

*Note: Following ratification, a bonus in the amount of \$1500 prorated to FTE will be paid the second full pay period to all nurses who are employed at the time of ratification.

Professional

Agreement

between

OREGON NURSES ASSOCIATION

and

SAINT ALPHONSUS MEDICAL CENTER - ONTARIO

~~**January 1, 2017 through November 30, 2019**~~

December 1, 2019- June 30, 2022

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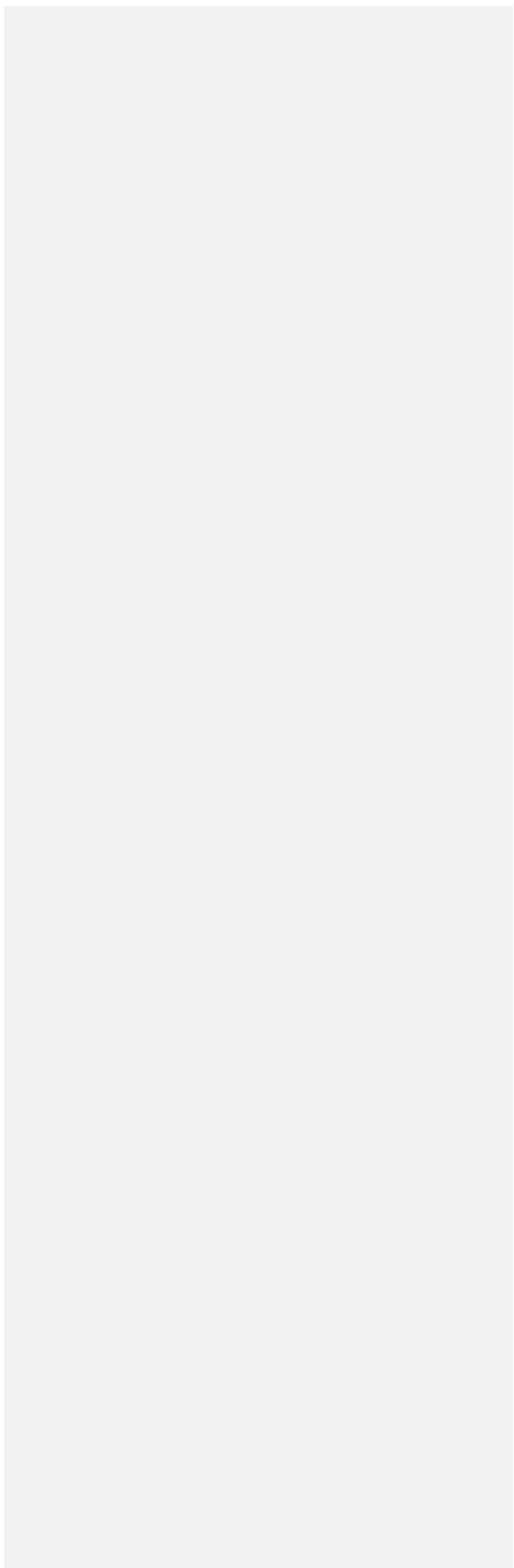
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ONA → St. Alphonsus Ontario	Date of Proposal: ____/____/____
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1 **AGREEMENT**

2 THIS AGREEMENT is entered into by and between Saint Alphonsus Medical Center -
3 Ontario, hereinafter referred to as "Hospital," and the Oregon Nurses Association, Inc.,
4 hereinafter referred to as "Association" or "ONA."

5
6 The intent of this Agreement is to set forth a mutually-agreed working relationship
7 between the Hospital and the Registered Nurses (also referred to herein as "RNs") with
8 respect to wages, hours of service, general conditions of employment, and lines of
9 communication. The common objective of the Hospital and the Registered Nurse is
10 delivery of superior patient care, harmoniously obtained and consistently maintained.

11
12 **ARTICLE 1 – RECOGNITION AND MEMBERSHIP**

13 Section 1.1. -The Hospital recognizes the Association as the collective bargaining
14 representative of Registered Nurses performing patient care duties in the Hospital with
15 respect to wages, hours, and working conditions. Registered nurses working in the
16 positions of Educator, Infection Control, Risk Manager; Case Manager/UR Clinical
17 Documentation Specialist or Clinical Resource Coordinator; Registered Nurses working
18 as temporary casuals or traveler nurses; guards; supervisors; administrative personnel;
19 and all other employees are excluded from the bargaining unit.

20
21 Section 1.2. -This recognition is limited to Hospital operations currently at 351 SW 9th
22 Street, Ontario, Oregon, and does not apply to nurses working in physicians' offices,
23 hospice or any other present or future operations of the Hospital.

24
25 Section 1.3. -This recognition shall not be interpreted to limit non-bargaining unit RNs
26 from performing work also performed by RNs in the bargaining unit.

27
28 Section 1.4.
29 a. Membership or Fair Share Obligation. If a bargaining unit nurse fails to
30 exercise one of the options described below for non-membership, the nurse shall have

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	Accepted by ONA	
	Accepted by Employer	

1 ~~one hundred and twentysixty (12060)~~ calendar days following the date of employment
2 within which to join the ONA or commit contractually to pay to the ONA the equivalent of
3 union dues as a fair share contribution. ~~A nurse who has not effectively opted out or~~
4 ~~committed to payments to the ONA may thereafter, on demand of the ONA, be~~
5 ~~terminated by the Hospital.~~

6 b. Opt-Out Options.

7 1. New Hires. Nurses hired into the bargaining unit after the date of ratification
8 of this contract, may opt out of membership or fair share contribution by written notice to
9 the ONA, by ~~certified~~ mail or email, post-marked within ~~9045~~ calendar days from the
10 date of the nurse's employment indicating the nurse's decision not to join or pay fair
11 share to the ONA. A nurse who fails to opt-out by the process described will have ~~3045~~
12 calendar days from the last date of the ~~9045~~-day opt-out period to join the ONA or
13 commit contractually to pay to the ONA the equivalent of union dues as a fair-share
14 contribution. A nurse who has not effectively opted out or committed to payments to the
15 ONA may thereafter, on demand of the ONA, be terminated by the Hospital.

16
17 2. Annual Anniversary Date Option. Any bargaining unit nurse who has
18 previously become a member of the Association or agreed to pay fair share may opt out
19 of membership or the obligation to pay fair share by providing written notice to the ONA
20 by ~~certified~~ mail or email once per postmarked within ~~30~~ calendar ~~year~~days ~~prior to any~~
21 ~~of the nurse's subsequent anniversary dates of employment. Any nurse who fails to~~
22 ~~optout by this process must remain a member of the ONA or committed contractually to~~
23 ~~pay to the ONA the equivalent of union dues as a fair share contribution. Failure to do~~
24 ~~so may result in the nurse, on demand of the ONA, being terminated by the Hospital.~~

25 Nurses shall provide the HR Department of the Hospital a copy of the opt-out
26 notice sent to the ONA by any type of mail or delivery.

