

PROFESSIONAL AGREEMENT

between

OREGON NURSES ASSOCIATION

and

LEGACY SILVERTON MEDICAL CENTER

Pending ratification, effective Jan 1st, 2017 through March 31st, 2018

Tentative Agreement

Dec 22, 2016

Note: changes from LSMC's initial proposal are noted in track changes format.

"What if" Discussion Document, December 22, 2016

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AGREEMENT

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 [insert date] and to remain in effect until the anniversary date of March 31, 2018 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.

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ARTICLE 1 - DEFINITIONS

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

"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 his/her 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.

"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.

"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.

"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

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1 Pool Nurse has been assigned to a shift, s/he will be included in the low census rotation
2 with other nurses in the department.

3
4 "Full-time Nurse" is defined as a Nurse who works a minimum of 36 hours for a workweek
5 Sunday to Saturday or 72 hours for a 14-day pay period

6
7 "Part-time Benefited Nurse" is defined as one who is regularly scheduled less than 36 hours
8 but at least 24 hours for a workweek. Part-time Nurses are eligible to participate in benefits
9 in accordance with the specific benefit plan/policy.

10
11 "Part-time Non-benefited Nurse" is defined as one who is regularly scheduled less than 24
12 hours for a workweek. Part-time non-benefited nurses are not eligible to participate in
13 benefits.

14
15 "On Call Nurse" is defined as a Nurse who is a member of the bargaining unit, is designated
16 On Call by the Hospital, and is scheduled to work on an as needed basis with no assigned
17 FTE. To maintain On Call status, a nurse must work the minimum requirements established
18 by Legacy policy for similarly-situated non-bargaining unit nurses. Based on business
19 needs, departments may establish additional availability for On Call nurses. [Note: minimum
20 of 24 shifts per year]; 10% differential; not eligible for LSI or benefits On Call Nurses shall
21 receive a differential of 10% in lieu of benefits. On-Call Nurses shall receive the following
22 contractual provisions: differentials as provided in Article 4(A), pay for work on a holiday as
23 provided in Article 6(B), and overtime compensation as provided in Article 7(C). On Call
24 Nurses are not eligible for the following contractual provisions: LSI, fringe benefits (health
25 and welfare, APL). Eligibility for retirement shall be governed by the terms of the retirement
26 plan.

27
28 ~~"Supplemental Nurse" is defined as a Nurse who is a member of the bargaining unit,~~
29 ~~designated Supplemental by the Hospital, who is not regularly scheduled and has minimal~~
30 ~~expectation of the number of hours to be worked. Based on business needs, departments~~
31 ~~may establish additional availability for Supplemental nurses. [Note: no predetermined~~
32 ~~minimum work requirement; may be terminated if no work in six months; no differential; not~~
33 ~~eligible for LSI or benefits]~~

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

"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.

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"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-fivethirty (45) minutes (30) 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.

"Call Worked" (formerly "call back") is defined as time "at work" following notice to report to work from standby or call time status. If a nurse is already on duty at the time of the notice and extends her shift as a result of the notice, it is not considered "call worked." 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.

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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, employee health, discharge planners, case managers, Legacy Resource Pool nurses, 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 employees or otherwise responsibly direct other employees with respect to their employment with the Hospital.

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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 2A - UNION 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.

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

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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 employees' non-

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1 work time.

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3 D. New Hire Orientation. The Hospital agrees to provide fifteen (15) minutes for a
4 representative of the Association to make a presentation during the orientation of
5 new employees on behalf of the Association for the purpose of identifying the
6 organization's representational status, facilities, and collecting membership
7 applications. Such time will be a regularly-scheduled part of new employee
8 orientation. It will take place at the Hospital and shall follow the system-wide new
9 employee orientation. The Hospital will notify the Association of the date and
10 time of new employee orientation at least two (2) weeks in advance.

11 E. Paid time for investigatory or disciplinary meetings. If a designated nurse
12 representative or steward is working when requested to attend an investigatory or
13 disciplinary meeting on behalf of another bargaining unit nurse, the Hospital shall
14 provide the representative or steward paid time for the duration of the meeting with
15 Hospital representative(s). No more than one representative or steward will be paid
16 for any such meeting. A nurse representative or steward who comes in from time
17 off to attend such meetings will not be paid for that time.

