PROFESSIONAL AGREEMENT

between

OREGON NURSES ASSOCIATION

and

LEGACY SILVERTON MEDICAL CENTER

April 1, 2018-January 5, 2017
through
March 31, 2021-2018
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AGREEEMENT

This Agreement is between the Oregon Nurses Association, hereinafter called "Association," and Legacy Silverton Medical Center, Silverton, Oregon, hereinafter called "Hospital" or "Employer."

PREAMBLE

The parties enter into this Agreement to secure and preserve the rendition of uninterrupted patient care in an atmosphere of harmony between the Hospital management and the Nurses employed by it; this Agreement is entered into this January 5, 2017 [insert date] and to remain in effect until the anniversary date of March 31, 2021 and from year to year thereafter until the Association or Hospital modifies or terminates this Agreement by giving the other party notice in writing of its intention to do so not less than 90 days prior to the above expiration date or of every succeeding March 31 anniversary date thereafter.

The Association and the Nurses relinquish the exercise of the right to strike and to use any other measures such as walk out, sympathy strike, picketing, slowdown or work stoppage of any nature. The Hospital, recognizing the Association's relinquishment of these rights, agrees to comply with all terms of this Agreement and agrees not to engage in any lockout of employees during the term of this Agreement.

ARTICLE 1 – DEFINITIONS

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

B. "Charge Nurse" is defined as a Registered Nurse who is designated by the unit nursing manager and has the responsibilities established in the "Charge Nurse job description" for a specific shift in a nursing unit. It is understood that the unit nursing manager may designate a relief charge nurse to carry out charge nurse assignments in the charge nurse’s absence, 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.

C. "Preceptor" is defined as a Registered Nurse who is designated by the unit nursing manager 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.

D. “Float Nurse” is defined as a Nurse (excluding resource) 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.

E. “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.

F. "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

G. "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.

H. “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.

I. “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. [Note: minimum of 24 shifts per year] 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 for the following contractual provisions: LSI, fringe benefits (health and welfare, APL). Eligibility for retirement shall be governed by the terms of the retirement plan.

J. "Anniversary date" of employment shall be the month and date on which employment began.

K. "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.

L. "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 forty-five (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 thirty (30) minutes of notification, and PACU nurses must be able to report within sixty (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.

M. "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 four (4) three (3) hours work/pay.

N. "Nurse Residents" is defined as a nurse within the 18 weeks of Legacy Nurse Residency Program. During the 18 weeks they are not included in the collective bargaining unit, but upon hire to a position at the end of the 18 weeks, they will be a Regular Nurse in this collective bargaining agreement.

O. "Multi-Disciplinary Nurse" is a nurse that works in more than one department or unit following the past practice of Silverton based resource nurses. This classification is different from the Legacy Float Pool primarily because they are only based at Silverton Hospital.

ARTICLE 2 – RECOGNITION

The Hospital recognizes the Association as the collective bargaining representative with respect to rates of pay, hours of pay, hours of work and other conditions of employment for the bargaining unit composed of General Duty Registered Nurses employed by the Hospital, excluding administrative
and supervisory personnel including but not limited to: clinical instructors, infection control, nurse health, discharge planners, case managers, and clinical coordinators.

The Hospital shall not assign bargaining unit nurses who are charge nurses supervisory functions, including but not limited to hire, transfer, suspend, layoff, recall, promote, discharge, reward or discipline, adjust grievances, independently evaluate other nurses or otherwise responsibly direct other employees with respect to their employment with the Hospital.

The recognition granted by this agreement is limited to the Hospital Facility and excludes all other present or future operations and/or joint ventures.

ARTICLE 3 – ASSOCIATION RIGHTS

A. Bulletin Boards: A space of 2 feet by 3 feet for an ONA bulletin board will be provided in each break room regularly utilized by bargaining unit nurses.

B. Employee Lists: The Hospital shall monthly furnish to the Association a current list of all bargaining unit nurses, including name, home address, employee identification number, phone number on record, hire date, pay rate, unit and classification.

C. Association Access to Hospital: Without interrupting normal Hospital work and patient care routine, duly authorized representatives of the Association shall be permitted at reasonable times on at least 24 hours prior written or emailed notice, or less, if 24 hours is not feasible, to the Employee Relations Consultant to enter the facilities operated by the Hospital for the purposes of transacting Association business and observing conditions under which nurses are employed. It is understood that Association business generally will be conducted outside patient care areas except where the ONA representative needs to observe activity in a patient care area. Association business must be conducted on Nurses’ non-work time.

D. New Hire Orientation: The Hospital agrees to provide fifteen (15) minutes for a representative of the Association to make a presentation during the orientation of new nurses on behalf of the Association for the purpose of identifying the organization’s representational status, facilities, and collecting membership applications. Such time will be a regularly-scheduled part of new employee orientation. It will take place at the Hospital and shall follow the system-wide new employee orientation. The Hospital will notify the Association of the date and time of new employee orientation at least two (2) weeks in advance.
E. **Paid time for investigatory or disciplinary meetings:** If a designated nurse representative or steward is working when requested to attend an investigatory or disciplinary meeting on behalf of another bargaining unit nurse, the Hospital shall provide the representative or steward paid time for the duration of the meeting with Hospital representative(s). No more than one representative or steward will be paid for any such meeting. A nurse representative or steward who comes in from time off to attend such meetings will not be paid for that time.

F. **New Positions:** The Hospital shall notify the Association of any/all new non-management positions created by the Hospital that require an RN. The notification shall include title, job description, unit/department, shift, compensation and benefits.

**ARTICLE 4 – MANAGEMENT RIGHTS**

The Association recognizes the Hospital’s right to operate and manage the Hospital.

Except as specifically limited herein, the Hospital shall control and supervise all operations including control and regulation of the use of all equipment and other property of the Hospital; and direct all working forces including selection, hire and promotion, assign nurses a specific job, discipline or discharge for just cause, layoff, demote or transfer nurses or relieve them from duty, maintain discipline and efficiency among its nurses subject to this Agreement and grievance procedure. The Hospital shall be the judge of the qualifications of all nurses. All matters not covered by the language of this agreement will be administered by the Hospital on a unilateral basis consistent with its policies and procedures.

**ARTICLE 5 – CORRECTIVE ACTION**

A. Nurses are expected to comply with Legacy Health policies for conduct and performance. Nurses are responsible for knowing the rules and standards for individual behavior and the Hospital is responsible for properly communicating those rules and standards.