27
28 c. Religious Alternative for Nurses Who Have Not Opted Out. Bargaining unit
29 nurses who as a result of their membership in a religious body which holds a bona fide
30 teaching tenet contrary to ONA membership, who do not opt out of the membership or
31 fair-share obligation otherwise in place, may make payment in lieu of the Association's
32 regular membership dues to a non-religious charity mutually agreed upon by the nurse
33 and the Association. It is agreed by the ONA that one acceptable charitable option is
34 the Saint Alphonsus Medical Center Foundation, if designated by the nurse. Such
35 payments are to be made on a regular monthly basis or in advance, and receipts are to

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1 be sent to the ONA. To be eligible for the exemption described herein, the nurse must
2 provide a letter to the Association signed by a leader of the church or religious body to
3 which the nurse belongs stating:

4 Contributions to organizations such as the Association are in conflict with tenets
5 or teachings of the church or religious body to which the nurse belongs.
6

7 d. Termination and Indemnity. Any nurse who fails to comply with the
8 membership or fair-share obligation who has not provided a notice of election to opt out
9 of such obligation under the terms above may by written notice from the Association to
10 the nurse, with a copy to the Hospital, be given fourteen (14) calendar days' notice of
11 termination. The Association shall indemnify, defend, and hold the Hospital harmless
12 from all claims, demands, suits, and other liability that may arise out of or by reason of
13 action taken by the Hospital for the purpose of complying with any provision of this
14 Section 1.4.
15

16 Section 1.5. Lists. Within thirty (30) days after this Agreement becomes effective, and
17 ~~quarterly~~monthly thereafter, the Association will be given a master list of RNs currently
18 employed by the Hospital. The list will include: the RN's name, address, phone
19 number, date of birth, and RN license number, as reflected in Hospital records;
20 department; classification; and date of hire as a RN. Beginning with the first month after
21 the master list is provided, and monthly thereafter, the Hospital will provide the
22 Association and the bargaining unit chairperson with a supplemental list containing the
23 same information requested above of any newly-hired, terminated or retired RNs. In
24 addition, the Hospital will provide the Association with written notice of any/all new non-
25 bargaining unit positions for which an RN license is required or preferred, including a
26 copy of the new job title and description of the new position. Such notice will be
27 provided to the ONA ~~three (3) days prior to~~within twenty-four (24) hours of posting the
28 new position.
29

30 Section 1.6. Association Dues. During the term of this Agreement, the Employer shall
31 deduct Association dues and/or agency fees from the pay of each member of the
32 Association who voluntarily executes a wage assignment form. When filed with the
33 Employer, the authorization form will be honored in accordance with its terms. Such
34 deductions shall be made monthly and remitted to the Association with a list of nurses
35 from whom the deductions were made. Deductions will be properly transmitted to the

1 Association by check payable to its order. Upon issuance and transmission of a check
2 to the Association, the Employer's responsibility shall cease with respect to such
3 deduction. The Association and each employee authorizing the assignment of wages
4 for the payment of Association dues hereby undertake to indemnify and hold the
5 Employer harmless from all claims, demands, suits or other forms of liability that shall
6 arise against the Employer for or on account of any deduction made from wages of such
7 employee. Any changes in the calculation of dues deducted under this Section must be
8 within the Hospital's existing payroll system capabilities.

9
10 Section 1. 7. Printing and Distribution of Agreement. The Association shall provide a
11 copy of the Agreement to each bargaining unit RN and each nursing unit. The Hospital
12 may purchase additional copies for administrative use from the ONA at a cost of \$5.00
13 per copy.

14

1 **ARTICLE 2 – EQUALITY OF OPPORTUNITY IN EMPLOYMENT**

2 Section 2.1. The Hospital shall not discriminate against any employee on account of
3 membership in, or activities for, the Association. Nurses shall not conduct Association
4 business in patient care areas or during hours of work, excluding lunch and break
5 periods taken in non-patient care areas, unless by mutual agreement of management.
6

7 Section 2.2. The provisions of this Agreement shall be applied without regard to race,
8 religion, color, age, gender, gender identity, national origin, sexual orientation and/or
9 physical or mental impairment which can be reasonably accommodated in all aspects of
10 employment, as required by applicable state or federal law. It is further understood that
11 the Association will cooperate with the Hospital's policy of nondiscrimination in all
12 aspects of employment.
13

14 Section 2.3. The Hospital shall also continue its policy of prohibiting unlawful
15 harassment, including unlawful sexual harassment. All RNs should report harassment
16 perceived to violate the Hospital's policy to management immediately. Retaliation
17 against a nurse for opposing discrimination or participating in an investigation of
18 discrimination is also a violation of the policy.
19

20 Section 2.4. All references to "employees" or "nurses" in this Agreement shall be
21 interpreted to designate both sexes, and whenever the female gender is used alone, it
22 shall be interpreted to include male and female employees.
23

1 **ARTICLE 3 – DEFINITIONS**

2 Section 3.1. Full-Time Nurse. A nurse who is regularly scheduled at least seventy-two
3 (72) hours in a 14-day period.

4
5 Section 3.2. Part-Time Nurse. A nurse who is regularly scheduled at least thirty-two
6 (32) hours in a 14-day period.

7
8 Section 3.3. PRN. A nurse who is scheduled on an intermittent or casual basis, often
9 fewer than thirty-two (32) hours in a fourteen (14)-day period. Such nurses shall not be
10 eligible for either purchased or accrued benefits. Before the schedule is posted, each
11 nurse manager will indicate to the PRN nurse which shifts are available in the following
12 schedule. A PRN nurse will normally be expected to be available to work at least forty-
13 eight (48) hours every three (3) months to retain status as a PRN. As part of the overall
14 work required, at least one (1) weekend shift in a three (3)-month period shall be
15 worked if requested by the Hospital. The PRN nurse must be available to work on one
16 of the following holidays each year: Memorial Day, July 4, Labor Day, Thanksgiving,
17 Christmas and New Year's Day. Low-census days and/or low-census/on-call days shall
18 count as days worked for purposes of this section. In periods of prolonged low census,
19 when the Hospital is unable to schedule a PRN nurse in days, he/she is available to
20 work, the minimum hours worked may be waived by the Hospital. For purposes of the
21 three (3)-month reference period set forth above, these hours will be tracked quarterly
22 as the three (3)-month periods fall within the calendar year, provided that each tracking
23 period will begin the first full payroll period beginning in that quarter.

24
25 If an RN changes from regularly-scheduled status to PRN status within a quarter, the
26 PRN hours will be calculated from the date of the RN's first PRN shift for purposes of
27 the Extra Shift Pay provided under Section 8 of Appendix A.

28
29 Section 3.4. Temporary RN. A nurse who is employed for a specific period of time, not
30 to exceed twenty-six (26) consecutive weeks. It is understood that temporary nurses
31 are excluded from the bargaining unit and ONA representation. Temporary nurses shall
32 not be eligible for either purchased or accrued benefits. If the temporary nurse is hired
33 as a regular employee, and satisfactorily completes the probation period, the nurse's
34 date of hire and seniority date shall be that date which the nurse was last hired as a
35 temporary nurse if there has been no break in the nurse's temporary employment.

