

between

OREGON NURSES ASSOCIATION

and

LEGACY SILVERTON MEDICAL CENTER

~~April 1, 2021~~

Through

March 31, 20~~21~~²⁴

ARTICLE 1 - DEFINITIONS

A. "Registered Nurse" is defined as a currently licensed Registered Professional Nurse employed by the Hospital.

B. "Charge Nurse" is a separate job classification and is defined as a Registered Nurse who has applied for and been selected by the Hospital for the Charge Nurse position, in its discretion. Charge Nurses are paid on a separate pay scale for all hours paid. A Charge Nurse is responsible for the day-to-day operation of the nursing unit (e.g., daily staffing, patient care assignments and communication with staff, providers and management).

C. "Relief Charge Nurse" is defined as a Registered Nurse who is designated by the unit nursing manager for a specific shift in a nursing unit in the Charge Nurse's absence. A Relief Charge Nurse will be provided adequate training, as determined by Department and/or Hospital management. The assignment will be made only in the event the unit nursing manager determines it is appropriate to do so, in their discretion. Any Nurse designated as Relief Charge Nurse shall be entitled to the charge differential when carrying out charge Nurse assignments in the absence of the Charge Nurse.

D. "Preceptor" is defined as a Registered Nurse who is designated by the unit nursing manager to act as preceptor to newly hired Nurses or senior practicum students, and has the responsibilities outlined in Legacy policy. Any Nurse designated as preceptor shall be entitled to the preceptor differential when carrying out preceptor duties for another Registered Nurse. Preceptor differential shall not apply to any assignments involving student nurses.

E. "Float Nurse" is defined as a Nurse (excluding Resource Pool nurses) who has successfully completed Hospital-based education and competencies required to work in a secondary unit and voluntarily and independently assumes a full patient care assignment on that unit. Float Nurses shall not displace part-time or full-time nurses assigned to work a scheduled straight-time shift, including shifts where the Nurse is placed on standby due to low census.

F. "Resource Pool Nurse" is defined as a non-bargaining unit Registered Nurse who is a member of the Legacy Resource Pool, and at the discretion of management may be assigned or floated throughout the Hospital, without notice, to work in any unit they are deemed qualified to work.

While not members of the bargaining unit, the Resource Pool Nurses will have low census and scheduled call administered in accord with the provisions of the contract. Resource Pool Nurses shall not displace part-time or full-time nurses assigned to work a scheduled straight-time shift, provided however that when a Resource Pool Nurse has been assigned to a shift, they will be included in the low-census rotation with other nurses in the department.

G. "Full-time Nurse" is defined as a Nurse who works a minimum of 36 hours for a workweek Sunday to Saturday or 72 hours for a 14-day pay period.

H. "Part-time Benefited Nurse" is defined as one who is regularly scheduled less than 36 hours but at least 24 hours for a workweek. Part-time nurses are eligible to participate in benefits in accordance with the specific benefit plan/policy.

I. "Part-time Non-benefited Nurse" is defined as one who is regularly scheduled less than 24 hours for a workweek. Part-time Non-benefited Nurses are not eligible to participate in benefits.

J. "On-call Nurse" is defined as a Nurse who is a member of the bargaining unit, is designated On-call by the Hospital, and is scheduled to work on an as needed basis with no assigned FTE. To maintain On-call status, a Nurse must work the minimum requirements established by Legacy policy for similarly-situated non-bargaining unit nurses. Based on business needs, departments may establish additional availability for On-call nurses in excess of the minimum of twenty-four shifts per year for On-Call Nurses.

On-call Nurses shall receive a differential of 10% in lieu of benefits. On-call Nurses shall receive the following contractual provisions: differentials as provided in Article 6(A), pay for work on a holiday as provided in Article 8(B), and overtime compensation as provided in Article 9(C). On-call Nurses are not eligible fringe benefits (including but not limited to health and welfare and APL) described in Articles 7 and 12. Eligibility for retirement shall be governed by the terms of the retirement plan. On-call Nurses may be eligible for LSI or other incentive pay; eligibility will be the same as for non-represented On-Call Nurses.

