (2) their PTO accrual rate based upon total consecutive years of service, and (3) no less than their previously existing wage step (including credit for prior service within the pay step) as an LPN.

11.3 Loss of Seniority. An LPNs seniority shall be lost in the event the LPN (1) voluntarily resigns(2); has been in a layoff status which has continued for twelve (12) or more consecutive months; (3) has been on a leave of absence for a period exceeding twelve (12) months, except as provided by state or federal law; or (4) is discharged for just cause.

ARTICLE 12 – FILLING OF VACANCIES

12.1 Posting of Vacancies. The Agency shall post vacancy notices for a minimum of seven (7) calendar days. Postings shall identify the posting date, minimum qualifications, program, shift length, shift, FTE, and number of hours per pay period. Qualifications will be based on the job description. LPNs who sign up for job alerts will be provided vacancy notifications as they become available.

All qualified LPNs in the bargaining unit will be considered before outside applicants in filling any vacancy in the bargaining unit as long as the internal candidate applies within seven (7) calendar days of the posting date. Among bargaining unit LPNs who apply for the position, assignment will be made on the basis of seniority provided that documented job performance and experience is relatively equal in the judgement of the Agency. If there are no internal candidates who apply within seven (7) calendar days of the posting date, the Agency is free to choose the most qualified candidate, as determined by the Agency.

12.1.1 LPNs Under Written Corrective Action. An LPN who has received a written corrective action within the previous six (6) months may be denied consideration to transfer to a different program, subject to the approval of the hiring manager.

12.2 Trial Transfer Period. An LPN who transfers from one program to another shall be on a 4-week trial period. If, during such trial period based upon performance, the Agency or the LPN determines that the LPN should not be continued in the new program, the LPN shall be returned to their former program (if there is a position available) at the beginning of the next pay period.

12.3 Eligibility to Apply for New Position. An LPN shall not be eligible to apply for a position in another program for six (6) months from the date of their last transfer/hire unless the Agency agrees to an earlier transfer application date.

12.4 Posting/Bidding Exceptions. A posting will not be required if the Agency, in its discretion and with the consent of the LPN, mutually agree to reduce the LPNs FTE by eight (8) hours per week. If the Agency determines the need to increase the programs hours by less than 20 hours per week, the hours will not need to be posted; instead, the Agency will send an email to all LPNs in the affected program notifying them of the hours and schedule they are looking to fill. The LPNs will have 7 calendar days to respond. The hours will be awarded, based on seniority, as long as the additional hours don't result in any premium/OT payments, and fit within the operational needs of the program.

12.5 Restoration of Prior Standing upon Reinstatement. A non-probationary LPN who terminates from employment and is rehired by the Agency within a period of less than twelve (12) months from the date of termination will receive an adjusted anniversary date

for purposes of service awards and PTO accrual. For retirement plan, plan document provisions for rehire apply.

ARTICLE 13 – WORK FORCE REDUCTIONS, LOW CENSUS AND REORGANIZATIONS

13.1 Work Force Reductions. The Agency retains the right to determine whether a reduction is necessary, the number of FTEs to be eliminated, and the program(s) in which such reduction shall occur.

13.1.1 Definition. A workforce reduction occurs whenever one or more bargaining unit members experiences a permanent or prolonged involuntary reduction of their position.

13.1.2 Order of Reduction. Reduction or displacement shall occur in the following order: volunteers, probationary LPNs and regular LPNs.

13.1.3 Notice. The Agency shall provide at least thirty calendar days' advance notice to the Association, unless unforeseeable conditions beyond the Agency's control prevent such notice. The notice shall include the scope of the reduction, the program(s)/position(s) being impacted and potential dates to bargain the impact of the reduction in force. Prior to the meeting, a seniority list will be provided to the Association and impacted LPNs.

13.1.4 Procedure. Within 3 days of the notification provided in Article 13.1.3, LPNs who are interested in volunteering for the RIF will notify their manager in writing. If there are enough volunteers to cover the RIF, the RIF will automatically go into effect, as of the date identified in the notice from the Agency.

If there are no volunteers, or not enough volunteers, for the RIF, the least senior LPN in the program where the workforce reduction occurs, shall be the first to be displaced, provided that the LPNs remaining in the program have the skills and ability to immediately perform the necessary work. Displaced LPNs will receive a copy of the severance policy.

13.1.4.1 Severance Option. LPNs who are notified of the reduction of their position may elect to receive severance benefits in accordance with the terms of the Agency's severance policy, as determined by the Agency in its sole discretion, in the same manner and for as long as the policy applies to all other non-supervisory employees of the Agency. An LPN's election to receive severance benefits will constitute a waiver by the LPN of any further rights set forth in this Agreement.