1 Section 3.5. Agency, Traveler and Saint Alphonsus Health System (“SAHS”) Primary
2 EmployerLease Nurses. Except in circumstances where the Hospital has needed to
3 contract for an Agency/Traveler/SAHS Primary EmployerLease Nurse to temporarily fill
4 a position vacated because another nurse is on a protected leave with return rights, if
5 an Agency/Traveler/SAHS Primary EmployerLease Nurse is assigned duties for longer
6 than thirteen (13) consecutive weeks, that position will be re-posted according to Article
7 6 for all nurses to bid on if it has not remained posted before extension of the
8 Agency/Traveler/SAHS Primary EmployerLease Nurse beyond the initial thirteen (13)
9 weeks. If no qualified applicants apply for the position in response to the posting, the
10 Agency/Traveler/SAHS Primary EmployerLease Nurse may be extended for up to
11 another thirteen (13) consecutive weeks. At no time will a SAHS Primary
12 EmployerLease Nurse work in place of a bargaining unit nurse who is on involuntary low
13 census.

14

1 **ARTICLE 4 – HOURS OF WORK AND PAY PRACTICES**

2 Section 4.1. Workweek. The basic workweek shall be forty (40) hours in the seven (7)-
3 day period from Sunday through Saturday.

4
5 Section 4.2. Pay Practices and Pay Period. The Hospital will continue to operate under
6 a pay period of fourteen (14) calendar days. Nurses will be paid according to the pay
7 policies set forth in Appendix A.

8
9 Section 4.3. Workday. The workday is defined as the twenty-four (24)-hour period
10 beginning at the time the nurse commences work.

11
12 Section 4.4. Base Rate and Regular Rate. The first forty (40) hours of the workweek
13 are straight time. A nurse's straight-time rate of pay shall be the nurse's base rate of
14 pay from Appendix A excluding any shift differentials or premium pay. A nurse's regular
15 rate of pay shall be as defined in the Fair Labor Standards Act.

16
17 Section 4.5. Overtime. RNs shall be paid time and one-half his/her regular rate of pay
18 for any work time over forty (40) hours in one workweek (the seven (7)-day period from
19 Sunday through Saturday). Work time is defined as time which must be recorded and
20 paid and authorized for required attendance. This includes regular hours worked, call-
21 back hours worked at regular rate, mandatory (required) education, and orientation.
22 Hours which are not included as hours worked for purposes of calculating overtime
23 include PTO hours, low census, standby hours, ~~and~~ call-back, and critical shift incentive
24 hours worked at premium rates. Hours which are paid for jury duty will neither be
25 included as hours worked for overtime calculation purposes, nor will they be counted as
26 a working shift. Employees shall not work overtime without approval from a supervisor.
27 In a patient care emergency (such as a code), when a nurse cannot obtain advance
28 authorization, the nurse will notify his/her supervisor as soon as possible of the overtime
29 work.

30 Section 4.6. Holiday Pay. All RNs in the unit shall receive time and one-half his/her
31 regular base rate of pay when required to work on a holiday. Nurses who are required to
32 take call as part of their position, will be paid double time when called back in to work on
33 a holiday. Recognized holidays, for purposes of pay, shall be the following six holidays:
34

1 Christmas Eve/Christmas (December 24) from 19:00 through December 25, except if
2 the noon to midnight shift is re-established in the ED, the time for this shift will
3 be Christmas Eve/Christmas (December 24) 17:00 through December 25.

4 New Year's Day – January 1st

5 Independence Day – July 4th

6 Thanksgiving Day

7 Memorial Day

8 Labor Day

9
10 The day within which the majority of the hours of the scheduled shift falls shall be
11 considered the day of the shift for holiday premium pay.

12
13 Section 4.7. Low Census Call. A nurse who has been scheduled for a shift who is
14 notified prior to the shift not to report to work as scheduled or who is sent home after the
15 beginning of a scheduled shift may be placed on-call for low census during the scheduled
16 shift and may be required to report to work should the work load change. A nurse placed
17 on-call for low census will be paid the standby call rate set forth in Appendix A for hours
18 spent on-call for low census. In addition, if required to report to work from this call status,
19 the nurse shall be paid time and one-half the nurse's base rate of pay, plus any applicable
20 shift differential with a minimum of two hours at such rate for hours worked, except that
21 premium pay will stop when the nurse's previously-scheduled shift starts.

22
23 If a nurse is placed on-call prior to his/her shift beginning and is subsequently called in to
24 work before the shift actually starts, the nurse shall be paid straight time commencing with
25 the beginning of the shift regardless of when the nurse actually starts work, so long as the
26 nurse reports within thirty (30) minutes. If the nurse requires more than thirty (30)
27 minutes to report, pay for the shift will begin thirty (30) minutes prior to when the nurse
28 actually reports.

29
30 This provision does not apply to situations where the RN has been placed on low census
31 on call prior to the beginning of the shift and directed to report to work at a later time.

32
33 Section 4.8. Mandatory Scheduled Call for Closed Units. Although not scheduled for
34 regular duty, a nurse may be scheduled to be on mandatory call to be available to report

1 to work when notified. A nurse on scheduled mandatory call will be paid the standby call
2 rate specified in Appendix A for all time spent in such status.

3

4 These additional conditions shall apply as described in the administration of scheduled
5 call:

6 a. A nurse reporting to work from scheduled call shall receive time and one-half the
7 nurse's base hourly rate, plus any applicable shift differential with a minimum of two hours of
8 pay at this premium rate for all hours worked, except that premium pay will stop when the
9 nurse's previously-scheduled shift starts.

10 ~~b. b.~~ Obstetrical Services Call. All RNs assigned to work in the Obstetrical
11 Unit at the Hospital will be required to take mandatory call. This call time is
12 usually a total of eight (8) hours of on-call per week. However, this time
13 may need to fluctuate depending on number of positions vacant, new
14 scheduling or staff patterns, changes in practice patterns in the future (i.e.,
15 OB doing their own C-sections). When changes are needed to the call
16 schedule current patterns, the Patient Care Manager will discuss these
17 proposed changes with the Unit Council and solicit feedback to the plan.
18 Once that communication has been accomplished, the manager will then
19 notify the rest of the unit members of the proposed changes and will solicit
20 feedback for fourteen (14) calendar days. The manager will make a good
21 faith attempt to make appropriate accommodations to the suggestions and
22 will then post the changes. Sign-up for call will be managed by a voluntary
23 sign-up sheet on a first-come/first-served basis by the RNs on the unit. A
24 new sign-up sheet will be posted with each draft schedule. Any call shifts
25 not filled with volunteers within two (2) weeks after the voluntary sign-up
26 sheet is posted will be assigned by the manager or scheduler and included
27 in the final schedule. Once the schedule is finalized, it becomes the
28 responsibility of the RNs to find replacements for their own needs to
29 change the schedule. Unit staff will cover their own unit for sick calls and
30 absences. This will be done with mandatory call, if needed. Call shifts
31 may be covered in four (4)-hour blocks, as long as coverage for the entire
32 shift is arranged. The assignment of call shifts will be according to staffing
33 needs. Attempts will be made to keep the twelve (12)-hour day shift RN
34 call schedule to no more than two (2) twelve (12)-hour weekend call shifts
35 per schedule, recognizing this goal may not always be achievable,

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1 especially in a closed unit. Time recorded for the purposes of pay will be
2 done per pay policies of the Hospital.