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

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ARTICLE 3 – 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 employees a specific job, discipline or discharge for just cause, layoff, demote or transfer employees or relieve them from duty, maintain discipline and efficiency among its employees, ~~and adopt and/or modify reasonable work rules,~~ subject to this Agreement and grievance procedure. The Hospital shall be the judge of the qualifications of all employees. 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 3A – CORRECTIVE ACTION (TA 10/11/16)

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.

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.

D. All levels of corrective action shall be documented in writing. 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. 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

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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,

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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,

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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,

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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 employee to meet expectations. The Final Corrective Action states that termination will follow if an employee does not correct the problem,

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5. Suspension preceding Final Determination. Suspension may occur when safety or security concerns indicate that an employee 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,

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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,

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7. As an alternative to the grievance procedure, a nurse subjected to discipline will be permitted to submit a letter of explanation to his/her 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 4 – COMPENSATION

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

Insert step chart consistent with the following:

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 his/her step adjusted to remove the impact of the step freeze moving forward.

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Effective **the pay period that includes** January 1, 2017, or upon the first pay period that includes the date of ratification, whichever is later, increase current base rates of pay by 4%.

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Effective **the pay period that includes** January 1, 2018, increase base rates of pay by 4%.

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

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Differentials <u>[insert]</u>	
Evening shift (3:00 PM-11:00 PM):	<u>\$2.45</u>
Night shift (11:00 PM-7:00 AM)	<u>\$5.75</u>
Charge Nurse	<u>6%</u>
Standby	
Non-holidays	<u>\$4.00</u>
Holidays	<u>\$7.00</u>
Weekend	<u>\$2.00</u>
Preceptor	<u>\$2.50</u>
Float Nurse Premium	<u>\$3.00</u>
BSN	<u>Effective 4/1/17: 2%</u>
	<u>Effective 3/1/18: 4% total</u>
<u>MSN¹</u>	<u>Effective 4/1/17: 3%</u>
	<u>Effective 3/1/18: 6% total</u>

¹ Nurses with MSN are not eligible for BSN differential.

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3 Nurses will receive one shift differential applicable to the hours for which the majority of the
4 working shift occurs. For shifts where the hours are split equally, the nurse will receive the
5 higher shift differential for the entire shift.

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

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

11 B. Step increases and contractual increases shall be implemented on the first
12 day of the pay period in which the effective date of the increase falls.

13
14 C. The Hospital agrees to provide and launder scrubs for all Surgical Services,
15 Emergency Department, and FBC Nurses. Surgical Services, Emergency Department,
16 and FBC Nurses will change into scrubs when reporting to work and change out of scrubs
17 prior to leaving work each day so that Hospital may launder scrubs.

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

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ARTICLE 5 – 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 policy applicable to similarly-situated non-bargaining unit employees (Note: this refers to the APL Policy in effect as of the date of ratification of this Agreement).

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B. Effective the pay period that includes January 1, 2017, the APL accrual rates are as follows:

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<u>Months of Service</u>	<u>Accrual Rate (per hour worked)</u>	<u>Maximum annual accrual</u>	<u>Maximum APL bank</u>
<u>0-60</u>	<u>0.0962</u>	<u>200</u>	<u>480</u>
<u>61-120</u>	<u>0.1154</u>	<u>240</u>	<u>480</u>
<u>121-180</u>	<u>0.1347</u>	<u>280</u>	<u>480</u>
<u>181-240</u>	<u>0.1424</u>	<u>296</u>	<u>480</u>
<u>241-above</u>	<u>0.1462</u>	<u>304</u>	<u>480</u>

Not capped by hours worked each pay period, just annual max (ie: accrue APL over 72 or 80 hours in a pay period)

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ARTICLE 6 – HOLIDAY (TA 9/15/16)

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

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1 department as equitably as possible. Day after Thanksgiving, Christmas Eve, New Year’s
2 Eve, Easter, Mother’s Day, and Father’s Day, but nurses shall not be entitled to time and
3 one-half (1 ½) for working these days.