B. Upon request, nurses will be permitted to access their own personnel file.

C. Corrective action can be based on a single incident, continued instances, and/or overall performance or conduct. Separate progressive corrective actions are not required for each issue or incident. Depending on the severity of the incident, any step, including termination, may be an appropriate first action. Progression through each of the action steps is not automatic or required. The Hospital shall have the right to suspend, discharge and discipline nurses for proper cause. Disciplinary action may include coaching.
documented verbal corrective action, written corrective action, final corrective action, suspension with or without pay, or termination. These forms of discipline will generally be used progressively, but the Hospital may bypass one or more of these disciplinary steps. Consistent with the principles of proper cause, the Hospital will consider the nature of the offense, the number of occurrences, and the time periods between offenses in determining the level of progressive discipline. Progression of disciplinary steps shall be applied consistently across all nurses.

D. All levels of corrective action shall be documented in writing. A nurse shall receive a copy of any corrective action written warning that is retained in the personnel file after signing the document indicating receipt of a copy.

E. Corrective Action Options

1. Coaching. The manager or supervisor meets with the nurse to describe the problem or issue and expectations. This discussion may be documented. The completed form should be retained in the unit file for the nurse as a reference if needed. Discussion notes are not corrective actions and are not sent to Human Resources to be placed in the nurse’s Human Resources file, and are not subject to the grievance procedure. A copy of the note is given to the nurse.

2. Documented Verbal Corrective Action. A corrective action discussion may be used following a specific incident or after a period of time during which conduct or performance does not meet expectations.

3. Written Corrective Action. This action can address either a specific incident that calls for immediate attention or an overall concern about performance or conduct that includes more than one issue or problem. Written Corrective Action is more serious than a Documented Verbal Corrective Action.

4. Final Corrective Action. Final Corrective Action may or may not be given before termination of employment. If it is given, it should clearly and concisely describe problem areas, performance expectations/standards, and necessary actions for the nurse to meet expectations. The Final Corrective Action states that termination will follow if a nurse does not correct the problem.

5. Suspension preceding Final Determination. Suspension may occur when safety or security concerns indicate that a nurse must be removed from the workplace, or when an investigation is needed. Suspension may occur with or without pay, depending on the nature of the concern or investigation.

6. Termination. Termination may occur when corrective action has not resulted in
sufficiently improved performance or conduct or when problems are of a serious nature.

7. As an alternative to the grievance procedure, a nurse subjected to discipline will be permitted to submit a letter of explanation to their personnel file and explain how the nurse believes a discipline is either inaccurate, fails to account for an important circumstance, or fails to meet the just cause standard.

**ARTICLE 6 – COMPENSATION**

A. The following are the minimum rates of pay for all Nurses employed under the terms of this Agreement.

| [see wage table proposal] |

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### Associate Degree in Nursing (ASN)

<table>
<thead>
<tr>
<th>1/5/2017</th>
<th>4% 1/1/17</th>
<th>4% 1/1/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>32.77</td>
<td>34.08</td>
</tr>
<tr>
<td>1 Year</td>
<td>33.74</td>
<td>35.09</td>
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<tr>
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<td>34.77</td>
<td>36.16</td>
</tr>
<tr>
<td>3 Years</td>
<td>35.70</td>
<td>37.13</td>
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<tr>
<td>4 Years</td>
<td>36.84</td>
<td>38.24</td>
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<tr>
<td>5 Years</td>
<td>38.03</td>
<td>39.65</td>
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<tr>
<td>6 Years</td>
<td>39.15</td>
<td>40.72</td>
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<tr>
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<td>40.71</td>
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<tr>
<td>8 Years</td>
<td>42.34</td>
<td>44.03</td>
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<tr>
<td>9 Years</td>
<td>43.82</td>
<td>45.62</td>
</tr>
<tr>
<td>10 Years</td>
<td>45.36</td>
<td>47.17</td>
</tr>
<tr>
<td>11 Years</td>
<td>46.94</td>
<td>48.82</td>
</tr>
<tr>
<td>12 Years</td>
<td>48.57</td>
<td>50.51</td>
</tr>
<tr>
<td>13 Years</td>
<td>49.78</td>
<td>51.77</td>
</tr>
</tbody>
</table>

### Bachelors of Science in Nursing (BSN)

<table>
<thead>
<tr>
<th>1/5/2017</th>
<th>4% 1/1/17</th>
<th>2% BSN 4/1/17</th>
<th>4% 1/1/18</th>
<th>4% Total BSN 3/4/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>32.77</td>
<td>34.08</td>
<td>34.76</td>
<td>35.44</td>
</tr>
<tr>
<td>1 Year</td>
<td>33.74</td>
<td>35.09</td>
<td>36.16</td>
<td>37.61</td>
</tr>
<tr>
<td>2 Years</td>
<td>34.77</td>
<td>36.16</td>
<td>38.68</td>
<td>40.11</td>
</tr>
<tr>
<td>3 Years</td>
<td>35.70</td>
<td>37.13</td>
<td>39.77</td>
<td>41.96</td>
</tr>
<tr>
<td>4 Years</td>
<td>36.84</td>
<td>38.31</td>
<td>40.98</td>
<td>43.04</td>
</tr>
<tr>
<td>5 Years</td>
<td>38.03</td>
<td>39.66</td>
<td>42.43</td>
<td>44.28</td>
</tr>
<tr>
<td>6 Years</td>
<td>39.15</td>
<td>40.72</td>
<td>43.19</td>
<td>45.91</td>
</tr>
<tr>
<td>7 Years</td>
<td>40.71</td>
<td>42.34</td>
<td>44.91</td>
<td>47.71</td>
</tr>
<tr>
<td>8 Years</td>
<td>42.34</td>
<td>44.03</td>
<td>46.74</td>
<td>48.71</td>
</tr>
<tr>
<td>9 Years</td>
<td>43.92</td>
<td>45.67</td>
<td>48.48</td>
<td>50.34</td>
</tr>
<tr>
<td>10 Years</td>
<td>45.36</td>
<td>47.17</td>
<td>49.12</td>
<td>51.04</td>
</tr>
<tr>
<td>11 Years</td>
<td>46.94</td>
<td>48.82</td>
<td>51.79</td>
<td>53.79</td>
</tr>
</tbody>
</table>
The parties agree that effective the pay period that includes January 1, 2017, or upon the first pay period that includes the date of ratification, whichever is later, any nurse impacted by the step freeze in 2013 will have their step adjusted to remove the impact of the step freeze moving forward.

B. Effective the pay period that includes April 1, 2018, or upon the first pay period that includes the date of ratification, whichever is later, all applicable employees will be moved to newly added steps.

Effective the pay period that includes January 1, 2019, or upon the first pay period that includes the date of ratification, whichever is later, increase current base rates of pay by 6%.

Effective the pay period that includes January 1, 2020, increase base rates of pay by 4%.

Effective the pay period that includes January 1, 2021, increase base rates of pay by 4%.