13.1.5 Posted Vacancies. If there are any open bargaining unit positions posted at the time of notice of the reduction in force, the Agency shall wait to fill such positions until impacted LPNs have had 7 days from the date of the notice in Article 13.1.3 to apply for the open position. For purposes of this article, LPNs who apply within 7 days of the RIF notice will be considered as having applied within 7 days of the initial posting, as outlined in Article 12.1. Open positions will then be filled in accordance with Article 12.1.

13.2 Layoff Status. A layoff is defined as a separation of employment due to a reduction in force or workforce restructure and is not disciplinary in nature. A displaced LPN shall be in a layoff status as of the date of displacement and placed on a recall list, not to exceed 12 consecutive months.

13.3 Performance of Remaining Work. The work remaining after a workforce reduction shall be performed by currently employed LPNs until the Agency determines that recall shall be initiated. Contracted LPNs shall not be utilized to perform bargaining unit work as long as LPNs qualified for and interested in such work remain on layoff status.

13.4 Recall. LPNs shall have reemployment rights in the reverse order of layoff for up to one year. It shall be the responsibility of the LPN who has been laid off to ensure their telephone, email, and mailing address where they may be reached is current in the Agency's system. Reemployment will be offered by email notice to an LPN who has been laid off. The LPN will have seventy-two hours from the date the email was sent to accept or reject the position(s) offered. The Agency shall offer all open and available bargaining unit positions to LPNs on layoff status. If the LPN fails to respond within the seventy-two hours, or if the LPN rejects the positions for which they are qualified, the LPN forfeits all further rights to recall, and employment with the Agency shall be terminated.

13.5 Low Census. LPNs shall be placed on low census in each Agency program in the following order: (1) LPNs working at an overtime or premium rate of pay, (2) volunteers, based on an equitable rotation, starting with the most senior LPN, if more than one LPN is volunteering (3) LPNs working in excess of their FTE status, (4) equitable rotation basis, starting with the least senior LPN who was least recently low censused, provided that skills, competence, ability and availability are considered equal, as determined by the Agency. For purposes of this provision, the low census order shall not apply if it will negatively impact and/or delay patient care.

13.5.1 Partial Cancellation. Low census can occur at any time during a scheduled shift. If the low census will be at the start of the scheduled shift, the Agency will provide the LPN with two hours' notice prior to the start of their shift.

13.5.2 Low Census Data. LPNs will have access to view the low census rotation in their program.

13.6 Work Force Reorganization. The Agency shall provide at least thirty (30) calendar days' advance notice to the Association. The notice shall provide the program(s) being impacted and potential dates to bargain the impact of the reorganization. Upon request by the Association, the parties will meet to bargain the impact. The provisions of this section shall apply in the event of a work force reorganization that does not involve layoffs. A work force reorganization shall include staffing changes resulting from a merger or consolidation of two or more programs, increases or decreases in FTE status among bargaining unit members, and changes of positions within a program.

ARTICLE 14 – HEALTH AND WELFARE

14.1 Health Insurance Benefit Program. All LPNs in regular, established positions who are consistently scheduled for forty (40) or more hours per two (2) week period shall be eligible, as of the first day of the month coincident with or following the first full month of employment, to participate in the health insurance benefit program offered by the Agency. LPNs shall be offered benefit options in accordance with the terms of the program, with regard to medical, dental, vision, life, AD&D, long-term disability and short-term disability plans, critical illness insurance, accident insurance and healthcare and dependent care spending accounts. Medical and dental coverage shall be extended to legally domiciled adults as defined in the health insurance benefit program.

14.1.1 Premiums. The Agency shall contribute a dollar amount sufficient to cover the following portions of the total premium costs for the medical plans offered:

For LPNs working at least sixty-four (64) hours per pay period (2 weeks) the Agency will pay ninety-three percent (93%) of the cost of the PPO plan for employee coverage and seventy-seven percent (77%) of the cost of said premiums for dependent coverage.

For LPNs working at least forty (40) hours per pay period, and less than sixty-four (64), the Agency will pay eighty five percent (85%) of the cost of PPO plan for employee coverage and sixty five percent (65%) of the cost of said premiums for dependent coverage.

14.2 Benefit Maintenance and Changes. In no event shall bargaining unit LPNs receive a level of benefits that is less than the level received by a majority of the Agency's non-bargaining unit employees. The Agency shall not modify its programs of health insurance

regarding eligibility, payment, or benefits, without providing notice to the Association of the intended modifications at least ninety (90) days in advance of their effective date and will, upon request by the Association, meet with the Association to bargain over the proposed changes prior to their implementation.