4
5 **ARTICLE 7 - HOURS OF WORK**

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

7
8 B. The basic workday shall be eight (8), ten (10) or twelve (12) hours.

9
10 The Hospital and an individual Nurse may mutually agree to workdays other than
11 eight (8), ten (10) or twelve (12) hours. Such agreement shall be in writing. The
12 Hospital reserves the right to cancel such agreements by giving written notice of at least
13 thirty (30) calendar days to the affected Nurse. If a Nurse in an existing 12-hour
14 position is medically unable to perform 12 hours of work (supported by a fitness-for-duty
15 evaluation), an 8-hour position may be considered if staffing needs can be
16 accommodated.

17
18 C. Overtime compensation shall be paid at one and one-half times the Nurse’s
19 regular rate of pay, for all hours worked in excess of one of the following:

20
21 1. Hours worked in excess of the basic workday. Approved shifts of less
22 than 8 hours as posted on the work schedule will not incur overtime until a
23 minimum of 8 hours is worked.

24
25 2. Hours worked in excess of 40 hours in a workweek.

26
27 Overtime must be approved by your manager or designee in advance, except in
28 emergencies. Emergency overtime must be approved on the next regular workday.

29
30 D. One 15-minute rest period shall be allowed during each four-hour period of
31 employment.

32
33 E. Whenever possible in the assignment of low census days, the Hospital shall notify

1 | nurses that they are not needed for a scheduled shift not later than two (2) hours prior to
2 | the nurse's scheduled shift. A reasonable effort by the Hospital would include an attempt
3 | to contact the Nurse by telephone at up to two telephone numbers listed by the nurse.
4 |

5 | If the Hospital has not notified the employee that he/she is not needed for his/her schedule
6 | and he/she shows up for work, he/she shall be offered the opportunity to work for a
7 | minimum of three (3) hours. A nurse may elect to forego this work opportunity and take
8 | the time off with (utilizing APL) or without pay. The three-hour minimum shall not apply if
9 | the Hospital has made a reasonable effort to notify the Nurse in advance not to report for
10 | work on that shift.

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12 | F. Employees shall be paid a minimum of three (3) hours' pay for each shift
13 | worked unless the employee volunteers to take the time off without pay.

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15 | G. Managers or designee shall schedule nurses' meal periods and provide
16 | relief as necessary. Nurses who are unable to take a meal period as a result of patient
17 | load shall be paid for the time worked. It is the nurse's responsibility to manage her time
18 | so that the scheduled meal period can be taken except in emergency situations.

19 |
20 | H. Low Census. When patient census and acuity create a need to reduce
21 | nurse staffing after the schedule has been posted, individual nurses will be subject to
22 | low census pursuant to the following procedures. In the application of the factors
23 | described below relating to low census decisions, the primary considerations shall be
24 | the maintenance, at all times, of safe patient care, continuity of care by the nurse
25 | currently assigned to such activities, and the maintenance of adequate nursing staff to
26 | serve Hospital patients. The appropriate mix of skill sets, certifications required to care
27 | for the immediate patient census and continuity of nursing care will be evaluated and
28 | determined by Hospital supervisors/manager/charge nurse.

29 | Low census may occur for a portion of a scheduled shift (including a decision to delay
30 | the start time of a previously scheduled nurse) or for the entire scheduled shift. A
31 | delayed start may be used only once per nurse, per scheduled shift, and shall count in
32 | the low census rotation. As long as the criteria described in the paragraph above have
33 | been met, nurses shall be selected for low census in the following order:

1
2 Agency/travelers (within the limits of their contract with the Hospital) Agency nurses will
3 float to other units prior to bargaining unit Nurses if the agency contract so permits.
4 (Note: the Hospital agrees that it will seek to include low census and floating of
5 agency/travelers in its contracts with agency/travelers.)