C. Credit for prior experience: A newly hired nurse may be hired at any Step, but not less than the Step number that corresponds with the number of years of the nurse’s related experience as a nurse employee of an accredited hospital(s) or doing similar direct care work to the current position during the immediately preceding five (5) years. A year of experience under this section is at least 1000 hours of related work. The Hospital may, in its discretion, place a newly hired experienced
nurse at a higher step rate of pay for other additional prior experience they would also like to consider.

D. Appealing Step Placement: If a new or existing nurse believes they were not awarded the correct number of years experience for prior work they may appeal to the Hospital for a Step Adjustment Increase. ONA representatives will be allowed to assist and represent nurses in the appeals process. The Hospital will endeavor to properly credit all nurses for their prior experience. At the Hospitals discretion they may increase (not decrease) an employee's step level due to an appeals decision.

Effective the pay period that includes April 1, 2017, differentials and premium rates of pay shall be as follows:

<table>
<thead>
<tr>
<th>Shift Differentials:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Evening Shift (3:00 PM-11:00 PM)</td>
<td>$3.00 $2.45</td>
</tr>
<tr>
<td>Night Shift (11:00 PM-7:00 AM)</td>
<td>$5.75</td>
</tr>
<tr>
<td>Charge Nurse</td>
<td>6%</td>
</tr>
<tr>
<td>Standby</td>
<td></td>
</tr>
<tr>
<td>Non-Holidays</td>
<td>$4.00</td>
</tr>
<tr>
<td>Holidays</td>
<td>$7.00</td>
</tr>
<tr>
<td>Weekend</td>
<td>$2.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Differentials:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Preceptor</td>
<td>$2.50</td>
</tr>
<tr>
<td>Float Nurse Premium</td>
<td>$3.00</td>
</tr>
<tr>
<td>RNFA</td>
<td>20%</td>
</tr>
<tr>
<td>NeoNatal Resuscitation Specialist (NRS)</td>
<td>6%</td>
</tr>
<tr>
<td>Bilingual Nursing Specialty</td>
<td>6%</td>
</tr>
<tr>
<td>Rapid Response</td>
<td>6%</td>
</tr>
<tr>
<td>Code Nurse</td>
<td>6%</td>
</tr>
<tr>
<td>Multi-Disciplinary Nurse</td>
<td>$5.00</td>
</tr>
</tbody>
</table>
B. Nurses will receive one shift differential (in addition to other differentials) 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.

C. A nurse shall receive a larger night shift differential for remaining on night shift for
additional years of experience and commitment, commensurate with these amounts: 15% for 4-7
years, 17.5% for 8-10 years, and 20% for 10 years or more.

The charge nurse differential is paid for the hours for which the nurse has charge responsibilities.

The preceptor differential is paid for the hours in which the nurse is precepting another nurse.

C. 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.

D. 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.

E. 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.

ARTICLE 7 – ANNUAL PAID LEAVE

A. Effective the pay period that includes January 1, 2017, Full-time Nurses and
Part-Time Nurses will earn and may use Annual Paid Leave (APL) in accordance with Legacy

\[\text{BSN} \quad \text{Effective 4/1/17: 2\%} \quad \text{Effective 3/1/18: 4\% total}\]
\[\text{MSN}^1 \quad \text{Effective 4/1/17: 3\%} \quad \text{Effective 3/1/18: 6\% total}\]

\(^1\) Nurses with MSN are not eligible for BSN differential.
policy applicable to similarly-situated non-bargaining unit employees unless otherwise noted in this Agreement (Note: this refers to the APL Policy in effect as of the date of ratification of this Agreement).

A. B. APL shall accrue during scheduled standby.

C. Effective the pay period that includes January 1, 2019, the APL accrual rates are as follows:

<table>
<thead>
<tr>
<th>Months of Service</th>
<th>Accrual Rate</th>
<th>Maximum Annual Accrual</th>
<th>Maximum APL Bank</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-60</td>
<td>0.1154</td>
<td>240</td>
<td>480</td>
</tr>
<tr>
<td>61-120</td>
<td>0.1385</td>
<td>280</td>
<td>480</td>
</tr>
<tr>
<td>121-180</td>
<td>0.1616</td>
<td>296</td>
<td>480</td>
</tr>
<tr>
<td>181-240</td>
<td>0.1709</td>
<td>304</td>
<td>480</td>
</tr>
<tr>
<td>241-above</td>
<td>0.1800</td>
<td>315</td>
<td>480</td>
</tr>
</tbody>
</table>

(Article 8 - Holidays)

A. The following holidays shall be recognized and celebrated on the legal day within the state: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day.
B. It is agreed that holiday work will be rotated by the Hospital as equitably as possible and that a nurse who is required to work on a holiday shall receive time and one-half at their normal rate of pay. In addition, the following days shall be rotated in the department as equitably as possible; day after Thanksgiving, Christmas Eve, New Year’s Eve, Easter, Mother’s Day, and Father’s Day, but nurses shall not be entitled to time and one-half (1 ½) for working these days.

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 (8), ten (10) or twelve (12) hours.

The Hospital and an individual Nurse may mutually agree to workdays other than eight (8), ten (10) or twelve (12) hours. Such agreement shall be in writing. The Hospital reserves the right to cancel such agreements by giving written notice of at least thirty (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 8-hour position may be considered if staffing needs can be accommodated. Nurses with 25 years of service and/or over 58 years of age shall be allowed an eight hour workday by request of the nurse.

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 8 hours as posted on the work schedule will not incur overtime until a minimum of 8 hours is worked.

2. Hours worked in excess of the nurse’s basic 40 hours in a workweek (24, 36, 40, etc).

Overtime must be approved by your manager or designee in advance, except in emergencies. Emergency overtime must be approved on the next regular workday.

D. One 15-minute rest period shall be allowed during each four-hour period of employment.

E.D. Notice for Low Census: Whenever possible in the assignment of low census days, the Hospital shall notify nurses that they are not needed for a scheduled shift no later than two (2)
hours prior to the nurse's scheduled shift. A reasonable effort by the Hospital would include an attempt to contact the Nurse by telephone at up to two telephone numbers listed by the nurse.

If the Hospital has not notified the nurse that they is not needed for their schedule and they show up for work, they shall be offered the opportunity to work for a minimum of four (4) hours. A nurse may elect to forego this work opportunity and take the time off with (utilizing APL) or without pay. The three-hour minimum shall not apply if the Hospital has made a reasonable effort to notify the Nurse in advance not to report for work on that shift.

F. Minimum Shift: Nurses shall be paid a minimum of four (4) hours' pay for each shift worked unless the nurse volunteers to take the time off without pay.

G. 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. It is the nurse's responsibility to manage her time so that the scheduled meal period can be taken except in emergency situations.