3 c. In the event a double-back would result in less than ten (10) consecutive
4 hours off between any two shifts, the nurse will have the option to stay
5 home until the nurse receives a break of at least ten (10) consecutive
6 hours. If the nurse would rather report to work as scheduled, the nurse may
7 do so. Double back is defined as working a shift, or part of a shift, have a
8 shift or part of a shift off, and returning to work a shift or part of a shift.

9
10 Section 4.9. Non-Mandatory Requested Call. A nurse may be requested to be "on-call"
11 for hours s/he has not been scheduled to work. These situations may arise either when
12 a nurse agrees to be on-call for hours in addition to those hours for which s/he was
13 regularly scheduled, or to be available to report if needed when s/he has not previously
14 been scheduled to work. A nurse who agrees to be on-call for possible assignment will
15 receive the standby rate of pay set forth in Appendix A for all time spent in such status.
16 In addition, a nurse reporting to work from such non-mandatory call shall receive time
17 and one-half the nurse's base hourly rate plus any applicable shift differential for all
18 hours worked with a minimum of two hours of pay at this premium rate, except that
19 premium pay will stop when the nurse's previously-scheduled shift starts.

20
21 Section 4.10. No Pyramiding. Hours paid at an overtime premium shall not be
22 duplicated or pyramided; i.e., the overtime rate shall only be paid once for the same
23 hours. Therefore, for example, overtime hours worked on a holiday are paid only one
24 and one-half (1.5) times the regular hourly rate.

25
26 Section 4.11. Rest and Meal Periods. A fifteen (15)-minute rest period approximately in
27 the middle of each four (4)-hour work period will be taken by a nurse, but may be altered
28 as patient needs require. (For example, nurses working eight (8)- and ten (10)-hour shifts
29 will receive two fifteen (15)-minute rest periods; nurses working a twelve (12)-hour shift
30 are entitled to three fifteen (15)-minute rest periods.) A meal period of at least thirty (30)
31 minutes (unpaid and on own time) shall be scheduled no later than five (5) hours after the
32 work shift begins. Nurses working less than five (5) hours are not entitled to a meal
33 break.

34

1 The second or third rest period of the day may be combined with a thirty minute lunch
2 period with the permission of the person relieving the employee and the supervisor.

3
4 It is understood that, absent a bona fide emergency (i.e., a code), the meal period is to
5 be uninterrupted. Nurses normally will not be required to remain on the unit during the
6 meal period. If the nurse performs any tasks related to patient care as directed by a
7 supervisor during the meal period, it is considered interrupted and the nurse will be paid
8 for the meal period. As workloads allow, other shift nurses and management will assist
9 nurses in arranging appropriate coverage in order to receive a meal period. It is the
10 responsibility of the nurse, other nurses, and nurse managers on duty to reasonably
11 coordinate rest and meal breaks. A nurse who believes s/he is entitled to pay for an
12 interrupted meal period must report the incident to his/her manager and record the
13 incident on his/her time card by the end of the shift.

14
15 Section 4.12. Weekend Scheduling. RNs (part-time and full-time) working in twenty-
16 four (24)-hour patient care units are responsible to work twenty-six (26) weekends a
17 year. Where possible, these weekends will be every other weekend.

18
19 Section 4.13. Posting and Changing Schedules. Nurses will have access to their
20 schedules in each patient care area or through the staffing office. The posted schedules
21 will cover a four (4)-week period. The effective date of the schedule will be the date the
22 schedule starts. A tentative or "draft" schedule will be posted at least seven (7) weeks
23 prior to the effective date; and the final schedule will be posted three (3) weeks prior to
24 the effective date. To accommodate the staff requests for time off during special holiday
25 seasons such as Thanksgiving, Christmas and New Year's, draft schedules may be
26 posted several months in advance. Schedules posted on Mondays are deemed to have
27 been posted the prior calendar day, for the purposes of the posting periods described
28 above.

29
30 A nurse requesting a change in a final posted schedule will be responsible for arranging
31 alternative coverage for his/her scheduled shift, except in unanticipated situations of
32 illness or personal emergency. In arranging such alternative coverage, nurses will
33 consider appropriate skill level, licensure mix and cost (i.e., possible overtime). Such
34 arrangements for coverage will be effective upon approval of the unit manager or house
35 supervisor, which shall not be unreasonably withheld. In situations of illness or personal

1 emergency, where possible, the nurse will provide the unit manager or house supervisor
2 at least two (2) hours' prior notice that the nurse will be unable to work a scheduled shift.
3 In addition, RNs on regularly-scheduled vacation will not be expected to take call;
4 however, RNs who arrange time off by arranging a replacement for their scheduled hours
5 will also arrange for a replacement to cover their call responsibility.

6 A nurse desiring to alter a posted draft schedule is expected to notify the unit Patient Care
7 Manager, or designee, and any nurse directly affected by the proposed alteration of the
8 draft schedule. Once the final schedule is posted, changes cannot be made without the
9 consent of the Patient Care Manager or designee, as well as the affected nurse(s). ~~It is~~
10 ~~understood that the Hospital retains the right to deny vacation requests in special~~
11 ~~situations where the request would jeopardize the quality of patient care.~~ It is further
12 understood that in unexpected staffing emergencies resulting, for example, from multiple
13 employee resignations or terminations, unexpected leaves of absence, or unanticipated
14 patient care emergencies, the Hospital maintains the right to re-post a schedule which
15 may alter previously-scheduled time off. Such alteration will not occur without first
16 considering opportunities to fill the unexpected staffing emergencies with other sources of
17 staff, such as per diem, cross-trained, agency, or other nurses who have not previously
18 been granted time off.

19 It will not be a violation of the contract scheduling procedures for staff nurses
20 designated and approved by the Patient Care Manager to generate preliminary drafts of
21 work schedules where such procedures have been implemented and maintained by an
22 operating group in the bargaining unit with the approval of Vice President of Patient
23 Care Services.

24
25 Section 4.14. PTO (Vacation) Scheduling. Vacation requests for scheduled PTO of five
26 (5) or more consecutive days will be considered in part according to the time and date
27 they are submitted to management on a vacation request form, recognizing that vacation
28 requested for holiday periods will be rotated equitably on a departmental basis. Requests
29 ~~forms~~ will be submitted online through the electronic scheduling system, to the staffing
30 office Monday through Friday between 9 a.m. and 5 p.m., provided that requests
31 submitted outside those hours will be dated the next closest date to the staffing office
32 hours. Nurses are encouraged to submit such written requests no more than nine (9)
33 ~~(6)~~ months or less than eight (8) weeks in advance of the effective date of the affected

1 schedule. ~~Within seven (7) calendar days of their submission, nurses shall receive a~~
2 ~~copy of the written request forms with the date of receipt by the staffing office.~~

3
4 The Hospital's response to such vacation requests will be communicated with the
5 posting of the draft schedule at least seven (7) weeks prior to the effective date of the
6 schedule. In the event two (2) or more nurses request the same period of time off, the
7 Hospital will seek to accommodate the requests. If, however, multiple requests cannot
8 be accommodated for staffing purposes, the senior nurse shall be given preference.
9 However, the senior nurse cannot exercise this preference more than once during the
10 term of the labor agreement. Requests submitted after the posting of the draft schedule
11 will be accommodated as possible; however, a nurse may not use seniority in order to
12 secure a request submitted after the posting of the draft schedule. Nurses who submit
13 vacation requests after the posting of the final schedule will be required to secure their
14 own qualified replacement. At least one vacation request per shift per nursing unit will
15 be approved. In considering vacation requests, it is understood that management will
16 consider skill mix and staffing availability.