6 Nurses working at premium pay (for example, 1.5x)

7 Volunteers

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

10 On-call Nurses

11 All other nurses assigned to the unit that day (including Legacy Resource Pool
12 Nurses)

13
14 The nurse selected for the "low census" (which includes delayed starts and non-scheduled
15 standby) within the groups described above shall be the nurse on the shift who has the
16 lowest percentage of ~~gone the longest period of time without~~ low census in the last twelve
17 pay periods (as described in Legacy policy). All efforts will be made to "cap" mandatory
18 low census at no more than one shift per pay period per Nurse. Once a Nurse is
19 involuntarily low censused for a shift, regardless of low census percentage, the Nurse
20 would not be low censused again until all staff within the department and shift is low
21 censused once within that pay period.

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22 The Hospital has the option of assigning the nurse to be on standby when the nurse has
23 been selected for low census. If a nurse is placed on standby, s/he will be paid the
24 standby rate of pay for the time spent on standby. If the nurse is not placed on standby,
25 s/he will not be required to remain available for call back.

26
27 I. Employees on a day off or working night shift shall be compensated at the
28 rate of one-and-one-half times the regular rate for time attending mandatory departmental
29 nursing staff meetings. Nurse Managers will schedule each departmental meeting for their
30 department. Nurses who are scheduled to work on the day of a required staff meeting or
31 otherwise excused, will read the minutes for that staff meeting within ten days for the
32 purpose of meeting the required attendance rule.

1 J. Each department shall maintain a voluntary standby list for high census
2 days. Employees who sign up for voluntary standby shall be the first Nurses contacted if
3 the Hospital needs additional staff. Surgical Services Nurses shall be required to perform
4 surgical services call time. All other nurses shall not be required to perform standby duties
5 except when called off due to low census pursuant to Section H of this Article. Nurses will
6 be required to take scheduled standby where such programs are in place due to
7 department needs.

8
9 K. Scheduling Procedure. The Hospital shall first schedule all full and part-time
10 employees on the regular schedule. The scheduler shall then schedule per diem and on
11 call nurses in an equitable fashion. Full-time, part-time and on call employees may then
12 declare their availability for extra work and may be scheduled. Full-time, part-time, per
13 diem and on call nurses may then sign up for any open shifts. Extra available shifts shall
14 be distributed to all those Nurses interested in an equitable fashion in each respective
15 department, provided that any shifts with the potential to result in overtime or premium pay
16 will be scheduled last.

17
18 L. Bargaining unit Nurses shall have the right to bump a per diem agency
19 nurse off the work schedule up to four hours prior to the beginning of the shift. The Nurse,
20 who bumps a per diem agency nurse shall be receive LSI, if eligible.

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

26
27 NM. The Hospital shall schedule all full and part-time nurses will make every
28 reasonable effort to for periods of at least four weeks. The schedule will be posted the
29 schedule at least two weeks before it goes into effect by [insert]. The Hospital may post a
30 schedule for a longer period, and may post it further in advance, after providing prior
31 written notice to the Association. Once posted, schedules may not be changed except by
32 mutual consent of the employee and the Hospital. Nurses wishing time off shall present
33 their requests no later than the 1st of the month preceding the month of the requested time

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3 | QN. Nurses are expected to provide advance notice of any absences as soon as
4 | possible, but no later than at least two hours prior to the start of the scheduled shift.

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6 | PQ. For work on the weekend, the Hospital will make an effort to have Nurses
7 | who work 12 hour shifts work no more than every third weekend. Any nurse who is
8 | required to work more than every other weekend shall be paid one-and-a-half times their
9 | regular rate of pay for all weekend hours worked outside of their normal rotation (note,
10 | however, that this premium pay will not apply if the change in required weekend rotation is
11 | due to holiday scheduling.) The weekend is defined as beginning at 2300 on Friday and
12 | ending at 2330 on Sunday. Weekend differential is paid based on the majority of hours
13 | worked within that time-frame, and is paid only for hours worked.

14 |
15 | QP. There shall be no pyramiding of one and one-half (1 ½) or greater
16 | premiums. No pyramiding means that once one hour has been deemed payable under
17 | one premium it may not be counted again in determining whether such a premium should
18 | be paid for any other hour.

19 |
20 | RQ. Legacy Shift Incentive (LSI). Nurses in the bargaining unit are eligible to
21 | receive LSI in accordance with Legacy policy applicable to non-bargaining unit nurses
22 | (Note: this refers to the LSI Policy in effect as of the date of ratification of this Agreement).