K. "Anniversary date" of employment is defined as the month and date on which employment began at Legacy Health (or as recognized when Silverton Hospital became part of Legacy Health). If any anniversary dates are adjusted-, such adjustment will be prospective only. Legacy will provide a Nurse's current wage rate on the Nurse's pay stub. A Nurse may ask their Department Manager for their wage step.

L. "Seniority" is defined as the length of employment as measured by the total hours paid as a "Nurse" including low-census hours and time worked as an LPN, but excluding standby hours, and hours employed outside the bargaining unit. Paid hours also include APL and grandfathered EIB.

M. "Standby/Call Time" is defined as any time in which a Nurse, while not on duty, is required by the Hospital to restrict activities to be available to receive a request and report to work as soon as possible. Any Nurse on standby status should be able to report to work within 45 minutes of notification (unless a prior arrangement has been made with the Nurse Manager, in writing). For scheduled OR and PACU call shifts, OR Nurses must be able to report within 30 minutes of notification, and PACU nurses must be able to report within 60 minutes of notification. Standby/call time shall be paid and administered in accordance with Legacy policy applicable to similarly-situated non bargaining unit nurses and the provisions of this Agreement (see Policy 500.201 – Pay Practices Supplementing Base Salary), except where modified by this Agreement.

N. "Call Worked" (formerly "call back") is defined as time "at work" following notice to report to work from standby or call time status. Call worked shall be paid and administered in accordance with Legacy policy applicable to similarly-situated non bargaining unit nurses, which includes a minimum of three (3) hours work/pay, (see Policy 500.201 – Pay Practices Supplementing Base Salary), except where modified by this Agreement.

O. "Variable shift position" is defined as a position that alternates between day shift and night shift per department needs, as determined by management, and at the minimum is scheduled three day or evening shifts and three night shifts per every three schedule periods.

~~P.~~ "Introductory Nurse" is defined as a Nurse who is in their first 120 days of employment with the Hospital.

Q. Supplemental Nurse: Nurses who are not regularly scheduled, and who have a minimal expectation of the number of hours to be worked. Based on business needs, departments may establish additional availability requirements for supplemental Nurses. These requirements may not exceed those established for on-call Nurses.

R. Per Diem: Non-scheduled employees who are available to work a minimum of 48 shifts per year, 24 of which are on weekends and one of which is on a designated holiday. Use of Per Diem staff is restricted to departments approved by Legacy Sr. Leadership, based on demonstrated business need. Based on business needs, departments may establish additional availability requirements for per diem staff.

ARTICLE 6 – COMPENSATION

This Article 6 applies to all Nurses employed under the terms of this Agreement.

- A. Base Compensation. Effective upon ratification, LSMC Nurses will maintain the same step scale as other Legacy Nurses employed by Legacy. Nurses and Union staff representatives will be able to view the step schedule on a confidential website, which will not be printed or shared outside of LSMC Nurses or ONA.
- B. Step Increases: LSMC will continue to advance to the next step on their anniversary date, in accordance with Legacy policy applicable to other similarly situated Legacy Nurses employed by Legacy. Step increases and contractual increases shall be implemented on the first day of the pay period in which the effective date of the increase falls.
- C. Contractual Increases:
- a. Effective the pay period following October 1, 2024, increase step schedule by the increase provided to nurses employed by Legacy.
 - b. Effective the pay period following October 1, 2025, increase step schedule by the increase provided to nurses employed by Legacy.
 - c. Effective the pay period following October 1, 2026, increase step schedule by the increase provided to nurses employed by Legacy.
- D. Differentials. Effective upon ratification:

Evening Shift (3:00 PM-11:00 PM)	\$2.85
Night Shift (11:00 PM – 7:00 AM)	\$5.95
Charge Nurse	6% of base rate
Relief Charge Nurse	6% of base rate
Standby	Holiday: \$5.00 Non-Holiday: \$8.00
Weekend	\$3.00
Preceptor	\$2.50
BSN	4% of base rate
MSN	6% of base rate
RNFA	6%
NRS	6%
Specialty Certification	Up to \$2,000 per year ¹

¹ Qualifying certifications are available on the Legacy intranet for Specialty Certification Bonus Guidelines.