17 Requests for individual days off (less than five (5) consecutive days) will be submitted at
18 least five (5) weeks prior to the effective date of the Hospital schedule in which the
19 requested day off would fall. The Hospital's response to such requests will be
20 communicated when the final schedule is posted at least three (3) weeks prior to the
21 effective date of the schedule.

22
23 Section 4.15. Reporting Pay. RNs reporting to work for a regularly-scheduled shift
24 (other than situations covered by Section 4.7 (Low Census Call), Section 4.8
25 (Mandatory Scheduled Call), or Section 4.9 (Non-Mandatory Requested Call)) shall
26 receive a minimum guarantee of two (2) hours work or pay at the nurse's regular rate of
27 pay.

28
29 Section 4.16. Reclassification of PRN and Part-Time RNs. A part-time or PRN nurse
30 may request review of his/her status for the purpose of changing classification status.
31 The nurse will be reclassified if the Human Resources Department determines that the
32 hours worked or scheduled by the nurse during the previous six (6) months meet the
33 definition of a part-time or full-time nurse and such hours of work are expected to
34 continue. The Hospital also may initiate the foregoing review process.

35

1 Section 4.17. Shift Rotation. The parties recognize that scheduling practices and needs,
2 including the possibility of rotating shifts, may vary among nursing units. In units which
3 utilize rotating shifts, no more than three (3) rotating positions will be posted and held per
4 shift in a nursing unit at any one time. A nurse that is assigned to rotate from the night
5 shift to the day shift shall be paid the night shift differential for all hours worked while
6 assigned the rotation to day shift. Seniority will be a key factor in determining which
7 nurses may bid out of the rotating position. Management will attempt to employ any
8 rotating schedules in a manner that accommodates the scheduling desires of the
9 affected nurses, recognizing that management ultimately remains responsible for
10 maintaining adequate staffing.

11
12 Rotation of shifts normally will be limited to covering temporary shortages or vacancies in
13 the schedule where other staffing options are not available. Each temporary shortage
14 will be treated as a separate occurrence. The parties recognize that rotation of shifts
15 absent such situations is not the routinely-desired staffing arrangement. When such
16 temporary shortages or vacancies occur, management will first attempt to cover the
17 shortages with volunteers, appropriately cross-trained nurses, or PRN staff. In each
18 occurrence when a shortage or vacancy persists despite these efforts, designated
19 rotating nurses (as described in the paragraph above) will rotate into the shortage or
20 vacancy in rotating order starting with the lowest seniority within the patient care unit. It
21 is a goal that ordinarily no one nurse will be rotated for more than eight (8) weeks at a
22 time before another nurse is rotated, unless a longer or shorter period is mutually agreed
23 to by the rotating nurse and the department manager. Such rotation shall continue until
24 other volunteers or per-diem staff are scheduled or the shortage or vacancy ends.

25
26 Section 4.18. Temporary Assignments/Supervisory Assignment. A nurse may, with the
27 nurse's consent, be assigned temporarily to a non-bargaining unit supervisory and/or
28 management position. When a temporary assignment occurs, the nurse shall be
29 compensated for such work at the nurse's current hourly rate of pay plus ~~ten percent~~
30 ~~(10%) for the period of the interim assignment (effective April 2, 2017, this will be~~
31 ~~changed from ten percent (10%) to~~ four dollars and fifty cents (\$4.50) per hour worked~~},~~
32 for the period of the interim assignment. In those cases where bargaining nurses are
33 performing some duties that may be construed as supervisory, the parties agree that
34 such employees on interim assignment shall not be challenged as being covered by this

1 Agreement, although it remains understood that supervisors are not included in the
2 bargaining unit. -These temporary assignments shall be confirmed in writing.

3

4 Section 4.19. Hospital Provided Clothing. Nurses who are required as part of their job
5 duties to wear hospital provided scrubs while on shift, will be provided time at the
6 beginning and end of their shift to change into such clothing.

7

1 **ARTICLE 5 – EMPLOYMENT STATUS**

2 Section 5.1. Probationary Period. The probationary period for a newly-hired nurse shall
3 be ninety (90) calendar days from the first day of orientation. A nurse on probationary
4 status may be terminated at-will by the Hospital without recourse to the grievance
5 procedure. This probationary period may be extended up to ninety (90) additional
6 calendar days at the Hospital's discretion by written notice to the nurse sent before the
7 expiration of the initial ninety (90)-calendar day period. If a nurse's probationary period
8 is extended, a work plan shall be prepared before the end of the initial probationary
9 period to help the nurse meet any deficiencies.

10
11 Section 5.2. Personnel Files. In the presence of a Hospital representative, a nurse may
12 inspect items in his/her personnel files since his/her date of employment. If the nurse
13 requests one copy of any material from the file, such copy shall be provided at the
14 Hospital's cost.

15
16 Nurses shall be furnished one copy of any disciplinary action, evaluation, review of
17 performance expectations or educational development plan written for inclusion in their
18 files which is critical of the nurse's conduct or work performance. Nurses shall sign an
19 acknowledgement of receipt of such material. Such signature does not necessarily
20 indicate agreement with the content of the document.

21
22 Nurses may, within fourteen (14) calendar days of the acknowledgment, submit to Human
23 Resources a written response to such material for possible inclusion in the nurse's files,
24 consisting normally of not more than two (2) pages in total. The Hospital retains the right
25 to delete from any submitted material items which a reasonably prudent person would find
26 to be substantially inaccurate, defamatory or otherwise inappropriate as part of the
27 Hospital file. Such deleted material shall be returned to the nurse with a copy to the ONA
28 Labor Relations Representative. Within fourteen (14) calendar days of the mailing, the
29 nurse may submit revised material for possible inclusion in the personnel file after
30 consultation and review by the ONA representative. The Hospital may also delete from
31 such resubmitted material items which a reasonably prudent person would find to be
32 substantially inaccurate, defamatory or otherwise inappropriate as part of the Hospital file.
33 Such rejected material shall be returned to the nurse.

1 A nurse shall have the opportunity to have a statement included in his/her personnel file
2 within twelve (12) months after the administration of a prior disciplinary action. The
3 Hospital, upon request from the nurse, will review the nurse's performance related to the
4 original disciplinary action and include a written statement addressing the nurse's success
5 at resolving the issues that gave rise to the discipline. The statement thereafter shall be
6 given to the nurse and placed in his/her personnel file.

7
8 Section 5.3. Notice of Termination by the Nurse. Nurses shall give the Hospital not
9 less than eighteen (18) calendar days' prior written notice of intended resignation. The
10 nurse must be available to work all scheduled days during the notice period.