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ARTICLE 9 - EMPLOYMENT STATUS

A. An employee 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 10(A) to cover a leave of absence.

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

D. The Hospital shall give employees 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 employee at their regular rate of pay; provided, however, that no such advance notice or pay in lieu thereof shall be required for employees who are discharged for just cause.

E. An employee shall receive a copy of any written warning that is retained in the personnel file after signing the document indicating receipt of a copy.

F. 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.

1 G. All positions shall be posted five days prior to the filling of a vacancy. Cross-
2 training assignments are not considered a position or a vacancy subject to this
3 article. The Hospital may post notices describing possible cross training
4 opportunities; however, such notice will be posted with the understanding that it
5 does not refer to a vacant position subject to the posting requirements of this article.
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7 H. Seniority: "Seniority" is defined as the length of employment as measured by
8 the total hours paid as a "Nurse" including low census hours but excluding standby hours,
9 and hours employed outside the bargaining unit. Paid hours also include APL and
10 grandfathered EIB.

11 1. Loss of Seniority: A Nurse shall lose all seniority rights for any of the
12 following reasons: Termination, voluntary resignation, or retirement, unless
13 reemployed to a position covered by this Agreement within twelve (12) months
14 from the date of termination, resignation or retirement. A nurse shall also lose
15 seniority rights after twelve consecutive months on layoff status.
16

17 2. Service outside the bargaining unit: When a Nurse covered by this
18 Agreement who, without a break in employment by the Hospital, enters non-
19 bargaining unit employment that is not covered by this Agreement and returns to a
20 bargaining unit position, shall retain all previously earned seniority under this
21 Agreement. Reinstatement of previously accrued seniority will not apply until after
22 the non-bargaining unit nurse's return to the bargaining unit. A Nurse who returns to
23 the bargaining unit will resume accrual of seniority once returned to the bargaining
24 unit position, shall maintain his/her APL accrual rate and a wage that is no less than
25 his/her previously existing wage step under this Agreement.
26

27 3. Seniority Reinstatement: A bargaining unit Nurse who terminates
28 from employment from Silverton Hospital Network and is rehired to a position
29 covered by the Agreement within twelve (12) months will (a) be returned to a wage
30 no lower than the previously paid wage and (b) will have his/her seniority
31 reinstated.
32

33 4. Layoff or Workforce Reorganization: The Hospital retains the right

1 to determine whether a permanent or prolonged reduction in or restructuring of
2 personnel is necessary, the timing of such reduction or restructuring, the number
3 of FTEs to be affected, and in which departments a layoff and/or restructuring will
4 occur.

5
6 If the Hospital determines that a layoff in personnel or a restructuring is
7 necessary, ~~Nurses may be laid off or reassigned in accordance with Legacy~~
8 ~~policy.~~ Nurses shall be laid off in the following order: (1) Nurse(s) within the
9 affected unit who volunteer for layoff (2) in order of seniority (inverse order) within
10 the affected shift and unit (for purposes of this section only, nurses whose start
11 time is within two hours of the start time of the impacted shift will be considered
12 to be on the same "shift") (3) affected Nurses to be laid off may then choose to
13 bump either the least senior nurse within the same nursing unit or the least
14 senior nurse in the Hospital, if the Nurse is qualified to meet the unit-specific
15 competency standards after no more than one week of orientation. Any nurse
16 who is displaced under this paragraph will have the option of accepting any
17 vacant position for which she is qualified in accordance with the following
18 paragraph, or be placed on the recall list.

19
20 Open Positions: If there are any open bargaining unit position(s) at the time a
21 layoff is announced, the position shall be posted in accordance with Section (G)
22 in this Article. If the position remains vacant after five days, the position shall be
23 made available to nurses facing layoff.