1. Nurses will receive one shift differential applicable to the hours for which the majority of the working shift occurs. For shifts where the hours are split equally, the nurse will receive the higher shift differential for the entire shift.
2. The Relief Charge Nurse differential is paid for the hours for which the Nurse has Charge responsibilities.
3. The preceptor differential is paid for the hours in which the Nurse is precepting another Nurse.
4. A Nurse will receive the higher of the BSN or MSN premium for which they are eligible, but not both.
5. Only one nurse may be paid Neo-Natal RS differential at any time. It will be paid when that Nurse is assigned the NRS role. Nurses working NRS may not also receive relief charge differential at the same time.
6. A nurse will be paid the Registered Nurse First Assistant (RNFA) differential when the Nurse is performing the duties of RNFA.

D. Appealing Step Placement: If a new or existing nurse believes they not awarded the correct number of years of experience for prior work, the Nurse may appeal the step placement. The appeal process is used only to review whether a Nurse was placed properly at the time of placement, in accordance with the rules in effect at that time. The appeal may not be used to change the rules by which steps were awarded at the time of the placement, including how steps were awarded under earlier collective bargaining agreements. Rather, it is for the purpose of reviewing the Nurse's years of experience only. In its sole discretion, the Hospital may increase a Nurse's step level as a result of its review of the nurse's experience. The Hospital's decision in the appeal process is not subject to the grievance procedure.

E. The Hospital agrees to provide and launder scrubs for all Surgical Services, ~~Emergency Department and~~ Family Birth Center Nurses. Surgical Services, ~~Emergency Department~~, and FBC Nurses will change into scrubs when reporting to work and change out of scrubs prior to leaving work each day so that Hospital may launder scrubs.

F. Participation in Incentive Programs: The parties agree that bargaining unit nurses will participate in Legacy system-wide incentive programs in which nurses in the same or similar classifications at other hospitals within the system participate. Changes in or the discontinuance of such programs will be within the Hospital's discretion and shall not be subject to bargaining with the Association, as long as the changes or discontinuance are applied to nurses in the same or similar classifications at other hospitals within the system.

1 E. Legacy Shift Incentive (LSI): Nurses in the bargaining unit are eligible to receive LSI or
2 other shift incentive in accordance with Legacy policy applicable to non-bargaining unit
3 nurses (see 500.201 – Pay Practices Supplementing Base Salary).
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ARTICLE 7 – ANNUAL PAID LEAVE

A. Full-time Nurses and Part-time Benefited Nurses will earn and may use Annual Paid Leave (APL) in accordance with Legacy policy applicable to similarly-situated non-bargaining unit employees (Policy No. 500.304 - Annual Paid Leave)

B. The APL accrual rates in effect as of the start of this Agreement are as follows:

Months of Service	Accrual Rate (per hour worked)	Maximum Annual Accrual	Maximum APL Bank
0-60	0.0962	200	480
61-120	0.1154	240	480
121-180	0.1347	280	480
181-240	0.1424	296	480
241-above	0.1462	304	480
Not capped by hours worked each pay period, just annual max (i.e.: accrue APL over 72 or 80 hours in a pay period)			

ARTICLE 9 - HOURS OF WORK

A. The workweek begins Sunday at 12:01 am and ends Saturday at midnight.

B. Workdays: The basic workday shall be eight, 10 or 12 hours.

The Hospital and an individual Nurse may mutually agree to alter the hours of the basic workday to workdays with fewer than eight, 10 or 12 hours. Such agreement shall be in writing. The Hospital reserves the right to cancel such agreements by giving written notice of at least 30 calendar days to the affected Nurse. If a Nurse in an existing 12-hour position is medically unable to perform 12 hours of work (supported by a fitness-for-duty evaluation), an eight-hour position may be considered if staffing needs can be accommodated. The Hospital may offer and a Nurse may accept shorter single shifts to meet Department needs, as such Department needs arise.