11
12 Section 5.4. Notice of Termination by the Hospital. The Hospital shall give non-
13 probationary nurses fourteen (14) calendar days' prior written notice of the termination
14 of their employment. When terminating a non-probationary nurse, the Hospital will
15 provide either the described notice or pay in lieu of notice for hours scheduled in the
16 notice period. No such advance notice, or pay in lieu thereof, shall be required for
17 nurses who are discharged for cause related to their work. Nurses who are discharged
18 for cause will be paid accrued PTO as of the date of termination. A nurse on
19 probationary status may be terminated in the sole judgment of the Hospital without
20 recourse to the grievance procedure.

21
22 Section 5.5. Exit Interview. Upon request, a nurse shall be granted an interview with
23 the Patient Care Manager of the unit and/or Human Resources upon termination of
24 employment. Such interview shall not be treated as an "investigatory interview" for
25 purposes of Association representation.

26

1 **ARTICLE 6 – SENIORITY**

2 Section 6.1. Seniority Defined. Seniority shall be based on years of service for all Full-
3 Time and Part-Time nurses. PRN nurses shall receive one (1) year of service credit for
4 every three (3) years worked. Each year in July, the Hospital will provide a copy of the
5 seniority list to the Association. A nurse will have twenty-one (21) calendar days from
6 the date the list is transmitted to the Association to challenge the accuracy of this list.
7

8 Section 6.2. Loss of Seniority. Seniority shall be terminated if a nurse is laid off for
9 more than twelve (12) consecutive calendar months, quits, retires or is discharged. If a
10 nurse retires and is rehired by the Hospital within a period of less than one (1) year from
11 the date of termination, s/he will be returned from the time of reemployment to the same
12 pay rate as prior to termination, to the same date of hire for purpose of PTO accrual,
13 and to the seniority list with the same seniority date (adjusted for the length of time of
14 retirement) as s/he had at the time of retirement. If a nurse quits and is rehired by the
15 Hospital within a period of less than one (1) year from the date of termination, the nurse
16 will be returned from the time of reemployment to the same pay rate as prior to
17 termination and to the same date of hire for the purpose of PTO accrual.
18

19 Section 6.3. Promotions or Transfers Out of the Unit. Seniority will not be lost when a
20 nurse is promoted to a supervisory or management position or transferred to a position
21 not covered by this Agreement, provided that seniority shall not continue to accrue
22 during the period of absence from the bargaining unit covered by this Agreement. An
23 individual in a non-unit position may use seniority to bid on a vacant bargaining unit
24 position. If the nurse later returns to a position covered by this Agreement, previous
25 seniority shall be unfrozen and continue to accrue.

26 An employee who returns to an RN position from a management or exempt non-
27 bargaining unit position will have the employee's salary determined in the following
28 manner.
29

30 The Hospital will evaluate their experience and place them on the wage scale based on
31 their overall experience as a nurse.
32

33 Section 6.4. Posting of Vacancies. The Hospital will determine and post job openings
34 which may include vacated or newly-created positions. Notice of temporary vacancies

1 expected to last more than thirty (30) calendar days will be communicated via email
2 within the affected department.

3

4 The posting period for positions open to internal and external applicants will be a
5 minimum of seven (7) calendar days prior to filling the position. External posting may
6 occur concurrently with internal applicants being considered first. Vacant positions will
7 be posted in the following manner:

8 1. Internal postings will be sent in a blast email to all nurses. The posting will
9 ask for interested applicants in the specified position as well as any similar position in
10 the same department that may open up because of job shifting. Similar positions may
11 include a change in shift, but job requirements and FTE will be essentially the same. If
12 there is a subsequent change in the job requirement or FTE, the position would then be
13 subject to the internal posting and blast email process. The position will remain open
14 for seven (7) calendar days.

15 2. Postings will include: department, original shift, FTE equivalent hours and
16 position requirement summary.

17 3. All successful and non-successful applicants will be notified.

18 4. Once the successful nurse accepts a position, he/she will receive a summary
19 of the job FTE and shift assignment. A copy will be placed in the nurse's file.

20 5. Once all shift changes and internal applicants have been considered, the
21 remaining open position/vacancy may be filled by qualified external applicants.

22 All internal applicants possessing required qualifications will be interviewed. Qualified
23 external applicants will also be considered. An internal nurse selected to fill a vacant
24 position shall be placed in that position after the sooner of: - (i) six (6) calendar weeks or
25 (ii) a qualified replacement for his/her position has been obtained and, if necessary,
26 oriented. In situations of positions which are hard to fill when the Hospital has been
27 unable to obtain a qualified replacement, transfers to the vacant position may be
28 delayed with mutual agreement between transferring nurse and Patient Care Manager
29 for up to twelve (12) weeks. Such agreements shall be in writing with a copy provided
30 to the Association. Qualifications to perform the duties of the position shall be the
31 primary consideration in the selection process. If two (2) or more qualified nurses apply
32 for a vacant position and are considered to be substantially equal in qualifications for
33 the open position in the sole judgment of the Hospital, the most senior nurse shall have
34 preference. There shall be no obligation to train an applicant to become qualified. An

1 applicant may be deemed qualified for a like position (similar job requirements and
2 qualifications which do not require additional training) even though the nurse has not
3 previously been oriented to the posted position. Only qualified applicants will be
4 considered. If there is no qualified applicant for a position which has been posted for
5 internal applicants only, the Hospital may fill the vacant position from any source.
6

7 The posting process is available for the openings described above. Nurses are not
8 permitted to bump an occupied position. It is also understood that if a nurse has held a
9 position in such a manner that the history of work hours demonstrates the nurse has
10 effectively occupied a position, it will be understood that the nurse has already been
11 assigned to that position and no vacancy exists to be posted. Normally, a position will
12 be deemed occupied if the RN has held it for at least six (6) schedules other than where
13 an RN is providing temporary relief for another nurse who holds the position.
14

15 In order to facilitate communications about career objectives, a nurse who desires to
16 change shifts or move to another department within the Hospital is encouraged to make
17 this desire known in writing to the Patient Care Manager of the prospective department
18 who may from time to time communicate with the nurse about prospective openings or
19 cross-training opportunities.
20

21 On request within ten (10) calendar days of notification of the decision, an unsuccessful
22 applicant may confer with the interviewing manager to receive feedback concerning
23 reasons for the selection and strategies for improving the nurse's prospects in the near
24 future.
25

26 Section 6.5. Low Census Rotation. When low-service volume requires adjustment in
27 nurse staffing, such adjustment shall be by rotation under the following guidelines.
28 These guidelines assume appropriate clinical proficiency of the nurse(s) who will remain
29 in a department following low census of other nurses. Low census and on-call will be
30 assigned in the following descending order of priority:

- 31 a. SAHS Lease RN.
- 32 b. Nurses who have earned overtime in the pay period, unless an exception
33 based on skill mix requirements is approved by the Patient Care Manager.
- 34 c. Volunteers who have requested low census. Where there exist more
35 volunteers than need, the low census will be assigned first to a volunteering nurse on

1 extra shift, and then to the volunteering nurse whose turn it is in the rotation. Where
2 volunteers have similar standing in the rotation, requested low census shall be awarded
3 in the order of the nurses' requests.

4 d. PRN nurses.