H. Low Census: When patient census and acuity create a need to reduce nurse staffing after the schedule has been posted, individual 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 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 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/traveler (within the limits of their contract with the Hospital). Agency nurses will also 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, 1.4x, 1.5x, etc.)

3. Volunteers

4. Nurses scheduled for an extra shift that would be compensated at straight time (beyond
budgeted hours)

4.5. Legacy Resource Pool Nurses

5.6. On-call Nurses

6.7. All other nurses assigned to the unit that day (including Legacy Resource Pool Nurses and MultiDisciplinary Nurses, where every attempt will be made to float to other units prior to a regular nurse being low censused)

The 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 twelve pay periods (as described in Legacy policy). All efforts will be made to "cap" mandatory low census at no more than one shift per pay period per Nurse.

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 is low censused once within that pay period (one shift cap does not apply to On Call Nurses).

The Hospital has the option of assigning the nurse to be on standby when the nurse has been selected for low census. If a 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.

I. Mandatory Departmental 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. All other nurses shall not be required to perform standby duties except when placed on standby called off due to low census pursuant to Section 4 of this Article. Standby time shall begin when a nurse is expected to be available by phone.

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.

L. **Bumping Per Diem:** Bargaining unit Nurses shall have the right to bump a per diem
agency nurse off the work schedule up to four hours prior to the beginning of the shift. The Nurse
who bumps a per diem agency nurse shall be receive LSI, if eligible.

M. **Pay for Call Worked:** Nurses on standby (scheduled or unscheduled), in addition to
their standby pay, shall receive time and a half (two times (2X) for surgical services) 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 four (4) 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 four weeks. The schedule will be posted at least four (4) two 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. **By request, nurses in a single
unit/unit/department shall be allowed to vote for the number of weeks in advance they want the
schedule provided for holidays. The schedule will be provided by the number of weeks in advance
the nurses choose.**

O. **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.

P. **Weekend Work:** For work on the weekend, the Hospital will make an 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.

Q. **There shall be no pyramiding of one and one-half (1 ½) 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.

R. Legacy Shift Incentive (LSI). Nurses in the bargaining unit are eligible to receive LSI in accordance with Legacy policy applicable to non-bargaining unit nurses within 7 days of the shift start time. The following time allocations will count toward meeting the budgeted hours requirement: Regular worked time, Overtime, Holiday worked time, Call-worked time, hours Cancelled due to low census (AFN/AFP), Education, Orientation, Meeting, Jury Duty, Bereavement, and APL.

LSI shall follow Legacy policy unless noted otherwise here (Note: this refers to the LSI Policy in effect as of the date of ratification of this Agreement).

1. Legacy Silverton nurses shall receive LSI at 1.9 based on your basic workweek. Casual Nurses shall receive LSI at 1.4.
2. There shall be no minimum shift length to receive LSI
3. Even when the employee is called in from stand-by status for LSI, they shall still be eligible for for LSI.
4. On Call nurses shall receive LSI for shifts with less than 48 hours notice.
5. When more than one nurse requests available LSI shifts the shifts shall be given out in a fair and equal manner.

ARTICLE 9A – BREAKS AND RELIEF NURSES

Meals and Breaks
A. The Hospital, the Association and bargaining unit nurses have a mutual interest in nurses taking their meal and rest breaks. The parties agree that providing breaks is the Hospital’s responsibility and taking breaks when scheduled or asked to do so is the nurse’s responsibility.

B. Employees are entitled to a non-duty, unpaid meal period of one-half (1/2) hour during each workday. Meal periods will be assigned as necessary in the course of making shift assignments. Employees required to be on duty during a meal period will be compensated.

C. Employees shall be provided a fifteen (15) minute rest period for each four (4) hours worked. Whenever possible, employees will be allowed to take their rest periods away from the immediate work area. Employees may take fifteen minute rest periods in combination with other fifteen minute rest periods and/or 30 minute meal periods at their own choosing. Relief nurses shall be made available for this purpose as well.

D. Rest rooms, locked cabinets, lockers, and small refrigerators are to be provided by the
E. The Hospital will provide directions and assurances to newly hired bargaining unit
nurses at new employee orientation and to the remainder of the bargaining unit within 90
days of ratification of this agreement regarding the procedures to be followed for
recording their missed breaks, including an assurance that nurses will not suffer adverse
repercussions for recording missed breaks.

F. Nurses who experience issues with successfully taking their meal and rest breaks will,
as soon as possible (include before missing the meal or rest break, if possible) report
these issues to the individuals who have authority to intervene and assist (for example,
charge nurse or manager).

Break Relief Nurses

A. Effective within 60 days of ratification, the Hospital will commit to assigning to each unit
or cluster, as defined below, a Break Relief Nurse for the purposes of rest and meal
breaks. Break Relief Nurses will relieve nurses with permanent patient assignments for
rest and meal breaks. Break Relief nurses will not have permanent patient assignments.

Units are defined as:

- Med Surg/ICU/STEPS
- ED
- Surgery/ENDO
- Short Stay/PACU
- Family Birth Unit

B. Hospital agrees to work on level loading in Med Surg, PACU/Short Stay, and Surgery for
the purpose of breaks. Break coverage in all units will be assessed quarterly in Labor
Management meetings.

C. Any nurse performing the role of Break Relief Nurse shall receive a three dollar ($3.00)
per hour differential over the base wages.

D. Hiring of Break Relief Nurses shall follow the hiring procedures of this Agreement.

ARTICLE 9B – STAFFING

A. Concerns. Nurses are encouraged to raise any staffing concerns, without fear of
retaliation. For specific staffing concerns, the Hospital will make available a form that is mutually-
agreeable to the Hospital and the Association. Nurses will leave completed forms in a designated
place, and the Hospital will not discourage the reporting, documentation and submission of such
forms. A copy of such reports received by the Hospital will be provided to the Association, a
member of the PNCC designated by the Association, and the appropriate unit manager.

B. The Hospital Staffing Plan.

1. The Hospital is required under ORS 441.162 and OAR 333-510-0110 and
any subsequent versions, to maintain a written hospital-wide staffing plan for nursing
services, which clearly delineates the decision-making tools and techniques for each unit
to determine its appropriate staffing:

2. The plan must generally be developed, monitored, evaluated and modified by a
hospital nurse staffing plan committee ("the Hospital Staffing Plan Committee").

C. The Hospital Staffing Plan Committee. The parties acknowledge the legal requirements set
forth in ORS 441.154 and OAR 333-510-0105, including its enforcement mechanisms.