14.2.1 Information Requests. The Agency shall respond to all reasonable information requests from the Association regarding insurance plan premiums and plan design in a timely manner and shall provide plan utilization and actuarial data upon request. Requested information related to insurance changes shall be shared with the Association as soon as it is available and at least ninety (90) days prior to any proposed changes.

14.2.2 Advance Notification. The Agency shall forward to the Association plan changes, and insurance amendments at least ninety (90) days and rate changes at least (30) days prior to implementation.

The Agency will provide notice of the time frame for open enrollment at least two (2) weeks prior to the commencement thereof and will make available accurate information regarding covered benefits at the time of open enrollment.

14.2.3 Health Care Reform Changes. Bargaining unit LPNs will receive the same benefits resulting from federally legislated health care reform changes that other employees of the Agency receive.

14.3 Employee Health Services. At the beginning of employment and thereafter as determined by the Agency, based on a TB assessment, the Agency shall arrange to provide tests and x-rays, if necessary, at no cost to the LPN. Laboratory examinations indicated because of exposure to communicable diseases while on duty shall be provided by the Agency at no cost to the LPN.

14.4 Retirement Plan. The Agency shall offer all eligible LPNs a retirement plan that matches the plan offered to non-represented employees, consisting of a noncontributory Base Plan and matching contributions from the Agency.

14.5 Health and Safety. The Agency and the Association agree to comply with all state and federal regulations pertaining to the health and safety of employees in the workplace. The parties further agree to promote practices necessary to ensure safety in the workplace.

14.6 Premium Reduction Program. The Medical Center will offer a Premium Reduction Program through the duration of this Agreement. Through this benefit, eligible LPNs may receive financial assistance to cover one hundred percent (100%) of the cost of their Agency provided medical premiums.

Participation in this program is based on total household income and the Federal Poverty Level, as determined by the U.S. Department of Health and Human Services. Employees whose household income is less than two hundred and fifty percent (250%) of the Federal Poverty Level will be eligible to receive a health insurance plan at no premium cost to the employee for themselves and eligible dependent(s) first of the month following the approval of their application.

14.7 Enhanced Chronic Condition Program. LPNs and covered dependents enrolled in the Enhanced Chronic Condition Program are eligible to receive free preventive medications, including diabetic testing supplies. These chronic conditions covered under this program may include diabetes, COPD, asthma, congestive heart failure, coronary artery disease and hypertension, as determined by the health plan.

14.8 Insurance Expenses incurred at PeaceHealth Facilities. LPNs covered under PeaceHealth Health Insurance plans who have outstanding balances to PeaceHealth Facilities and/or providers will be offered a reasonable payment plan upon request.

ARTICLE 15 – PROFESSIONAL DEVELOPMENT

15.1 Performance Assessment. Each LPN will be assessed and counseled regarding competencies and goals by their immediate supervisor, or designee, on at least an annual basis. Assessment and goal setting is a collaborative process which may include self-assessment, goal setting, and/or peer review. Peer reviews shall remain confidential. The LPN will be shown all final written assessments and goal statements and have the right to respond in writing to such documentation. Both the assessment and goal statements, and the response, will be placed in the LPN's personnel file. An electronic copy of the assessment and goal statements will be available to the LPN through the Agency's performance assessment.

15.1.1 The performance assessment is not intended to be a mechanism for disciplinary action but may be referenced in future disciplinary actions. LPNs who do not meet standards in specific areas will be expected to develop an action plan to bring their competencies up to standard.

15.2 Continuing Education Program. Professional development is a shared responsibility. LPNs may attend Agency offered in-service educational opportunities during their normal shifts, with the prior approval of the Agency. In the event an LPN is required by the Agency to attend in-service educational functions outside of their normal work hours, time spent at such functions shall be compensated at the LPNs straight-time rate of pay. A minimum of one hour's pay shall be paid for attendance under the preceding sentence, if

the time spent at such functions is not continuous with the LPN's normal work hours. Staff meetings outside of an LPN's scheduled hours shall be compensated at the LPN's straight-time rate of pay without a minimum one-hour requirement.

15.3 Tuition Reimbursement. LPNs may apply for tuition reimbursement through the Agency's Tuition Reimbursement policy.

ARTICLE 16 – STAFFING REQUEST DOCUMENTATION FORM (SRDF)

16.1 SRDF. The Association will make available an electronic version of the form to the LPN on their portal. The form will be electronically submitted by the LPN to the appropriate manager and the Association. The Agency will ensure that the use of the SRDF form is not discouraged. The appropriate leader shall respond all to the email within one month of receiving the form.

