PROFESSIONAL AGREEMENT

between

OREGON NURSES ASSOCIATION

and

LEGACY EMANUEL HOSPITAL
AND HEALTH SERVICES, dba
UNITY CENTER FOR BEHAVIORAL HEALTH

July __ 2021 to September 30, 2024

COLLECTIVE BARGAINING AGREEMENT
July 1, 2021
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AGREEMENT

This Agreement is between the Oregon Nurses Association, hereinafter called “Association,” and Legacy Emanuel Hospital and Health Services (LEHHS), dba Unity Center for Behavioral Health, hereinafter called “Unity,” 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 Unity management and the Nurses employed by it.

ARTICLE 1 – RECOGNITION

A. Recognition

Unity 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 regular full-time, regular part-time, and on-call registered nurses employed by Unity and performing direct patient care, excluding administrative and supervisory personnel including but not limited to: House Supervisors (with dedicated FTE of 0.55 or above) and Clinical Nurse Educator. Relief House Supervisors and House Supervisors with dedicated FTE of .5 or below are included in the bargaining unit. The parties agree that nurses employed by Legacy Health in the Resource Pool, whether they perform work at Unity or not, are not included in the bargaining unit because they are not employed by Unity.

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

This recognition shall not be interpreted to limit non-bargaining unit employees from performing work also performed by employees in the bargaining unit.

B. Membership

A nurse will, as a condition of employment, within thirty days after the nurse’s hire date, become and remain a member of the Association or make payment in lieu of dues to the Association.

Remedy for non-payment. If a nurse is not in compliance with the provisions in this section, the Association will notify the nurse in writing that they are delinquent in the satisfaction of their obligations, and will provide a copy of the notice to the Human Resources Director or designee of
Recommended Tentative Agreement, July 1, 2021

Legacy. The Association will allow the nurse a reasonable period of time of not less than twenty one days to cure the delinquency. If the nurse fails to cure within the allotted time, then the Association may contact the Human Resources Director or designee for the purpose of proceeding with termination of employment. Should a termination occur, a duly authorized representative of the Association will be present for the termination proceeding.

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

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

Unity Center indemnification. The Association will indemnify and hold the Unity Center harmless for any and all claims, charges, suits or damages that may arise against the Unity Center as a result of the Unity Center taking action pursuant to subparagraph 1.2.4 above.

Payment in lieu of dues. Payments in lieu of dues will be less than or equal to the regular monthly Association dues as established by the Association.
ARTICLE 2 – ASSOCIATION RIGHTS

A. Association Access to Unity: Because Unity is a secure facility, Association representatives may access the secure portion of the facility only if accompanied by a duly-authorized member of management or designee. Without interrupting normal work and patient care routine, such escorted access will be permitted for the purpose of observing conditions under which nurses are employed, in accordance with Legacy policy/guidelines and any external legal or regulatory requirements. An Association representative desiring such access shall provide at least 24 hours’ prior written or emailed request to the Employee Relations Consultant. Association representatives may access the unsecure portions of Unity (lobby or Café) when they are open and in accordance with Legacy policy/guidelines and any external legal or regulatory requirements, to have meetings with bargaining unit members during those members’ break or lunch periods, and so long as there is no disruption of Unity operations.

B. Bulletin Boards: A space of two feet by three feet for an ONA bulletin board will be provided in each break room regularly utilized by bargaining unit nurses for posting of Association notices and newsletters.

C. Employee Lists: Unity shall quarterly furnish to the Association a current list of all bargaining unit nurses, including name, home address, employee identification number, RN license number, phone number on record, hire date, pay rate, unit and classification. Unity shall monthly furnish to the Association a list of newly-hired nurses, terminations, and transfers into the bargaining unit, with the same information as above. The Association shall quarterly furnish Unity with a list of designated Association representatives and stewards.

D. Bargaining Unit Meetings. The Association may hold quarterly bargaining unit meetings in the lab conference room for purposes of professional education, contract negotiations and contract administration by scheduling such meetings electronically. Use of this room shall be in accordance with Legacy policy/guidelines and any external legal or regulatory requirements, and will be requested through Legacy’s normal scheduling process.

E. Designated Association Representatives and Stewards: The Association shall quarterly provide Unity with a list of designated representatives and stewards.