C. Overtime: Overtime compensation shall be paid at one and one-half times the Nurse's regular rate of pay, for all hours worked in excess of one of the following:

1. Hours worked in excess of the basic workday. Approved shifts of less than eight hours as posted on the work schedule will not incur overtime until a minimum of eight hours is worked.
2. Hours worked in excess of 40 hours in a workweek.

Overtime must be approved by your manager or designee in advance, except in emergencies where required by patient care or other exigent circumstances. Emergency overtime must be approved in advance when feasible or on the next regular workday when advance approval is not feasible.

D. Rest Periods: One 15-minute rest period shall be allowed during each four-hour period of employment. Managers and Nurses shall be responsible for working together to arrange suitable rest periods. Nurses must notify their manager if they are unable to take their rest break due to patient care needs so their managers or their designee can ensure they get their rest period as soon as possible.

E. Meal Period. Nurses scheduled for a shift of 6 hours or more must take a meal period of 30 uninterrupted minutes. During the meal period, Nurses are relieved of duty and must use a badge reader or computer to clock in/out in real time for their meal periods at the clock closest to their work area.

Managers and Nurses shall be responsible for working together to arrange suitable meal periods. Meal Periods shall be scheduled so they can be taken without interruption. Managers or designee shall schedule nurses' meal periods and provide relief as necessary. Nurses who are unable to take a meal period as a result of patient load shall be paid for the time worked. Nurses are expected to take their scheduled meal period, except in emergency situations. This requires Nurses to manage their workload and communicate with their Managers or designee to ensure the meal period can be taken. Meal periods may be scheduled taken between the third and ninth hour worked, depending on the length of the shift and the needs of the department.

F. Minimum Shift Pay: Nurses shall be paid a minimum of three hours' pay for each shift worked unless the nurse volunteers to take the time off without pay.

G. Notice for Low Census: During periods of low-census, the Hospital shall notify ~~N~~nurses that they are not needed for a scheduled shift no later than two hours prior to the nurse's scheduled shift. A reasonable effort by the Hospital would include an attempt to contact the Nurse by telephone or text at up to two telephone numbers listed by the nurse.

If the Hospital has not notified the nurse that they are not needed for their schedule and they show up for work, they shall be offered the opportunity to work for a minimum of three hours. A nurse may elect to forego this work opportunity and take the time off with (utilizing APL) or without pay. When the Hospital has made a reasonable effort to notify the nurse in advance of the shift not to report, the three-hour minimum shall not apply.

H. Low Census: When patient census and acuity create a need to reduce nurse staffing after the schedule has been posted, individual ~~N~~nurses will be subject to low census pursuant to the following procedures. In the application of the factors described below relating to low-census decisions, the primary considerations shall be the maintenance, at all times, of safe patient care, continuity of care by the ~~N~~nurse currently assigned to such activities, and the maintenance of adequate nursing staff to serve Hospital patients. The appropriate mix of skill sets, certifications required to care for the immediate patient census and continuity of nursing care will be evaluated and determined by Hospital supervisors/manager/charge nurse.

Low census may occur for a portion of a scheduled shift (including a decision to delay the start time of a previously scheduled nurse) or for the entire scheduled shift. A delayed start may be used only once per ~~N~~nurse, per scheduled shift, and shall count in the low-census rotation. As

long as the criteria described in the paragraph above have been met, nurses shall be selected for low census in the following order:

1. Agency/travelers (within the limits of their contract with the Hospital) Agency nurses will float to other units prior to bargaining unit Nurses if the agency contract so permits. (Note: the Hospital agrees that it will seek to include low census and floating of agency/travelers in its contracts with agency/travelers.)
2. Nurses working at premium pay (for example, 1.5x)
3. Volunteers who are scheduled for an extra shift that would be compensated at straight time (beyond budgeted hours)
4. All other volunteers
5. Nurses scheduled for an extra shift that would be compensated at straight time (beyond budgeted hours)
6. On-call Nurses
7. All other nurses assigned to the unit that day (including Legacy Resource Pool Nurses)