24
25 5. Recall: Nurses shall be recalled in seniority order. The Hospital
26 shall offer all open and available bargaining unit positions to nurses on recall for
27 which they are qualified if such positions remain open after the regular posting
28 period provided for in Section 9(G). Nurses on recall may refuse positions offered
29 if the position is on a shift that is different from the nurse's assigned shift at the
30 time of layoff. Nurses shall have one right of refusal. Upon return, a recalled
31 nurse will retain seniority, step wage and benefit accrual level in effect at the time
32 of layoff. A nurse on the recall list may elect to work as an on call nurse for a
33 period of up to 90 days without having that work impact her position on the recall

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1 list. Notice of this election must be made to the Hospital within ten (10) days of
2 the notice of layoff. After expiration of the 90-day period, the displaced nurse
3 may elect reclassification to on call status and will be removed from the recall list.
4 Pursuant to Article 9, Section H(1), any recall rights expire twelve months after
5 layoff.

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

10
11 7. Workforce Reorganization: The provisions of this section shall apply in the
12 event of a work force reorganization that does not involve layoffs. A workforce
13 reorganization shall include staffing changes resulting from a merger or
14 consolidation of two or more units, increases or decreases in FTE status among
15 bargaining unit members, and changes of positions within a seniority pool.

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

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26 9. Severance Pay: The parties agree that bargaining unit employees
27 may participate in Legacy's Employee Transition Policy under the same
28 conditions as employees in the same or similar classifications at other hospitals
29 within the system. Any employee who elects to participate in Legacy's Employee
30 Transition Policy will waive any recall rights he/she may have under this Article 9
31 and any recall or internal applicant status rights he/she may have under this
32 Article 9.

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ARTICLE 10 - LEAVES OF ABSENCE

A. 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 employees.

ARTICLE 11 - 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 employees. 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 employees of the Hospital.

B. Retirement Program. The Hospital agrees to provide the same retirement benefits to bargaining unit employees as it provides to similarly-situated full time and part time non-represented employees. 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 employees 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 Union 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

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1 Agreement will be temporarily suspended. For purposes of this provision,
2 "significant change" means any change that will result in a 30% decrease in the
3 overall actuarial value of the plan. The parties agree that this paragraph will
4 automatically sunset upon expiration of the 2017-2018 collective bargaining
5 agreement.

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8 **ARTICLE 12 - GRIEVANCE PROCEDURE (TA 9/15/16)**

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

11
12 B. Step One: A grievance shall first be presented to the Nurse Manager in
13 writing within fourteen (14) days of the occurrence or the date the Nurse should
14 reasonably have knowledge of it. In the case of an Association grievance, such grievance
15 must be filed in writing within 14 calendar days of the date the Association should
16 reasonably have knowledge of it. The Nurse Manager will have five (5) days to set up a
17 meeting to discuss the matter and fourteen (14) days to respond in writing to the
18 complaint, dispute, or difference.

19
20 C. Association grievance may be submitted according to paragraph (C) (1).

21
22 1. Step Two: If dissatisfied with the decision of the Nurse Manager, a
23 grievance may then be presented to the Vice President, Chief Nursing Officer
24 (CNO), or designee, within fourteen (14) calendar days of the response from the
25 Nurse Manager.

26
27 The aggrieved Nurse and, if the Nurse so desires, a representative of the
28 Association shall meet (within seven days of the filing of the grievance) with the
29 CNO, or designee, in an attempt to resolve the grievance. The CNO shall submit a
30 written response to the grievant, with a copy to the Association within fourteen (14)
31 calendar days of the filing of the grievance, or if no conference is held, within
32 fourteen (14) calendar days of the date of submission of the grievance to the CNO.
33

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

5
6 The Hospital President or designee shall meet with the aggrieved Nurse and an
7 association representative within fourteen (14) calendar days of the filing of the
8 grievance with the President.

9
10 The President shall respond in writing to the grievant, with a copy to the Association
11 within seven days from the date of the conference with the President, or, if no
12 conference is held, within fourteen (14) calendar days of the date of submission of
13 the grievance to the President.

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

19
20 Within fourteen (14) calendar days following receipt of the Association's notice of
21 intent to arbitrate, the parties shall meet to try to mutually agree upon the selection
22 of an arbitrator. If the parties cannot agree upon the selection of an arbitrator within
23 the fourteen (14) day period, the parties agree to select an arbitration from a list of
24 seven submitted by the Federal Mediation and Conciliation Service from among
25 those on its panel of arbitrators who are also members of the American Arbitration
26 Association. A selection from the list shall be made within five days of receipt of the
27 list.