F. Scheduling Contract Negotiating Sessions. The Unity Center and Association shall make a good faith effort to schedule collective bargaining sessions in advance so that nurses may request time off as part of the normal self-scheduling process. Nurses on the Union’s bargaining team who have been scheduled off for bargaining shall not have their scheduled days off involuntarily moved after the final schedule is posted.
G. **Time Off for Investigatory Meetings**: If a designated nurse representative or steward is working when requested to attend an investigatory meeting on behalf of another bargaining unit nurse, Unity shall provide the representative or steward with release time for the duration of the meeting with Unity representative(s). No more than one representative or steward will be released from work for any such meeting.

H. **Teleconference Attendance at Investigatory Meetings.** The designated ONA representative may attend investigatory meetings via telephone or other agreed-upon electronic means. In such circumstances, the employee under investigation also may attend via telephone or other agreed-upon electronic means.

I. **New Hire Orientation**: Unity agrees to provide 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 Unity and shall follow the system-wide new employee orientation. Unity will notify the Association of the date and time of new employee orientation at least two weeks in advance.
ARTICLE 3 – DEFINITIONS

A. “Registered Nurse” is defined as a currently licensed Registered Professional Nurse employed by Unity.

B. “Charge Nurse” is a separate job classification and is defined as a Registered Nurse who has applied for and been selected by the Employer for the Charge Nurse position, in its discretion. Charge Nurses are paid on a separate pay scale for all hours paid.

C. “Relief Charge Nurse” is defined as a Registered Nurse who is designated by the unit nursing manager and is responsible for the day-to-day operation of the nursing unit (e.g., daily staffing, patient care assignments and communication with staff, providers and management) for a specific shift in a nursing unit in the Charge Nurse’s absence. The assignment will be made only in the event the unit nursing manager determines it is appropriate to do so, in their discretion. Any nurse designated as relief charge nurse in accordance with this Section shall be entitled to the charge differential when carrying out charge nurse assignments in the absence of the Charge Nurse.

D. “Preceptor” is defined as a Registered Nurse who is designated by the unit nursing manager to precept a nurse newly employed by Unity, transferred into the unit, or promoted/newly assigned to charge nurse (including relief), triage nurse, or relief house supervisor, and has the responsibilities outlined in Legacy policy. Any nurse designated as preceptor in accordance with this Section 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, provided however that in the event Legacy expands its policy to provide preceptor differential to assignments involving student nurses or senior practicum students, such expansion will apply to Unity nurses.

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 Unity, without notice, to work in any unit they are deemed qualified to work

F. “RN Resident” is defined as a registered nurse who has been hired into the Legacy RN Residency program to fill a vacant budgeted position in a specific cost center on a specific shift. The resident is obligated to remain in the same unit for the equivalent of two years in a full-time position, following the completion of the first 18 weeks of the residency program.
G. “Full-time Nurse” is defined as a Nurse who works a minimum of 36 hours for a workweek Sunday to Saturday or 72 hours for a 14-day pay period.

H. “Part-time Benefited Nurse” is defined as one who is regularly scheduled less than 36 hours but at least 24 hours for a workweek, or less than 72 hours but at least 48 hours in a 14-day pay period. Part-time Benefited Nurses are eligible to participate in benefits in accordance with the specific benefit plan/policy.

I. “Part-time Non-benefited Nurse” is defined as one who is regularly scheduled less than 24 hours for a workweek, or less than 48 hours in a 14-day pay period. Part-time Non-benefited Nurses are not eligible to participate in benefits.

J. “On-call Nurse” is defined as a Nurse who is a member of the bargaining unit, is designated On-call by the Employer, and is scheduled to work on an as needed basis with no assigned FTE. To maintain On-call status, a nurse must work the following minimum requirements: 36 shifts per year, which must be distributed as follows: at least three (3) shifts per month, inclusive of four (4) weekends (i.e., eight shifts that are eligible for weekend differential), and one (1) holiday 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 10, pay for work on a holiday as provided in Article 11(B), and overtime compensation as provided in Article 8(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.

K. “Anniversary date” of employment shall be the month and date on which employment began with Legacy. In addition, for nurses employed on January 31, 2017 for inpatient units and February 2, 2017 for nurses employed in the PES, anniversary date shall be the month and date on which the employee began employment with OHSU or Adventist.