The ~~N~~nurse selected for the "low census" (which includes delayed starts and non-scheduled standby) within the groups described above shall be the nurse on the shift who has the lowest percentage of low census in the last rolling calendar year (as described in Legacy policy; see 900.4913 – Simplicity Guidelines -- Staffing). All efforts will be made to "cap" mandatory low census at no more than one shift per pay period per Nurse (excluding On-call Nurses). Once a Nurse is involuntarily low-censused for a shift, regardless of low-census percentage, the Nurse would not be low-censused again until all staff within the department and shift are low-censused once within that pay period.

The Hospital has the option of assigning the ~~N~~nurse to be on standby when the nurse has been selected for low census. Except in the Family Birth Center ("FBC"), the Hospital may assign a maximum of two Nurses to standby per unit. Except in FBC, if additional Nurses are low censused in that unit, the additional Nurses may be placed in standby only through mutual agreement between Nurse and the Hospital. If a ~~N~~nurse is placed on standby, they will be paid the standby rate of pay for the time spent on standby. If the nurse is not placed on standby, they will not be required to remain available for call back.

J. Floating. Except for the ICU, Traveler/Agency Nurses shall not displace part-time or full-time Nurses assigned to work a scheduled straight-time shift, unless the Nurse ~~had a~~ volunteers to float. A Nurse who is regularly assigned to one (1) department may be asked to

volunteer to float (defined as: going to another department and being assigned patient(s)) to any other department for which they have the required competency. Every reasonable effort shall be made to limit a nurse to only one (1) float assignment per shift. Float Nurses shall be floated prior to any floating of regularly scheduled department Nurses, as long as the qualifications, competencies and orientation to the physical environment to perform the work required.

I. Mandatory Departmental Nursing Staff Meetings: Nurses on a day off or working night shift shall be compensated at the rate of one-and-one-half times the regular rate for time attending mandatory departmental nursing staff meetings. Nurse Managers will schedule each departmental meeting for their department. Nurses who are scheduled to work on the day of a required staff meeting or otherwise excused, will read the minutes for that staff meeting within ten days for the purpose of meeting the required attendance rule.

J. Standby: Each department shall maintain a voluntary standby list for high census days. Nurses who sign up for voluntary standby shall be the first Nurses contacted if the Hospital needs additional staff. Surgical Services Nurses shall be required to perform surgical services call time. Surgical services call time shall begin when the nurse is expected to be available by phone. All other nurses shall not be required to perform standby duties except when called off due to low census and placed on standby pursuant to Section H of this Article.

K. Scheduling Procedure: The Hospital shall first schedule all full and part-time nurses on the regular schedule. Full-time, part-time, and on-call nurses may then declare their availability. Extra available shifts shall be distributed to all those Nurses interested in an equitable fashion in each respective department, provided that any shifts with the potential to result in overtime or premium pay will be scheduled last.

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M. Pay for Call Worked: Nurses on standby (scheduled or unscheduled), in addition to their standby pay, shall receive time and a half their regular rate of pay for call worked (defined as time worked when called back from standby). Call Worked begins when the Nurse reports to the Hospital, ready for work. If a Nurse is called into work from standby, they will receive a minimum of three (3) hours pay regardless of hours worked.

N. Scheduling: The Hospital shall schedule all full and part-time nurses for periods of at least six weeks. The schedule will be posted at least four weeks before it goes into effect. The Hospital may post a schedule for a longer period, and may post it further in advance, after providing prior

written notice to the Association. Once posted, schedules may not be changed except by mutual consent of the nurse and the Hospital.

M.L. Notice for Absences: Nurses are expected to provide advance notice of any absences as soon as possible, but no later than at least two hours prior to the start of the scheduled shift.