5 e. Part-time and full-time nurses not on overtime working an extra shift on that
6 day, above their assigned FTE.

7 f. Full-time, part-time registered nurses and Agency/Traveling Nurses, subject
8 to the Agency/Traveling Nurses' contractual exposure to low census.

9
10 Low census and on-call events shall be rotated by tracking on a fiscal year basis each
11 nurse's lost scheduled hour due to previous low census and/or on-call time, according
12 to the work records maintained via the Hospital payroll system. Cancelled hours on
13 extra shifts will not count as low census experienced for rotation purposes. At the
14 beginning of the first full pay period in each fiscal year, the accumulated low-census and
15 on-call time shall be erased, and the tracking will begin again. The record-keeping
16 system (Intranet Low-Census Workbook) is available on-line to all bargaining unit
17 nurses. Staffing decisions will be made in real time with information in the Intranet Low-
18 Census Workbook. Nurses shall be made whole for work lost when placed on low
19 census out of order only if a nurse has brought the potential error to the attention of his
20 or her manager or house supervisor prior to the lost work shift. ~~The nurse will take the~~
21 ~~low census and will resolve any concerns without access to the grievance procedure~~
22 ~~over low census rotation.~~ The Low Census Workbook will be available on the intranet
23 and will be open only to RNs and UCs for the unit represented.

24
25 All low-census hours, excluding Extra Shift low census, will be tracked for all full-time,
26 part-time, and agency nurses, with reports printed out daily for managers and house
27 supervisors to use when low census is needed. It is the nurse's responsibility to verify
28 the accuracy of their own low-census information in the Low Census Workbook.

29
30 For the purpose of including a newly-hired nurse, a nurse returning from extended leave
31 (i.e. FMLA) or an Agency/Traveling nurse in the tracking rotation, the nurse shall, upon
32 completion of orientation, or return to work, be given a number equal to the average for
33 the fiscal year to the end of the preceding payroll period of all the nurses in the new
34 nurse's primary unit's tracking rotation. The nurse manager will notify the RN of the

1 number of low-census hours he/she is receiving as credit. The RN will have fourteen
2 (14) days to challenge the credited low-census hours.

3
4 It is understood that the average number assigned to an Agency/Traveling nurse or to a
5 nurse emerging from orientation is solely an indicator for the rotation of low census; the
6 number assigned has no significance regarding any other issue such as compensation
7 or seniority.

8
9 In administering low census, the Hospital will maintain a skill level mix appropriate to the
10 remaining patient requirements.

11
12 The rotation records shall be maintained by management or designee on a payroll
13 period basis and be posted for nurses with the monthly schedule. The posting shall
14 include each nurse's tally of low-census hours through the most recent payroll period for
15 which the Hospital has data available on-site regarding low census when the scheduled
16 is posted.

17
18 Section 6.6. Low Census Maximum. Nurses shall not be placed on low census for more
19 than 25% of their regularly scheduled hours in a four (4) week schedule period. After
20 reaching the 25% maximum in a schedule period, nurses may only be placed on low
21 census if they volunteer for those hours. In the event a nurse has reached the low
22 census cap, management may reassign the nurse as a sitter, to orient to another unit,
23 or other task- related duties across the medical center.

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24
25 Section 6.7 Prolonged Low Census Periods. If in the event a group of nurses believes
26 that a prolonged period of low census or reduced hours no longer can be effectively
27 managed by the low-census rotation system or other utilized means, such nurses may
28 request an opportunity to meet with Nursing Administration and ONA representatives to
29 discuss possible options for addressing their concerns. Such discussions may include
30 alternative staffing patterns or a permanent reduction in hours or positions. In the event
31 management determines that the most appropriate option available is a permanent
32 reduction in hours, then the seniority provision outlined in the layoff provision will apply
33 in meeting the needed reduction.

34

1 Section 6.78. Nurses in Orientation. Nurses in orientation will be exempt from low
2 census. Nurses shall be given an appropriate orientation period as determined by the
3 appropriate nurse manager after consultation with the orienting nurse and the assigned
4 preceptor. A nurse in orientation, or the orientating nurse's assigned preceptor, who
5 believes the orienting nurse has been moved too soon to a full patient load may submit
6 to the appropriate nurse manager a written statement of orienting nurse's perceived
7 deficiencies for consideration and response by the nurse manager within seven (7)
8 calendar days. Should the precepting nurse be dissatisfied with the nurse manager's
9 response, the preceptor may submit in writing a statement for the cause of review to the
10 Vice President of Patient Care Services for consideration.

11
12 Section 6.98. Preceptors/Clinical Teaching Assistants (CTAs). Preceptors and CTAs
13 will be exempt from low census when they are actively engaged in precepting a nurse
14 in orientation or in CTA activities, unless there is an equally-qualified and trained
15 preceptor or CTA available and the assigned preceptor or CTA requests low census/on-
16 call. While part-time status will not disqualify a nurse, who has met the requirements for
17 performing as a preceptor or CTA, availability of the preceptor or CTA during the
18 orientee's or student's schedule is a significant factor for management in making
19 preceptor and CTA assignments. "CTA" status will be recognized under this provision
20 where the RN has been qualified and scheduled for that role with management
21 approval.

22 Section 6.109. Floating and Cross-Training. At the nurse manager's discretion, before
23 a nurse is placed on low census in a particular nursing unit, s/he will be given an
24 opportunity to cross train to other nursing units where it is cost effective, an opportunity
25 exists, and there is an identified staffing need.

26
27 RNs may request specific cross-training opportunities. Nurses will be assigned to float
28 or cross train at management's discretion, according to the skills and orientation of
29 individual RNs and the needs of various Hospital nursing units.

30
31 Section 6.1140. Low-Census Hours and Benefits. All low-census hours (whether or not
32 on-call hours) will count for purposes of PTO accrual.

33
34 Section 6.124. Layoff and Recall. If a reduction in force is deemed necessary because
35 of prolonged low level of service utilization, Team Leaders shall work with department

1 managers to evaluate and determine which positions or workweek hours shall be
2 eliminated. The Hospital retains the prerogative to consider the nurse's acute care
3 nursing experience, skill mix, current and/or active discipline and ability to perform the
4 remaining available work with adequate orientation. Where these factors are
5 substantially equal, seniority shall be the determining factor in deciding which nurses will
6 be affected by the elimination of positions or reduction of hours.

7
8 Nurses affected by an hour's reduction or position elimination may apply for open
9 positions, reduce to available PRN positions, be transferred, retrained, laid off, or
10 separated from employment, depending on conditions. Nurses choosing to apply for an
11 open position shall have first consideration over other applicants seeking the new
12 position for reasons other than a position elimination or hours reduction. If a nurse's
13 original position is reinstated, the displaced nurse has first preference in reclaiming the
14 position if it is posted within six (6) months from the date of layoff. Nurses who are laid
15 off will be given at least eighteen (18) calendar days' notice of layoff or will receive pay
16 in lieu of notice for all schedule days in that eighteen (18)-day period.

17
18 Nurses who remain on the recall list may apply for any open position that becomes
19 available. Nurses shall be recalled in the reverse order of layoff, so long as they meet
20 the qualifications established for the available positions.