L. “Seniority” is defined as the length of employment as measured by the total time measured from anniversary date.

M. “Standby/Call Time” is defined as any time in which a Nurse, while not on duty, is required by the Employer to restrict activities to be available to receive a request and report to work as soon as possible. Any Nurse on standby status should be able to report to work within 45 minutes of notification. Standby/call time shall be paid and administered in accordance with Legacy policy applicable to similarly-situated non bargaining unit nurses.
N. “Call Worked” is defined as time “at work” following notice to report to work from standby or call time status. Call worked shall be paid and administered in accordance with Legacy policy applicable to similarly-situated non bargaining unit nurses, which includes a minimum of three (3) hours work/pay.

O. “Variable shift position” is defined as a position that alternates between day shift and night shift per department needs, as determined by management.

P. “House Supervisor” is a separate job classification and is defined as a Registered Nurse who has applied for and been selected by the Employer for the House Supervisor position, in its discretion. House Supervisors with a dedicated FTE of .5 or below are included in the bargaining unit, and are subject to selection and removal from the House Supervisor position in management’s discretion. If removed, the nurse shall have the option of assuming an equivalent FTE staff position, provided the nurse remains in good standing.

Q. “Relief House Supervisor” is defined as a Registered Nurse who is designated by the CNO to perform House Supervisor duties. The assignment will be made only in the event the CNO determines it is appropriate to do so, in their discretion. Any nurse designated as relief House Supervisor in accordance with this Section shall be entitled to the House Supervisor differential when carrying out House Supervisor duties in the House Supervisor’s absence.
ARTICLE 4 – EQUALITY OF EMPLOYMENT OPPORTUNITY

A. **Non-Discrimination.** Unity 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 age, sex, gender identity, race, creed, religion, color, national origin, marital status, sexual orientation, physical or mental disability or veteran status.

B. **Association Membership and Activities.** Unity and the Association agree to abide by all applicable laws with respect to eligibility for membership and participation in the Association for nurses employed in job classifications covered by this Agreement. The parties agree that there shall be no discrimination by either party against any nurse on account of membership or non-membership, participation or non-participation, or other lawful activity in respect to the Association.
ARTICLE 5 – MANAGEMENT RIGHTS

The Association recognizes Unity’s right to operate and manage Unity.

Except as specifically limited herein, Unity shall control and supervise all operations including control and regulation of the use of all equipment and other property of Unity; 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, including adopting and/or modifying reasonable work rules and policies, including attendance and drug testing policies, so long as such rules and policies are not in conflict with any express provisions of this Agreement. The Hospital shall be the judge of the qualifications of all nurses.
ARTICLE 6 – CORRECTIVE ACTION AND PERSONNEL FILE (TA 9/21/2020)

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. Nurses will be permitted to access their own personnel file by requesting access through Human Resources. The file shall be provided within fourteen (14) days of the request.

C. Corrective action will be for just cause and will be administered in accordance with Legacy Health’s Corrective Action Policy. 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. In determining the appropriate corrective action step, the Employer will consider the severity of the offense, the number of prior offenses, the time period between offenses, and any other relevant criteria.

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

E. Corrective Action Options:

a. 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.

b. 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.

c. 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.

d. 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.

e. 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. A nurse placed on
suspension pending investigation will be provided with a general description of
the nature of the conduct under investigation, and will be updated on the status
of the investigation at least weekly.

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

F. Documentation of Corrective Action: All formal corrective action (Documented Verbal
Corrective Action and above) will be documented in writing and placed in a nurse’s
personnel file. After three (3) years a nurse may request to have previous corrective
action removed from her personnel file, provided there has been no additional corrective
action during that time. Whether to remove the corrective action will be within the
discretion of Human Resources and nursing management.

G. Employee Locator Systems and Video. An employee locator system or video will not be
used as the sole basis for discipline. In other words, Unity will investigate potential
discipline resulting from either of these systems prior to making a final decision on
discipline.

H. Notice of Resignation. A nurse shall provide Unity at least fourteen (14) calendar days’
notice prior to resignation.

I. Unity encourages its managers as a matter of professional courtesy to ask a nurse to
self-report to OSBN prior to the manager making such a report, in appropriate
circumstances as determined by the manager. Failure of a manager to do so shall not
be considered a contractual violation.
ARTICLE 7 – GRIEVANCE PROCEDURE (TA 9/21/2020)

A. A grievance is defined as any allegation that the Employer has breached one or more provisions of this agreement. This Article, and the process contained herein, shall be the exclusive method to be used to resolve such grievances.