The parties agree to the following specific contractual provisions:

1. The Hospital Staffing Plan Committee will be comprised of an equal number of
Hospital nurse managers and direct care registered nurses as its exclusive
membership for decision-making. Hospital Staffing Plan Committee meetings are open to
any observer from the direct care nursing staff (including a liaison from the Professional
Nursing Care Committee and/or an Association Representative) upon advance request to
the Hospital Staffing Plan Committee Co-Chairs;

2. Direct care registered nurse representatives will be selected by the direct care
nurses, through a process determined by the Association's bargaining unit. Any regular
full-time or part-time direct care nurse with a minimum of two years of nursing service is
permitted to serve on the Hospital Staffing Plan Committee provided that the nurse has
worked as a Registered Nurse for at least one (1) year in his/her current area of practice
on his/her unit, and has worked at least two (2) years at the Hospital as a
Registered Nurse. Notice of vacancies on the committee and the time frame for
nomination and selection will be provided to the Association, at the time of the vacancy.

3. Term or time on the Hospital Staffing Plan Committee will be one year and will
include members as set by the Hospital Staffing Plan Committee, and will include
rotational terms and the ability of nurses to serve multiple terms. One direct care
registered nurse representative will serve as the committee co-chair, and one direct care registered nurse representative will serve as the alternate co-chair. New direct care registered nurse representatives will receive no less than two paid hours of orientation, which may take place at the last committee meeting of the year, before beginning their terms on the committee.

4. The decision-making process for the Hospital Staffing Plan Committee will generally be by consensus.

5. The Hospital has defined the following specialty areas and will include at least one direct care registered nurse from the following specialty areas on the Hospital Staffing Plan Committee (subject to change upon the consensus of the Hospital Staffing Plan Committee):

   (a) Med Surg
   (b) STEPS
   (c) Short Stay/PACU/Surgery
   (d) Family Birth Center
   (e) Emergency Department
   (f) ICU

6. Any nurse or nurses desiring staffing changes on their unit will meet with the unit manager and/or their nurse representative to the Hospital Staffing Plan Committee to discuss such requested changes. If the issues leading to the requested changes remain unresolved, a nurse or nurses may bring those concerns to the attention of the Hospital Staffing Plan Committee.

7. Meetings.

   (a) The meetings of the Hospital Staffing Plan Committee will be co-chaired by one direct care registered nurse and one nurse manager.

   (b) The Hospital Staffing Plan Committee will determine how often it needs to meet to achieve its duties, but the Committee will endeavor to meet at least quarterly.

   (c) The members of the Hospital Staffing Plan Committee will be paid for the time spent during meetings, preparation and follow-up time.

   (d) Minutes of the meetings will be taken and will be available for review by all nurses on
the Legacy Silverton nurse’s website within a month following the meeting.

(e) The annual schedule for meetings will be set in advance, including a calendar of plan approval dates set in January or February of each year, and available for review by nurses on the Legacy Silverton Nursing website.

(f) The names of the members of the Hospital Staffing Plan Committee and their respective units to be represented will be communicated to the nurses on the Legacy Silverton Nursing website.

(g) Nurses and/or representatives of the Association may request time on the agenda at the Hospital Staffing Plan Committee to raise issues or concerns.

(h) The Hospital Staffing Plan Committee will be asked to develop a plan to educate nurses on its role and responsibilities.

ARTICLE 10 - EMPLOYMENT STATUS

A. A Nurse employed by the Hospital shall not become a regular employee until they have been continuously employed for a period of three (3) months except those employees employed on a temporary basis under Article 11 to cover a leave of absence.

B. All Nurses regularly employed shall give the Hospital not less than fourteen (14) calendar days’ written notice of intended resignation.

C. The Hospital shall give nurses regularly employed fourteen calendar days written notice of termination of employment; or, if less notice shall be given, then the difference between the number of days’ notice given and the number of working days of advance notice herein required shall be paid to the nurse at their regular rate of pay; provided, however, that no such advance notice or pay in lieu thereof shall be required for nurses who are discharged for just cause.

D. A nurse shall receive a copy of any written warning that is retained in the personnel file after signing the document indicating receipt of a copy.

E. Promotion, Transfer, Filling of posted job openings: all qualified internal applicants shall be considered by the hiring manager in consultation with Employment Services prior to filling a position.
When a position is filled with an internal applicant the hiring manager shall document the selection process. When skill and ability are reasonably equal as determined by the hiring manager, the position shall be awarded on the basis of seniority using hours worked as the determining factor.

**E.** All positions shall be posted five days prior to the filing of a vacancy. Postings shall list if they are day shift, night shift, or variable shift. Variable shift is defined as a position that alternates between day and night shift at least once per three months. Cross-training assignments are not considered a position or a vacancy subject to this article. The Hospital may post notices describing possible cross training opportunities; however, such notice will be posted with the understanding that it does not refer to a vacant position subject to the posting requirements of this article.

**F.** Notwithstanding the foregoing, the Hospital may temporarily schedule nurse residents onto a day or night shift based on operational needs for the duration of the 18 week residency. Should a vacancy exist, it will be posted according to the provisions of this article and nurse residents shall be eligible to apply as internal applicants, with the duration of their residency counted as seniority.

**G.** “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 or nurse resident, but excluding standby hours, and hours employed outside the bargaining unit (except nurse residents). Paid hours also include APL and grandfathered EIB.

1. **Loss of Seniority:** A Nurse shall lose all seniority rights for any of the following reasons: Termination, voluntary resignation, or retirement, unless reemployed to a position covered by this Agreement within twelve (12) months from the date of termination, resignation or retirement. A nurse shall also lose seniority rights after twelve consecutive months on layoff status.

2. **Service outside the bargaining unit:** When a Nurse covered by this Agreement who, without a break in employment by the Hospital, enters non-bargaining unit employment that is not covered by this Agreement and returns to a bargaining unit position, shall retain all previously earned seniority under this Agreement. Reinstatement of previously accrued seniority will not apply until after the non-bargaining unit nurse’s return to the bargaining unit. A Nurse who returns to the bargaining unit will resume accrual of seniority once returned to the bargaining unit position, shall maintain their APL accrual rate and a wage that is no less than their previously existing wage step under this Agreement.

3. **Seniority Reinstatement:** A bargaining unit Nurse who terminates from
employment from Silverton Hospital and is rehired to a position covered by the Agreement within twelve (12) months will (a) be returned to a wage no lower than the previously paid wage and (b) will have their seniority reinstated.