28 4. All time limits set forth above may be extended by mutual agreement,
29 in writing.

30
31 Selection of an arbitrator from a list may be by mutual agreement between the
32 parties or by alternatively striking one name each from the list until one is left. The
33 first strike shall be determined by the flip of a coin.

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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 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 13 - EQUALITY OF EMPLOYMENT OPPORTUNITY (TA 9/15/16)

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 14 - DEDUCTION OF MEMBERSHIP DUES

1
2 The Hospital will deduct Association membership dues from the salary of each Nurse who
3 voluntarily agrees to such deductions and who submits a written authorization to the
4 Hospital. Deductions shall be made semimonthly in standard amounts and remitted to the
5 Association.

6
7 Newly employed Nurses shall be required to join and maintain membership in the
8 Association as a condition of employment; any Registered Nurse who is a member of and
9 adheres to established and traditional tenets or teachings of a bona fide religion, body or
10 sect which has historically held conscientious objections to joining or financially supporting
11 labor organizations need not join the Association but shall pay an equivalent amount to the
12 ONA Nurses Foundation, ONA Nurses Scholarship Fund or the Silverton Hospital Auxiliary
13 Scholarship Fund with such payments specifically set aside for nursing education
14 scholarships. Payments are to be made within 30 days following the date of employment
15 and are to be continued monthly or in advance and receipts sent to the membership
16 department of the Association.

17
18 The Hospital shall notify the unit chairpersons for the Association whenever a new employee
19 is hired who would be covered by this Agreement. ~~One member of the Association and/or~~
20 ~~the ONA labor relations representative will be given an opportunity to meet with these~~
21 ~~new hire orientees during the first day of orientation week, for a period of fifteen (15)~~
22 ~~minutes. The Hospital will notify the Association or its designee of the date and time for~~
23 ~~this purpose at least two (2) weeks in advance.~~

24
25 ~~The Hospital will furnish the Association a monthly master list of all members in the~~
26 ~~bargaining unit including names, addresses, phone numbers, unit, classification and date of~~
27 ~~hire.~~

28
29 The Association agrees to indemnify and hold harmless the Hospital and its agents for
30 any loss or damage arising from the performance of these services.

ARTICLE 15 - 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.

Paid Educational Time – Conference/Seminar

The Hospital supports professional nursing skills development through opportunities to participate in seminar and workshop experience.

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

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

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).-[Open discussion on certification pay].

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ARTICLE 16 – PROFESSIONAL NURSING CARE COMMITTEE (T/A 11/7/16)

[Open discussion on Shared Governance]

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.
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 LSMC.
6. Review and respond to initiatives which enhance patient/family education by nurses.
7. Create and celebrate a nursing environment at LSMC which is

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excellent.

H. 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.

I. 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.

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ARTICLE 17 - HEALTH AND SAFETY (TA 11/18/16)

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 18 – SEPARABILITY (TA 9/15/16)

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 19 - DRUG AND ALCOHOL POLICY (TA 9/15/16)

During negotiations for this Agreement, the union 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 20 – SUCCESSORS (TA 9/15/16)

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 21 – WORKING OUTSIDE THE BARGAINING UNIT

The parties agree that an employee 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 an employee may not hold such positions if the

1 employee's overall schedule will result in regularly working more than forty hours per
2 week.

3 An employee who applies for a supervisory position within Legacy Health
4 Systems must be willing to resign from his/her bargaining unit position in order to be
5 considered for such supervisory position.

6 In the event an employee holds two or more positions at the same time – one
7 inside the bargaining unit and one outside the bargaining unit – the following conditions
8 shall apply:

9 A. None of the provisions of this Agreement shall apply to the employee's
10 work outside of the bargaining unit, or the employee's application for work outside of the
11 bargaining unit.