1. Step One: A grievance shall first be presented to the Nurse Manager in writing within 14 calendar 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 ten calendar days to set up a meeting to discuss the matter, and 14 calendar days following the meeting to respond in writing.

Association grievance may be submitted at Step Two by submitting the grievance to the Vice President, Chief Nursing Officer (CNO) within the time-frame provided in Step One.

2. 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 with the CNO, or designee, within seven days of the filing of the grievance, in an attempt to resolve the grievance. The CNO shall submit a written response to the grievant, with a copy to the Association, within 14 calendar days of the filing of the meeting with the CNO, or, if no meeting is held, within 14 calendar days of the date of submission of the grievance to the CNO.

3. Step Three: In the event the grievance is not resolved by the procedure outlined in (A)(2) above, the grievance shall be submitted in writing to the Unity President within 14 calendar days of the receipt of the written response in (A)(2) above.

The Unity President or designee shall meet with the aggrieved Nurse and an Association representative within 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 14 calendar days from the date of the meeting with the President, or, if no
meeting is held, within 14 calendar days of the date of submission of the grievance to
the President.

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

Within 14 calendar days following receipt of the Association’s notice of intent to
arbitrate, the parties shall try to mutually agree upon the selection of an arbitrator. If the
parties cannot agree upon the selection of an arbitrator within the 14-day period, the
parties agree to select an arbitrator from a list of 11 submitted by the Federal Mediation
and Conciliation Service from among those on its panel of arbitrators who have a
business address in Oregon, Washington, California, Idaho, Nevada or Utah. A
selection from the list shall be made within five days of receipt of the list.

a. 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.

b. The arbitrator’s decision shall be final and binding upon the Employer and the
Association. The Arbitrator’s jurisdiction shall be limited to interpretation of specific
provisions of this Professional Agreement. The arbitrator shall not, without specific
written agreement of the Employer and the Association with respect to the
arbitration proceeding before them, be authorized to add to, detract from or in any
way alter the provisions of this Agreement.

c. 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, such cost shall also be borne equally 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.

d. The Arbitrator’s decision shall be announced in writing to the parties within thirty
days following the hearing, or if the parties submit post-hearing briefs, within
three days following submission of the post-hearing briefs.

5. The parties may mutually agree to mediate a grievance prior to arbitration by requesting the assistance of a mediator with the Federal Mediation and Conciliation Service.

6. The time limits for filing and processing grievances are material and essential terms of this Agreement. Only grievances which are processed in the manner and within the time limits provided herein shall be subject to arbitration.

7. All time limits set forth above may be extended by mutual agreement, in writing. Absent such written agreement to extend, any grievance not moved to the next Step by the Union within the aforesaid time limits shall be considered withdrawn and may not be submitted to arbitration.

8. Only grievances which involve the application or interpretation of an alleged violation by the Employer of a specific section or provision of this Agreement shall be subject to arbitration.
ARTICLE 8 – HOURS OF WORK

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

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

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

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 nurse’s basic workday (8, 10, or 12) in accordance with the nurse’s pay plan. Approved shifts of less than eight hours as posted on the work schedule will not incur overtime until a minimum of eight hours is worked.

2. Hours worked in excess of 40 hours in a workweek (or 80 in a pay period for nurses on an 8-and-80 schedule).

Overtime shifts must be approved by the nurse’s manager or designee in advance, except in emergencies.

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

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

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

F. **Minimum Shift Pay:** Nurses shall be paid a minimum of two hours’ pay for each shift worked unless the nurse volunteers to take the time off without pay. This minimum shift pay provision shall apply to mandatory staff meetings that a nurse is required to attend outside of a scheduled shift. This minimum shift pay does not apply to voluntary meetings, committee meetings, education, or investigatory meetings.

G. **Meal and Rest Periods:** Managers or designee shall schedule nurses’ meal and rest 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 their 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 Legacy policy. In the application of the factors 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 Unity 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 Unity supervisors/manager/charge nurse.