4. Layoff or Workforce Reorganization: The Hospital retains the right to determine whether a permanent or prolonged reduction in or restructuring of personnel is necessary, the timing of such reduction or restructuring, the number of FTEs to be affected, and in which departments a layoff and/or restructuring will occur.

a. If the Hospital determines that a layoff in personnel or a restructuring is necessary, Nurses shall be laid off in the following order: (1) Nurse(s) within the affected unit who volunteer for layoff (2) in order of seniority (inverse order) within the affected shift and unit (for purposes of this section only, nurses whose start time is within two hours of the start time of the impacted shift will be considered to be on the same “shift”) (3) affected Nurses to be laid off may then choose to bump either the least senior nurse within the same nursing unit or the least senior nurse in the Hospital, if the Nurse is qualified to meet the unit-specific competency standards after no more than one week of orientation. Any nurse who is displaced under this paragraph will have the option of accepting any vacant position for which she is qualified in accordance with the following paragraph, or be placed on the recall list.

b. Open Positions: If there are any open bargaining unit position(s) at the time a layoff is announced, the position shall be posted in accordance with Section (FG) in this Article. If the position remains vacant after five days, the position shall be made available to nurses facing layoff.

5. Recall: Nurses shall be recalled in seniority order. The Hospital shall offer all open and available bargaining unit positions to nurses on recall for which they are qualified if such positions remain open after the regular posting period provided for in Section 10(G). Nurses on recall may refuse positions offered if the position is on a shift that is different from the nurse’s assigned shift at the time of layoff. Nurses shall have one right of refusal. Upon return, a recalled nurse will retain seniority, step wage and benefit accrual level in effect at the time of layoff. A nurse on the recall list may elect to work as an on call nurse for a period of up to 90 days without having that work impact her position on the recall list. Notice of this election must be made to the Hospital within ten (10) days of the notice of layoff. After expiration of the 90-day period, the displaced nurse may elect reclassification to on call status and will be removed from the recall list. Pursuant to Article 10, Section H(1), any recall rights expire twelve months after layoff.

6. Notice: The Hospital shall provide the Association and affected nurse(s) with
at least twenty (20) calendar days’ notice prior to a layoff or provide three weeks’ pay to
the affected nurse(s).

a. Workforce Reorganization: The provisions of this section shall apply in
the event of a work force reorganization that does not involve layoffs.

A workforce reorganization shall include staffing changes resulting
from a merger or consolidation of two or more units, increases or
decreases in FTE status among bargaining unit members, and
changes of positions within a seniority pool.

2-8. Performance of Remaining Work: The work remaining after a workforce
reduction shall be performed by currently employed nurses until the Hospital determines
that recall shall be initiated. The Hospital may employ laid off Nurses who retain recall
rights as On-Call Nurses to perform available work, and such laid off nurses who have
indicated their availability to perform this work will be offered it before the work is offered
to temporary, Resource Pool or contracted nurses. The foregoing section shall not apply
to laid-off nurses who do not retain recall rights.

8.9. Severance Pay: The parties agree that bargaining unit nurses may
participate in Legacy’s Employee Transition Policy under the same conditions as nurses
in the same or similar classifications at other hospitals within the system. Any nurse who
elects to participate in Legacy’s Employee Transition Policy will waive any recall rights
they may have under this Article 9 and any recall or internal applicant status rights they
may have under this Article 10.

ARTICLE 11 - LEAVES OF ABSENCE

It is the intent of the Hospital to comply with all applicable federal and state laws regarding leaves
of absence. Leaves of absence shall be provided in accordance with Legacy policy applicable to
similarly-situated non-bargaining unit nurses.

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

C. Significant Changes to Health Insurance or Retirement Programs. If in a single calendar year the Hospital proposes changes that will result in a significant change to either the Health Insurance or Retirement Programs, the Hospital agrees that it will provide the Association with at least 45 days’ notice of the proposed changes and will bargain over the changes upon request during that 45-day period. During the 45-day period of bargaining, the no strike provisions contained in the Preamble of this Agreement will be temporarily suspended. For purposes of this provision, “significant change” means any change that will result in a 30% decrease in the overall actuarial value of the plan. The parties agree that this paragraph will automatically sunset upon expiration of the 2017-2018 collective bargaining agreement.

ARTICLE 13 - GRIEVANCE PROCEDURE

A. A grievance is defined as any allegation that the Hospital has breached one or more provisions of this agreement.

B. Step One: A grievance shall first be presented to the Nurse Manager in writing within fourteen (14) days of the occurrence or the date the Nurse should reasonably have knowledge of it. In the case of an Association grievance, such grievance must be filed in writing within 14 calendar days of the date the Association should reasonably have knowledge of it. The Nurse Manager will have five (5) days to set up a meeting to discuss the matter and fourteen (14) days to respond in writing to the complaint, dispute, or difference.

C. Association grievance may be submitted according to paragraph (C) (1).

1. Step Two: If dissatisfied with the decision of the Nurse Manager, a grievance may then be presented to the Vice President, Chief Nursing Officer (CNO), or designee, within fourteen (14) calendar days of the response from the Nurse Manager.

The aggrieved Nurse and, if the Nurse so desires, a representative of the Association shall
meet (within seven days of the filing of the grievance) with the CNO, or designee, in an attempt to resolve the grievance. The CNO shall submit a written response to the grievant, with a copy to the Association within fourteen (14) calendar days of the filing of the grievance, or if no conference is held, within fourteen (14) calendar days of the date of submission of the grievance to the CNO.

2. Step Three: In the event the grievance is not resolved by the procedure outlined in (C)(1) above, the grievance shall be submitted in writing to the Hospital President within fourteen (14) calendar days of the receipt of the written response or last date for such response in (C)(1) above.

The Hospital President or designee shall meet with the aggrieved Nurse and an association representative within fourteen (14) calendar days of the filing of the grievance with the President.

The President shall respond in writing to the grievant, with a copy to the Association within seven days from the date of the conference with the President, or, if no conference is held, within fourteen (14) calendar days of the date of submission of the grievance to the President.

3. Step Four: In the event the grievance is not resolved by the procedure outlined in (C)(2) above, the Association may refer the grievance to binding arbitration through written notice to the Hospital within fourteen (14) calendar days of the answer of the Hospital President.

Within fourteen (14) calendar days following receipt of the Association's notice of intent to arbitrate, the parties shall meet to try to mutually agree upon the selection of an arbitrator. If the parties cannot agree upon the selection of an arbitrator within the fourteen (14) day period, the parties agree to select an arbitration from a list of seven submitted by the Federal Mediation and Conciliation Service from among those on its panel of arbitrators who are also members of the American Arbitration Association. A selection from the list shall be made within five days of receipt of the list.

4. All time limits set forth above may be extended by mutual agreement, in writing. Selection of an arbitrator from a list may be by mutual agreement between the parties or by alternatively striking one name each from the list until one is left. The first strike shall be determined by the flip of a coin.
The arbitrator's decision shall be final and binding upon the Employer and the Association; provided, however, that the arbitrator shall not, without specific written agreement of the Employer and the Association with respect to the arbitration proceeding before him/her, be authorized to add to, detract from or in any way alter the provisions of this Agreement.