12 B. A termination from the employee's non-bargaining unit position shall not
13 be subject to the grievance procedure under any circumstances. In addition, if an
14 employee is terminated for any of the following egregious infractions, committed while
15 working outside of the bargaining unit, the employee shall also be terminated from
16 his/her bargaining unit position: improper treatment of patients; gross insubordination;
17 sexual or other forms of harassment against other employees, patients, patients' family
18 members or visitors, or other customers; dishonesty; theft; violation of patient
19 confidentiality; violation of the drug and alcohol policy; or falsification of employment or
20 personal history data. Termination from the employee's bargaining unit position in the
21 foregoing circumstances shall not be subject to the grievance procedure, unless the
22 Union can demonstrate that the employee did not commit the offense for which he/she
23 was terminated and/or can demonstrate that the specific circumstances of the offense

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24 did not warrant termination. In other circumstances where an employee is terminated
25 from his/her non-bargaining unit position, he/she also may be terminated from his/her
26 bargaining unit position if the Employer can establish just cause for such termination,
27 based on the employee's conduct and prior discipline, both inside and outside the

28 bargaining unit. A nurse must exhaust the Legacy Resolution of Problems and
29 Grievances procedure before proceeding with a contractual grievance under Article 12.
30 The timelines of the contractual grievance procedure will be suspended until the Legacy
31 procedure is complete.

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32 C. Any discipline issued to the employee, whether the employee was working
33 inside or outside the bargaining unit, will count for purposes of progressive discipline. If

"What if" Discussion Document, December 22, 2016

1 the discipline is issued while the employee is working outside of the bargaining unit, the
2 discipline will be deemed as issued for just cause and may not be challenged through
3 the grievance procedure, unless the discipline results in the employee's termination
4 from his/her bargaining unit position, pursuant to Section B.10-2, above. In such
5 circumstances, the parties agree that the employee shall be entitled to the same
6 number of progressive disciplinary steps that a full-time employee would receive. In
7 other words, the fact that the employee holds more than one position shall not result in
8 the employee being entitled to additional disciplinary steps.

9 D. In the event an employee is removed from work pending the results of a
10 for-cause drug screen, or during the pendency of an investigation, the employee will be
11 removed from all work, both inside and outside the bargaining unit. If the reason for the
12 removal occurred while the employee was working outside of the bargaining unit, such
13 removal shall not be subject to the grievance procedure. The Employer agrees that if
14 an employee is removed from work for a for-cause drug screen, the Employer will
15 provide the results of the drug screen to the employee as quickly as possible and not
16 later than forty-eight hours after receiving the results.

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

19 F. Work outside the bargaining unit will not count for purposes of calculating
20 overtime under Section 7(C) of this Agreement, except to the extent required by law.
21 In the event a bargaining unit employee applies for a non-bargaining unit position, with
22 the intention of holding both positions at the same time, the Hospital shall inform the
23 employee of the provisions of this Section and shall have the employee sign a form
24 acknowledging that the employee understands the rights they are waiving under this
25 Section prior to awarding the employee the non-bargaining unit position.
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ARTICLE 22 – COMPLETE AGREEMENT

It is agreed that during the negotiation leading to the execution of this agreement, the Union 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 Union. 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 Union. 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.

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"What if" Discussion Document, December 22, 2016

1
2 IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the date
3 first hereinabove mentioned.

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LEGACY SILVERTON MEDICAL
CENTER

OREGON NURSES ASSOCIATION

“What if” Discussion Document, December 22, 2016

LETTER OF AGREEMENT ON RECOGNITION (T/A 9/15/16)

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

OREGON NURSES ASSOCIATION

**MEMORANDUM OF AGREEMENT REGARDING PAID TIME OFF AND EXTENDED
ILLNESS BENEFIT BANKS**

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

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Effective **the pay period that includes** January 1, 2017, bargaining unit employees will not accrue additional Extended Illness Benefit Bank ("EIB") hours. Each employee'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 employee's accrued EIB hours are exhausted, employment terminates or the employee 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.

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LEGACY SILVERTON MEDICAL
CENTER

OREGON NURSES ASSOCIATION

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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 off 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.

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MEMORANDUM OF AGREEMENT

REGARDING BENEFITED PART-TIME EMPLOYEES (T/A 10/25/16)

In accordance with Article 1(H), part-time employees are eligible for benefits if they are regularly scheduled at least 24 hours per workweek. For part-time employees 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 his/her desire to have his/her 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 his/her 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.

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