I. **Departmental Nursing Staff Meetings:** Departmental nursing staff meetings are voluntary and nurses shall be compensated at straight time for attending such meetings, unless the nurse is entitled to overtime pay in accordance with Article 8(C), above. Nurse Managers will schedule each departmental meeting for their department and communicate the schedule in advance. Nurses who do not attend the departmental nursing staff meeting will read the minutes for that staff meeting within 14 calendar days of posting, and will be paid for that time. Attendance at voluntary departmental nursing staff meetings will not be referenced in corrective action or referenced negatively in performance evaluations.

J. **Scheduling Procedure:** Full-time and part-time nurses shall declare their availability. After all full-time and part-time nurses have declared their availability, the schedule will be balanced to meet unit needs. The schedule will be finalized and posted for full-time and part-time nurses at least four weeks in advance. Prior to posting of the schedule, a full-time or part-time nurse may not be scheduled above or below their FTE. After the schedule is posted, on-call nurses will sign up for remaining available shifts to meet their minimum work requirement. Unity shall follow Legacy
policy in scheduling any remaining open shifts after the schedule is posted, until seven days before
an unfilled scheduled shift. At seven days prior to an unfilled scheduled shift, Unity shall
broadcast the shift availability to qualified bargaining unit and Resource Pool nurses.
Within six days of an unfilled scheduled shift, Unity shall follow Legacy policy for
broadcasting available shifts.

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

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

M. **Weekend Work:** For work on the weekend, the Employer will make an effort to have
Nurses who work 12-hour shifts work no more than every third weekend, and nurses who work 8-
hour shifts no more than every other weekend. A nurse required to work every other weekend may
use APL for two scheduled weekends per calendar year, to be designated six months in advance,
without being required to obtain coverage by other nurses. Only one nurse may exercise this
option on any particular weekend. 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.

N. **No Pyramiding:** There shall be no pyramiding of one and one-half or greater premiums.
No pyramiding means that once one hour has been deemed payable under one premium it may
not be counted again in determining whether such a premium should be paid for any other hour,
including overtime. For purposes of a premium not counting towards overtime, LSI is not included
and the premium must be paid at 1.5x or above.

O. **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.

   **Agency Nurses.** A bargaining unit nurse who is scheduled below FTE 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.
P. Absences. Nurses shall not be issued corrective action for poor attendance for use of eight or less shifts (full or partial) per calendar year (for nurses working 12-hour shifts; twelve or less for nurses working 8-hour shifts) of unscheduled APL, or other sick or unscheduled time, that are not otherwise protected by state or federal law, so long as Legacy notice requirements are met.
ARTICLE 9 – LOW CENSUS

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. Nurses will be selected
for low census in accordance with Legacy policy.

Unity has the option of assigning the nurse selected for low census to be on standby. 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.
ARTICLE 10 – COMPENSATION

A. This Article 10 applies to all Nurses employed under the terms of this Agreement, except the Utilization Management RN position, which is paid on a salary basis.

NOTE: Add Nurse Resident Wage Scale

A. Effective upon ratification, Unity nurses will maintain the same step scale as other Legacy nurses employed by Legacy Emanuel Hospital and Health Services. Nurses and ONA staff representatives will be able to view the step schedule on a confidential website, which will not be printed or shared outside of Unity or ONA.

B. Step Increases:

Nurses will continue to advance to the next step on their anniversary date, in accordance with Legacy policy applicable to other Legacy nurses employed by Legacy Emanuel.

C. Contractual Increases:

Effective October 1, 2021, increase step schedule by the increase provided to nurses employed by Legacy Emanuel Hospital and Health Services.

Effective October 1, 2022, increase step schedule by the increase provided to nurses employed by Legacy Emanuel Hospital and Health Services.

Effective October 1, 2023, increase step schedule by the increase provided to nurses employed by Legacy Emanuel Hospital and Health Services.