ARTICLE 17 – NO STRIKE, NO LOCKOUT

17.1 In view of the importance of the operation of the Agency facilities in the community, the Agency and the Association agree that, during the term of this Agreement, (a) there will be no lockouts by the Agency, and (b) neither the LPN's nor their agents or other representatives shall authorize, assist or participate in any strike, including any sympathy strike, picketing, walkout, slowdown, or any other interruption of work by bargaining union LPNs, including any refusal to cross any other labor organization's picket line. This provision shall not be interpreted to prohibit LPNs from voicing conscientious quality of patient care concerns in any manner other than as specifically set forth above.

ARTICLE 18 – GENERAL PROVISIONS

18.1 Sale, Merger or Transfer. In the event the Agency merges, is sold, leased, or otherwise transferred to be operated by another person or firm, the Agency shall have an affirmative duty to call this Agreement to the attention of such firm or individual and, make the adoption of the agreement a condition of the transfer. The Agency will also provide notice to the Association of any such sale, lease or transfer at least ninety (90) days prior to the closing date.

18.2 Superseding Document. This Agreement constitutes the entire Agreement and understandings arrived at by the parties after negotiations and replaces all previous agreements, written or oral.

18.3 Bargaining During Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the parties' consideration, and that all written agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties hereto, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, excluding the parties' legal obligation to bargain the alteration of existing terms or working conditions of employment. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

18.4 Labor Management Meetings. When requested by either party a joint team consisting of up to two (2) Agency representatives, an Association representative and up to two (2) LPN bargaining unit representative shall meet no more than six times per year, with the intent of proactively resolving contract, staffing and other workplace issues. Time spent by bargaining unit members of the team attending such meetings shall be compensated at the LPN's regular rate of pay. The Agency will seek in good faith to allow LPNs the necessary time off for participation in team meetings, subject to the operational requirements of the Agency.

18.5. The Agency is committed to providing timely notification of workplace violence events to the LPNs. LPNs will be provided the opportunity to participate and provide feedback in workplace violence meetings.

18.6 Upon the request of an LPN, the subject of workplace violence prevention may be added as an agenda item at a staff meeting.

18.7 Separability. In the event that any provision of this Agreement shall at any time be declared invalid by any court or government agency of competent jurisdiction, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 19 – MANAGEMENT RIGHTS

Any of the rights, powers and authority the Agency had prior to entering into this collective bargaining Agreement are retained by the Agency, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE 20 – DURATION AND TERMINATION

20.1 Duration. This Agreement shall be effective the first full payroll period following its ratification by the LPNs, except as otherwise specifically provided for herein, and shall remain in full force and effect through December 31, 2028, and from year to year thereafter if no notice is served as hereinafter provided.

20.2 Notice of Modification or Termination. If either party wishes to modify or terminate this Agreement, it shall serve notice of such intention upon the other party no more than 120 days and no less than ninety days prior to the expiration or subsequent anniversary date. In the event that notice of modification only is provided, the terms of this Agreement shall remain in effect and shall thereafter be terminated only upon written notice of termination provided by either party.

APPENDIX A

Step	Year 1	January 1, 2027 (3.00%)	January 1, 2028 (3.00%)
Base	\$29.44	\$30.32	\$31.23
1 Year	\$30.17	\$31.08	\$32.01
2 Years	\$31.29	\$32.23	\$33.20
3 Years	\$32.02	\$32.98	\$33.97
4 Years	\$33.12	\$34.11	\$35.14
5 Years	\$33.86	\$34.88	\$35.92
6 Years	\$34.60	\$35.64	\$36.71
7 Years	\$35.33	\$36.39	\$37.48
8 Years	\$35.70	\$36.77	\$37.87
9 Years	\$36.43	\$37.52	\$38.65
10 Years	\$36.80	\$37.90	\$39.04
11 Years	\$37.53	\$38.66	\$39.82
12 Years	\$37.90	\$39.04	\$40.21
13 Years	\$38.65	\$39.81	\$41.00
14 Years	\$39.01	\$40.18	\$41.39
15 Years	\$39.75	\$40.94	\$42.17
16 Years	\$40.11	\$41.31	\$42.55
17 Years	\$40.48	\$41.69	\$42.95
18 Years	\$40.85	\$42.08	\$43.34
19 Years	\$41.21	\$42.45	\$43.72
20 Years	\$41.58	\$42.83	\$44.11
21 Years	\$41.58	\$42.83	\$44.11
22 Years	\$41.95	\$43.21	\$44.50
23 Years	\$41.95	\$43.21	\$44.50
24 Years	\$42.32	\$43.59	\$44.90