N.M. Weekend Work: For work on the weekend, the Hospital will make aan-reasonable effort to have Nurses who work 12-hour shifts work no more than every third weekend. Any nurse who is required to work more than every other weekend shall be paid one-and-a-half times their regular rate of pay for all weekend hours worked outside of their normal rotation (note, however, that this premium pay will not apply if the change in required weekend rotation is due to holiday scheduling.) The weekend is defined as beginning at 2300 on Friday and ending at 2330 on Sunday. Weekend differential is paid based on the majority of hours worked within that time-frame, and is paid only for hours worked. Nurses may volunteer for more weekend shifts than are required. Volunteers will not receive one-and-a-half times ($1\frac{1}{2}x$) their regular rate of pay, unless as required by Legacy policy.

O.N. No Pyramiding: There shall be no pyramiding of one and one-half or greater premiums. No pyramiding means that once one hour has been deemed payable under one premium it may not be counted again in determining whether such a premium should be paid for any other hour.

~~P. Legacy Shift Incentive (LSI): Nurses in the bargaining unit are eligible to receive LSI or other shift incentive in accordance with Legacy policy applicable to non-bargaining unit nurses (see 500.201 — Pay Practices Supplementing Base Salary).~~

ARTICLE 12 - HEALTH AND WELFARE/RETIREMENT

A. Health and Welfare: The Hospital will provide health and welfare benefits to bargaining unit nurses under the same plan(s) as are available to similarly-situated non-bargaining unit nurses. Full-time and part-time nurses electing to participate in the Legacy Benefit program will be subject to the same premium rates and Employer contribution for these programs as similarly situated full-time and part-time non-represented nurses. Hospital may change to a different program only after providing the Association at least 45 days prior notice of the proposed change and an opportunity to discuss such change. Any changes in insurance coverage during

1 this Agreement shall be no different for the bargaining unit than changes for non-bargaining unit
2 nurses of the Hospital.

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4 B. Retirement Program: The Hospital agrees to provide the same retirement benefits to
5 bargaining unit nurses as it provides to similarly-situated full-time and part-time non-represented
6 nurses. The Hospital may change the current retirement programs after providing the
7 Association at least 45 days prior notice of the proposed change and an opportunity to discuss
8 such change. Any changes in retirement benefits during this Agreement shall be no different for
9 the bargaining unit than changes for similarly-situated non-bargaining unit nurses of the
10 Hospital.

ARTICLE 16 - PROFESSIONAL DEVELOPMENT AND EDUCATION

The Hospital strives for excellence through continuous improvement efforts. The Hospital seeks and supports educational opportunities for the nursing department recognizing that knowledge is power and the key to change.

In order to meet and exceed the standards of patient care, the Hospital requires specific national certifications or required courses. The Hospital will pay for fees and/or expenses of mandatory education, which may include mileage reimbursement and/or travel time, in accordance with Legacy policy. See Policy 00.57 Professional Development & Business Travel Approval Policy.

A. Paid Educational Time – Conference/Seminar: The Hospital supports professional nursing skills development through opportunities to participate in seminar and workshop experience.

B. Paid Educational Time shall be provided in accordance with Legacy policy applicable to similarly-situated non-bargaining unit nurses.

C. Paid Educational Time is subject to administrative approval. Criteria for approval of educational requests are based primarily on relevance to current job description.

D. Certification. The Hospital recognizes the professional dedication and quality focus required to achieve and maintain specialty certification. Nurses who have obtained recognized specialty certifications shall be paid certification pay in accordance with Legacy policy. ~~(note: this refers to the 2020 Specialty Certification Bonus Program (except that Wound Care Certification will be added for any nurse for whom the certification is not required for the nurse's position), and which will be continued for each year of this Agreement. The certifications recognized for Legacy Silverton nurses under the 2020 Specialty Certification Bonus Program are attached hereto as Addendum No. 1 "2021 Approved Certifications for Legacy Certification Bonus." Nurses are encouraged to review the entire list of certifications approved each year by the Nurse Executive Council.~~