D. Differentials. Effective upon ratification:

<table>
<thead>
<tr>
<th>Differentials</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evening Shift (3:00 PM-11:00 PM)</td>
<td>$2.45</td>
</tr>
<tr>
<td>Night Shift (11:00 PM–7:00 AM)</td>
<td>$5.75</td>
</tr>
<tr>
<td>Relief Charge Nurse</td>
<td>6% of base rate</td>
</tr>
<tr>
<td>Standby Non-Holidays</td>
<td>$4.00</td>
</tr>
<tr>
<td>Standby Holidays</td>
<td>$7.00</td>
</tr>
<tr>
<td>Weekend</td>
<td>$2.00</td>
</tr>
<tr>
<td>Preceptor</td>
<td>$2.50</td>
</tr>
<tr>
<td>BSN</td>
<td>4% of base rate</td>
</tr>
<tr>
<td>MSN</td>
<td>6% of base rate</td>
</tr>
</tbody>
</table>
E. Nurses will receive one shift differential applicable to the hours for which the majority of the working shift occurs. For shifts where the hours are split equally, the nurse will receive the higher shift differential for the entire shift.

The relief 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.

A nurse will receive the higher of the BSN or MSN premium for which s/he is eligible, but not both.

F. 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.
ARTICLE 11 – 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 December 25. If Martin Luther King, Jr. Day and/or Juneteenth are recognized by Legacy Health system-wide, they will be recognized at Unity as well.

B. It is agreed that holiday work will be rotated by the Employer as equitably as possible and that a nurse who is required to work on a holiday shall receive time and one-half their base rate of pay.

C. Departments within Unity may designate up to six additional holidays per year as so-called “equitable distribution days,” one of which must be Martin Luther King, Jr. Day, in addition to the above-recognized holidays. Such days will be designated for each Specialty through their Specialty Practice Council for the term of this Agreement. The designated days will be rotated by the Employer as equitably as possible. There shall be no additional pay for working on any of these designated days.
ARTICLE 12 – ANNUAL PAID LEAVE

Full-time Nurses and Part-time Benefited Nurses will earn and may use Annual Paid Leave (APL) in accordance with Legacy policy applicable to similarly-situated non-bargaining unit employees.

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

[insert]
ARTICLE 13 – EMPLOYMENT STATUS (TA 1/5/21)

A. A Nurse employed by Unity shall not become a regular employee until they have been continuously employed for a period of 120 days.

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

C. The Employer 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 corrective action 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 within the bargaining unit shall be considered by the hiring manager in consultation with Employment Services prior to filling a position, provided however that other Nurses already working in the same classification within the Unit will be considered first, in accordance with Section E.2, below.

1. When a position is filled, 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 as the determining factor.

2. When filling a posting for nurses in the same classification within the same Unit, the position will be awarded by seniority as the determining factor, provided however that corrective action may be taken into account by the hiring manager. If there is only one applicant who meets the “Unit only” criteria, above, then the hiring manager may elect to consider applicants from outside the Unit in accordance with Section E.1, above.

F. All positions shall be posted five full calendar days prior to the filling of a vacancy. Positions will be posted as full internal postings, with the understanding that nurses within the Unit will be given preference in accordance with Section E, above. Managers will provide email notice of the postings to nurses within the Unit. Posted positions shall list whether they are day shift, evening shift (which includes the “bridge shift” of noon to midnight), night shift, or variable shift.
Cross-training assignments are not considered a position or a vacancy subject to this article. The Employer 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.

G. **Loss of Seniority:** A Nurse shall lose all seniority rights for any of the following reasons:

1. **Service Outside the Bargaining Unit:** When a Nurse covered by this Agreement who, without a break in employment by Unity, 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.

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

3. **Layoff or Workforce Reorganization:** The Employer 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 Employer 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”); and (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 within Unity, if the Nurse is qualified to meet the unit-
specific competency standards after no more than one week of orientation. Any
nurses who are displaced under this paragraph will have the option of accepting
any vacant position for which they are 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 (F)
in this Article. If the position remains vacant after five days, the position shall be
made available to nurses facing layoff.

4. Recall: Nurses shall be recalled in seniority order. The Employer 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. Nurses on the recall list may elect
to work as On-call Nurses for a period of up to 90 days without having that work
impact their position on the recall list. Notice of this election must be made to the
Employer within ten (10) days of the notice of layoff. After expiration of the 90-day
period, the displaced nurses may elect reclassification to on-call status and will be
removed from the recall list. Pursuant to Article 13, Section G, any recall rights
expire twelve months after layoff.

5. Notice: The Employer shall provide the Association and affected nurse(s) with at
least thirty (30) calendar days’ notice prior to a layoff or provide four weeks’ pay to
the affected nurse(s).

6. 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, and increases or decreases in FTE status among bargaining unit members.