The arbitrator's pay and all jointly incurred incidental expenses of the arbitration shall be borne equally by the parties. If a court-reported transcript is requested by a party and used by both parties that cost shall also be borne by both parties. If only one of the parties utilizes the transcript, the full cost of the court-reported transcript shall be borne by the party requesting the court reporter. However, each party shall bear the other expenses of presenting its own case.

**ARTICLE 14 - EQUALITY OF EMPLOYMENT OPPORTUNITY**

The Employer shall not discriminate against any nurse on account of membership in the Association.

The Employer and the Association agree that each will fully comply with applicable laws and regulations regarding discrimination and will not discriminate against any nurse or applicant for employment because of such person's race, religion, color, national origin, sex, age, marital status, sexual orientation, physical or mental disability or veteran status.

**ARTICLE 15 - DEDUCTION OF MEMBERSHIP DUES**

A. The Hospital will deduct Association membership dues from the salary of each Nurse who voluntarily agree to such deductions and who submits a written authorization to the Hospital. Deductions shall be made semimonthly in standard amounts and remitted to the Association.

B. Newly employed Nurses shall be required to join and maintain membership in the Association as a condition of employment; any Registered Nurse 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 need not join the Association but shall pay an equivalent amount to the ONA Nurses Foundation, ONA Nurses Scholarship Fund or the Silverton Hospital Auxiliary Scholarship Fund with such payments specifically set aside for nursing education scholarships. Payments are to be made within 30 days following the date of employment and are to be continued monthly or in advance and receipts sent to the membership department of the Association.

C. The Hospital shall notify the unit chairpersons for the Association whenever a new nurse is hired who would be covered by this Agreement.
D. The Association agrees to indemnify and hold harmless the Hospital and its agents for any loss or damage arising from the performance of these services.

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 in accordance with Legacy 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 2017 Specialty Certification Bonus Program, which is the same as the 2016 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).

E. ONA shall be provided nurse representation of their choosing on Legacy system wide committees that work on Nurse professional development and education.

F. There shall be a separate budget to provide for a minimum of 200 paid days of educational leave for nurses, exclusive of inservice. Each nurse shall be eligible for the following number of hours per year of paid training of their choosing:

| Full Time: 24 hours | Part Time (>20 hrs): 16 hours | Part Time (<20 hrs): 8 hours |

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D-G. There shall be a separate central travel budget of up to $15,000 per year for non-mandatory nurse professional development and education.

ARTICLE 17 – PROFESSIONAL NURSING CARE COMMITTEE

A. The bargaining unit of the Hospital shall elect from its membership not to exceed seven members of the unit who, along with not more than two representatives from the nursing administration, shall constitute the Professional Nursing Care Committee.

B. This committee shall meet monthly at a set time and date. Each committee member from the bargaining unit shall be compensated at the Nurse’s regular straight-time rate of pay for all hours while in attendance at the committee meetings.

C. The committee shall prepare an agenda and keep minutes for all of its meetings, copies of which shall be provided to the Chief Nursing Officer, or designee.

D. The committee shall consider matters which are not proper subjects to be processed through the grievance procedure, including the improvements of patient care, nursing practice.

E. The purpose of the PNCC is to:

1. Make recommendations for improvements in patient care and nursing practice.
2. Improve communication between staff nurses and nursing administration.
3. Members of PNCC participate in the Education Committee and make recommendations on Education Request forms for continuing education funds for use of paid time and use of travel funds.
4. Participate in development of a strategic plan for nursing and for the facility.
5. Research, develop and implement innovations in patient care delivery at Legacy Silverton Medical Center.
6. Review and respond to initiatives which enhance patient/family education by nurses.
7. Create and celebrate a nursing environment at LSMC which is excellent.
8. Review unit collaborative practice, staffing committee, safety committee (and any other hospital wide committees relevant to Nurses professional practice) meeting minutes and make recommendations as needed. Send liaisons on behalf of PNCC to attend other meetings as needed.

F. At the request of the unit members of the committee, the administration representatives
may be excluded from portions of committee meetings. Administration representatives shall not be excluded for more than 50% of the time at any given meeting. The committee shall at all times be chaired by a bargaining unit member.

G. The Hospital recognizes the responsibility of the committee to recommend measures objectively to improve patient care and will duly consider such recommendations and will so advise the committee of action taken.

ARTICLE 18 - HEALTH AND SAFETY

It is the objective of both parties to the Agreement that safe working conditions shall be maintained. Toward that end, the Hospital will make necessary safety equipment available and promote safe working conditions. Nurses shall follow Hospital safety procedures in order to perform tasks in a safe manner and will correct or report observed safety hazards to the Hospital.

ARTICLE 19 – SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by a court of competent jurisdiction or through government regulation or decree, such decisions shall not invalidate the entire Agreement, it being the express intentions of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 20 - DRUG AND ALCOHOL POLICY

During negotiations for this Agreement, the Association received and reviewed a copy of the Legacy drug and alcohol policy. Employment of Nurses under this Agreement shall be subject to that policy.

ARTICLE 21 – SUCCESSORS

In the event the Hospital is actively considering any merger, consolidation, sale of assets, lease, franchise or any other such change in structure, management or ownership which may be expected to affect the existing collective bargaining unit, the Hospital shall so inform the Association. The Hospital shall call this Agreement to the attention of any entity, business or person who is succeeding to the management or ownership of the Hospital, and, if such notice is given, the Hospital shall have no further liability or obligations of any sort under this Section.

ARTICLE 22 – WORKING OUTSIDE THE BARGAINING UNIT

The parties agree that a nurse shall be allowed to hold two or more non-supervisory part-time, supplemental, on-call or per diem positions for Legacy Health, regardless of whether such positions are inside or outside the bargaining unit. The parties further agree, however, that a nurse may not hold such positions if the nurse’s overall schedule will result in regularly working
more than forty hours per week.

A nurse who applies for a supervisory position within Legacy Health Systems must be willing to resign from their bargaining unit position in order to be considered for such supervisory position.

In the event a nurse holds two or more positions at the same time – one inside the bargaining unit and one outside the bargaining unit – the following conditions shall apply:

A. None of the provisions of this Agreement shall apply to the nurse’s work outside of the bargaining unit, or the nurse’s application for work outside of the bargaining unit.