7. Performance of Remaining Work: The work remaining after a workforce reduction shall
be performed by currently employed nurses until the Employer determines that recall
shall be initiated. The Employer may employ laid off Nurses who retain recall rights
as On-call Nurses to perform available work.
8. **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 hospitals within the system. Any nurse who elects to participate in Legacy’s Employee Transition Policy will waive any recall rights, and any recall or internal applicant status rights, they may have under this Article 13.

**ARTICLE 14 – HEALTH AND WELFARE/RETIREMENT**

A. **Health and Welfare**: The Employer 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. Unity may change to a different program only after providing the Association at least 45 days prior notice of the proposed change and an opportunity to discuss such change. Any changes in insurance coverage during this Agreement shall be no different for the bargaining unit than changes for similarly-situated non-bargaining unit nurses.

B. **Retirement Program**: The Employer 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. Unity may change to a different program only after providing the Association at least 45 days prior notice of the proposed change and an opportunity to discuss such change. Any changes in retirement benefits during this Agreement shall be no different for the bargaining unit than changes for similarly-situated non-bargaining unit nurses.
ARTICLE 15 – LEAVES OF ABSENCE

It is the intent of the Employer 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 16 – PROFESSIONAL DEVELOPMENT AND EDUCATION

Unity strives for excellence through continuous improvement efforts. Unity seeks and supports educational opportunities for the nursing department recognizing that knowledge is power and the key to change. Each nurse is encouraged to present suggestions for improving Unity’s education program to their supervisor.

In order to meet and exceed the standards of patient care, Unity requires specific national certifications or required courses.

A. Mandatory or Required Education. Unity will pay for fees and/or expenses of mandatory education in accordance with Legacy policy. Unity pays for time spent in mandatory and/or required education in accordance with federal law and Legacy policy. It is preferred that nurses complete such education during their work shifts, but if not able to do so nurses may do so off shift and will be compensated for that time in accordance with Legacy policy.

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

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

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

   c. PNCC recommendations as to eligibility of specific workshops and seminars shall also be considered during the evaluation of education requests.

C. Tuition Reimbursement. Unity supports nurses’ continuing professional education. Tuition reimbursement shall be provided in accordance with Legacy policy applicable to similarly-situated non-bargaining unit nurses.

D. Certification: The Employer 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. Under Legacy policy, the Chief Nursing Officer of Unity approves those certifications that are recognized for a certification bonus in any given year, in their discretion. The specialty certifications recognized by the CNO in 2021 are:
PES:
- Certified Emergency Nurse, CEN, ENA
- Psychiatric-Mental Health Nursing, RN-BC, ANCC

Adult:
- Medical-Surgical Nurse, RN-BC, ANCC
- Med-Surg Certification, CMSRN, MSNCB
- Psychiatric-Mental Health Nursing, RN-BC, ANCC

Peds:
- Pediatric Nursing, RN-BC, ANCC
- Pediatric Nursing, CPN, PNCB
- Psychiatric-Mental Health Nursing, RN-BC, ANCC

E. Transparency. Unity will provide PNCC with copies of all requests for tuition reimbursement and/or conference attendance, as well as whether they are approved or denied.
ARTICLE 17 – COMMITTEES

Professional Nursing Care Committee (PNCC)

A. Composition of the PNCC. The Unity bargaining unit shall elect from its membership one member from each nursing unit who, along with nursing management and leadership, shall constitute the Professional Nursing Care Committee. There will be six bargaining unit members of the PNCC – one from each unit, and two management members of the PNCC. The Association also may appoint three alternates – one from each cluster (PEDS, PES, Adult).

B. Selection of Bargaining Unit Committee Members. Bargaining unit committee members will be elected by the bargaining unit to serve staggered two-year terms to ensure continuity. Vacancies on the Committee may be filled by appointment at the discretion of the Association.

C. Selection of Management Committee Members. The Chief Nursing Officer shall appoint the management members of the PNCC.

D. PNCC Meetings. This committee shall meet every other month for two hours 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 the hour while in attendance at the committee meetings.

E. Chairperson. The committee shall have one chairperson, who shall be selected from the unit nurses.

F. Attendees. Only committee members will attend the committee meetings, unless mutually agreed by the chairperson and a management representative to invite guests.