B. A termination from the nurse’s non-bargaining unit position shall not be subject to the grievance procedure under any circumstances. In addition, if a nurse is terminated for any of the following egregious infractions, committed while working outside of the bargaining unit, the nurse shall also be terminated from their bargaining unit position: improper treatment of patients; gross insubordination; sexual or other forms of harassment against other employees, patients, patients’ family members or visitors, or other customers; dishonesty; theft; violation of patient confidentiality; violation of the drug and alcohol policy; or falsification of employment or personal history data. Termination from the employee’s bargaining unit position in the foregoing circumstances shall not be subject to the grievance procedure, unless the Association can demonstrate that the nurse did not commit the offense for which they were terminated and/or can demonstrate that the specific circumstances of the offense did not warrant termination. In other circumstances where a nurse is terminated from their non-bargaining unit position, they also may be terminated from their bargaining unit position if the Employer can establish just cause for such termination, based on the nurse’s conduct and prior discipline, both inside and outside the bargaining unit. A nurse must exhaust the Legacy Resolution of Problems and Grievances procedure before proceeding with a contractual grievance under Article 13. The timelines of the contractual grievance procedure will be suspended until the Legacy procedure is complete.

C. Any discipline issued to the nurse, whether the nurse was working inside or outside the bargaining unit, will count for purposes of progressive discipline. If the discipline is issued while the nurse is working outside of the bargaining unit, the discipline will be deemed as issued for just cause and may not be challenged through the grievance procedure, unless the discipline results in the nurse’s termination from their bargaining unit position, pursuant to Section B, above. In such circumstances, the parties agree that the nurse shall be entitled to the same number of progressive disciplinary steps that a full-time nurse would receive. In other words, the fact that the nurse holds more than one position shall not result in the nurse being entitled to
ONa/Silverton Hospital 2017-2018 Collective Bargaining Agreement

D. In the event a nurse is removed from work pending the results of a for-cause drug screen, or during the pendency of an investigation, the nurse will be removed from all work, both inside and outside the bargaining unit but retains the right to file a grievance over this. If the reason for the removal occurred while the nurse was working outside of the bargaining unit, such removal shall not be subject to the grievance procedure. The Employer agrees that if a nurse is removed from work for a for-cause drug screen, the Employer will provide the results of the drug screen to the nurse as quickly as possible and not later than forty-eight hours after receiving the results.

E. All provisions of this Agreement related to seniority shall apply only to the nurse's bargaining unit seniority.

F. Work outside the bargaining unit will not count for purposes of calculating overtime under Section 9(C) of this Agreement, except to the extent required by law.

In the event a bargaining unit nurse applies for a non-bargaining unit position, with the intention of holding both positions at the same time, the Hospital shall inform the nurse of the provisions of this Section and shall have the nurse sign a form acknowledging that the nurse understands the rights they are waiving under this Section prior to awarding the nurse the non-bargaining unit position.

ARTICLE 23 – COMPLETE AGREEMENT

It is agreed that during the negotiation leading to the execution of this agreement, the Association and the Hospital have had a full and complete opportunity to submit and discuss all items appropriate to the collective bargaining process.

Upon the execution/ratification of this agreement, both parties acknowledge that this agreement constitutes the entire agreement between the Hospital and the Association. In other words, the parties acknowledge that any matters not specifically made a part of this agreement, including any prior practices, understandings, grievance settlements or side letters not incorporated into this agreement, are excluded and not a part of any agreement between the Hospital and the Association. The parties further agree that any new agreements arrived at during the term of this agreement must be in writing and signed by both parties.
IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the date first hereinabove mentioned.

LEGACY SILVERTON MEDICAL CENTER

amina stvens

nathan brito

kendra

r.e.

amy regan

sarah t. f.

OREGON NURSES ASSOCIATION

ann marie

connie hamer

donna hinderer

susan hecker

pohl

jan ley

ona
LETTER OF AGREEMENT ON RECOGNITION

For the purpose of clarification: the intent of Article 2 of the Collective Bargaining Agreement between Legacy Silverton Medical Center and the ONA continues the inclusion of the Foot Clinic staff and the S.T.E.P.'s Clinic staff in the collective bargaining unit.

LEGACY SILVERTON MEDICAL CENTER

[Signature]

OREGON NURSES ASSOCIATION

[Signature]
MEMORANDUM OF AGREEMENT REGARDING PAID TIME OFF AND EXTENDED ILLNESS BENEFIT BANKS

Effective the pay period that includes January 1, 2017, each bargaining unit nurse’s accrued Paid Time Off hours will transfer to Legacy’s Annual Paid Leave system.

Effective the pay period that includes January 1, 2017, bargaining unit nurses will not accrue additional Extended Illness Benefit Bank (“EIB”) hours. Each nurse’s EIB hours accrued prior to the pay period that includes January 1, 2017 will continue to be available for use pursuant to current Silverton policy (including retirement cash-out) until the nurse’s accrued EIB hours are exhausted, employment terminates or the nurse transfers to a non-benefited position. Effective the pay period that includes January 1, 2017, accrued EIB hours will be tracked in the Legacy system.

LEGACY SILVERTON MEDICAL CENTER

OREGON NURSES ASSOCIATION
MEMORANDUM OF AGREEMENT
LICENSED PRACTICAL NURSES

The parties agree that Licensed Practical Nurses are not part of the bargaining unit and that effective upon ratification, Diana Stanford, Woodburn Internal Medicine, will no longer be part of the bargaining unit. The Hospital has communicated that it has no intention of layoff of Ms. Stanford as a result of her being removed from the bargaining unit.

Notwithstanding the foregoing, in the event that the Hospital hires additional LPNs following ratification of this agreement, they will be included in the bargaining unit.

For purposes of this Memorandum of Agreement, LPNs are defined as a currently Licensed Practical Nurse who under the supervision of a Registered Nurse administers patient care.

[Signatures]
MEMORANDUM OF AGREEMENT
REGARDING BENEFITED PART-TIME NURSES

In accordance with Article 1(H), part-time nurses are eligible for benefits if they are regularly scheduled at least 24 hours per workweek. For part-time nurses previously employed at 20 hours and who are receiving benefits, the Hospital agrees that if they wish to continue benefits after January 1, 2017, the Hospital will on a one-time basis adjust their hours to at least 24 regularly-scheduled hours in order to keep them benefits eligible. To receive this commitment of at least four extra regularly-scheduled hours, the nurse must notify the Hospital, in writing, of their desire to have their hours adjusted by no later than November 1, 2016. Any nurse who does not so notify the Hospital will not be eligible for this commitment to extra hours.

The parties agree that the adjustment to hours will continue unless the nurse’s hours or position are modified pursuant to another provision of this agreement, or the nurse voluntarily reduces their hours. In other words, this one-time commitment to adjust hours will not create either a benefit or a detriment to the nurse for future hours adjustments, either up or down.
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 Silverton, January 5, 2017 through March 31, 2018.

Signature: __________________________________________

Today’s Date: ____________________________

Your Mailing Address: __________________________________

____________________________________________________

____________________________________________________

Home Phone: ___________ Work Phone: ___________

Email: ____________________________________________

Unit: ________

Shift: _________