G. Agendas. The chairperson shall distribute an agenda to all committee members at least one week in advance of each meeting. Appropriate agenda items may be submitted by members of the nursing staff for consideration by the chairperson.

H. 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.

I. Purpose. 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. Create and celebrate a nursing environment at Unity which is excellent.

4. Make recommendations on training and education for nurses, including use of professional development funds.

5. Consider workplace violence issues related to nurses.

J. Unity 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.

K. Attendance. Committee meetings will be cancelled for lack of attendance unless at least four of the six staff nurse members are in attendance.

L. The chairperson of the PNCC shall have the option to meet monthly with the Unity CNO to discuss PNCC-related matters.

M. The Unity Center is committed to providing VIW data involving nurses to the PNCC chairperson in the same format as provided to the Safety Committee.

N. Safety Committee. At least two bargaining unit members of the PNCC will be appointed to attend Unity Safety Committee meetings, which they will attend on paid time.

Clinical Practice Councils (CPCs)

Unity has established Inter-disciplinary Clinical Practice Councils. Nurses may participate in the CPCs in accordance with their individual charters. Unity will provide the PNCC with a copy of the CPC charters.

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, Unity will make necessary safety equipment available and promote safe working conditions. Nurses shall follow Unity safety procedures in order to perform tasks in a safe manner and will correct or report observed safety hazards to Unity.

Unity encourages all staff members to participate in its Safety Committee, including bargaining unit nurses. As noted in Article 17, Section L, at least two bargaining unit members of the PNCC will be appointed as members to attend Unity Safety Committee meetings.

The Safety Committee, among other functions, will review Legacy’s policy on Workplace Violence...
and may make recommendations for changes to the policy.

Unity will provide information on the Employee Assistance Program to any nurse who is impacted by an incident of workplace violence within 72 hours of the incident.

Unity will offer training on workplace violence to nurses in new employee orientation, and annually thereafter. Unity will consider input of the PNCC in developing and updating this training.
ARTICLE 19 – NO STRIKE, NO LOCKOUT (TA 9/21/2020)

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. Unity, 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.

Nurses who violate this Article are subject to corrective action, up to and including termination, in accordance with Article 6 of this Agreement.
ARTICLE 20 – GENERAL PROVISIONS

A. Sale, Merger, or Transfer: In the event Unity 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, Unity shall call this Agreement to the attention of any entity, business or person who is succeeding to the management or ownership of Unity, and, if such notice is given, Unity shall have no further liability or obligations of any sort under this Section.

B. 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.

C. Complete Agreement: It is agreed that during the negotiation leading to the execution of this agreement, the Association and Unity 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 Unity 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 Unity 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.
ARTICLE 21 – 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. Employees who work in on call status at Unity and on call or per diem at another Legacy facility shall have their status listed based on their position at Unity.

A nurse who applies for a supervisory position within Legacy Health must be willing to resign from their bargaining unit position in order to be considered for such supervisory position, provided however that Unity House Supervisors may perform bargaining unit work.

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 nurses 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 additional disciplinary steps.

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. 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 48 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 Employer 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 22 – DURATION AND TERMINATION

A. Duration: This Agreement shall be effective the first full pay period following its ratification by the bargaining unit, except as otherwise specifically provided herein, and shall continue to September 30, 2024, and from year to year thereafter if no notice is served as provided in this Article 22, Section b.

B. Modification/Termination Notice: If either party wishes to modify or terminate this Agreement, it shall serve written notice of such intention upon the other party no more than 120 days and no less than 90 days prior to expiration, or subsequent anniversary date.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the date first hereinabove mentioned.
Recommended Tentative Agreement, July 1, 2021

OREGON NURSES ASSOCIATION

By: ______________________________
    Seth Moore, Labor Relations
    Representative

By: ______________________________
    Sarah Mittelman, Chair

By: ______________________________
    Vice-Chair: Christine Allen

By: ______________________________
    Rebecca Brunk

By: ______________________________
    Tracie Henry

By: ______________________________
    Sherrie Neff

By: ______________________________
    Haley Choi

By: ______________________________
    Amer Filipovic

LEGACY EMANUEL HOSPITAL AND
HEALTH SERVICES, dba UNITY CENTER
FOR BEHAVIORAL HEALTH

By: ______________________________

By: ______________________________

By: ______________________________

By: ______________________________

By: ______________________________