21
22 Section 6.132. Response to Layoff or Recall. It is recognized that in exercising
23 seniority in situations of layoff or recall, a nurse must be willing to work the available
24 shift and hours. For example, if a shift available under the post-layoff staffing strategy
25 established by the Hospital is a full-time position and the senior nurse on the recall list
26 has been part-time, the senior nurse may elect to accept the available full-time shift and
27 hours offered by the Hospital or pass the opportunity to the next senior nurse. A nurse
28 electing to pass on an available position may bid on the next available opening for one
29 opportunity. A nurse declining his/her second recall opportunity will be deemed to have
30 resigned.

31
32 Section 6.143. Forfeiture of Recall. A nurse shall forfeit further recall rights by failing to
33 respond to the Hospital regarding intent to return to work within five (5) calendar days
34 after the date recall notice is sent by certified mail to the nurse's last address on record
35 with the Hospital.

1

2 Section 6.154. Hire Date Restored. Laid off nurses will have their original date of hire
3 reinstated if recalled within twelve (12) months of layoff.

4

5 Section 6.165. Filling Vacancies Temporarily. A temporary vacancy shall be defined as
6 any vacancy of less than thirty (30) days. There shall be no obligation to post
7 temporary vacancies. Temporary vacancies may be filled in the sole judgment of the
8 Hospital without regard to application for transfer or seniority.

9

10 Section 6.176. Hospital Assignment of RNs. While the Hospital will attempt to schedule
11 nurses consistent with preferences they have expressed through the job-bidding and
12 training registry systems, the Hospital retains the right to reassign nurses where
13 necessary in the judgment of the Hospital to balance experience, or training on a
14 particular shift or where the Hospital determines such action to be temporarily necessary
15 to the maintenance of a proper level of patient care. Nurses will not be assigned to float
16 or fill a position requiring cross-training without appropriate orientation and training under
17 the Hospital's policy entitled "Staffing: Orientation to Other Units (Float/Core)." Staff
18 nurses working extra time or extra overtime shifts will not be required to float to other
19 units outside their areas, nor will they be used by their primary assigned unit to allow
20 others to float, without agreement of the impacted nurses. Except in unforeseen
21 circumstances, a staff nurse working a regularly-assigned shift will not be required to
22 work outside the nurse's scheduled unit where the purpose of the reassignment is to
23 allow a nurse in another unit to float. Staff may float on a voluntary basis.

24

25 Section 6.187. General Principles.

26 a. Efficiency. The parties confirm that nothing in this Agreement requires the
27 Hospital to work an employee at overtime or premium rates when another qualified
28 employee is available to perform the work at straight-time or lower premium rates.

29 b. Assignments. The Hospital will attempt to distribute equitably training, work
30 and overtime assignments consistent with the provisions in this Agreement which
31 establish priorities normally to be followed in the assignment or allocation of work,
32 including overtime. It is possible, however, through necessity, miscommunication or
33 error that assignments will be made which may not strictly conform to these established
34 priorities. Employees who have missed a training, work or overtime opportunity through
35 some misapplication of the contract will have as their remedy priority to the next training,

1 work or overtime opportunity. In no case will the Hospital be required to pay an
2 employee for a missed training, work or overtime opportunity.

3

4 Section 6.198. Insurance Benefits. The Hospital will pay its share of the insurance
5 premiums for a laid-off nurse for the remainder of the ~~calendar month premium period~~
6 ~~(which is currently the end of the pay period)~~ in which the layoff occurred. Laid-off
7 nurses may continue the Hospital's insurance under applicable Hospital policies while
8 on layoff.

1 **ARTICLE 7 – HEALTH AND WELFARE**

2 Section 7.1. Medical, Dental and Vision Insurance. The Hospital shall maintain the
3 insurance plans currently in place, including any future changes which are uniformly
4 adopted for plan beneficiaries; provided, that changes in such plans or the current
5 premium cost sharing may be made as two conditions are satisfied:

6 a. The Hospital provides sixty (60) calendar days' advance written notice of the
7 proposed change to the ONA and gives meaningful consideration to any input received
8 from the ONA within thirty (30) calendar days of the written notice regarding the
9 proposed changes, and

10 b. Such changes shall be Hospital-wide for all employees of the Hospital, not
11 limited solely to the ONA bargaining unit.

12 Section 7.2. Other Benefits. The Hospital will maintain the employee benefits identified
13 in Appendix B attached, for the life of this Agreement, provided that changes may be
14 made as described in Section 7.1 above.

15
16 Section 7.3. Environment of Care Committee. The Environment of Care (EOC)
17 Committee shall have as members at least one (1) nurse designated by the Association.

18
19 Section 7.4. Exposure to Communicable Disease. Time lost from work because of
20 quarantine resulting from exposure to a communicable disease at work will be
21 compensated to an eligible nurse to the extent described below at the nurse's regular
22 rate of pay, if the quarantine is not covered by workers' compensation and if the nurse is
23 disqualified from nursing duties by the Hospital after following the process described
24 below. In order to be eligible for compensation, a nurse must:

25 a. Maintain current immunizations for diseases to which the nurse may be
26 exposed at the Hospital.

27 b. Report a potential exposure to the Hospital's Infection Control Nurse, or
28 designee, within four (4) hours of the nurse's awareness of the exposure and comply
29 with related requests for additional evaluation of the exposure as directed by the

1 Infection Control Nurse or someone with equivalent authority for the Hospital.

2 c. As a result of such evaluation, be placed under quarantine.

3

4 A nurse placed under such quarantine will be reimbursed up to seven (7) days of
5 regular pay to the extent the nurse is not able to work previously-scheduled shifts
6 because of the quarantine, if the nurse complies with any treatment regimen
7 recommended by the Hospital's Infection Control personnel.

8

9 This reimbursement is not available to the extent the Hospital has provided the nurse
10 other available and suitable work during the period of the quarantine. In any case, the
11 Hospital shall provide a nurse who loses scheduled shifts priority to subsequent make-
12 up work opportunities during the two (2) scheduling periods after the quarantine has
13 been lifted.

14

15 Section 7.5 Influenza Vaccine. Nurses are strongly encouraged to receive annual
16 immunizations against influenza, particularly when recommended by the SAMC
17 infection control committee, the local County Health Department, the Oregon State
18 Health Department, or if an epidemic is predicted. The influenza vaccination is provided
19 to nurses at no charge. Nurses who choose to be vaccinated are asked to provide
20 proof of annual vaccination. Nurses who choose not to be vaccinated are required to
21 annually complete the mutually-agreed-upon Declination of Influenza Vaccination form,
22 and may be required to take other protective measures that are consistent with SAHS
23 policy. Proof of vaccination and Declination Forms will be kept in the employee
24 confidential medical record.

25

26 If SAHS intends to modify its influenza or masking policy, the Hospital will provide the
27 Association with at least thirty (30) days' advance written notice of the proposed change
28 and will meet with the Association on request to negotiate the proposed change during
29 the thirty (30)-day notice period.

30

31 Section 7.6. Short-Term and Long-Term Disability. The Hospital will continue to pay
32 the full cost of coverage under the group long-term disability program for eligible full-
33 time nurses. The Hospital will continue to pay the full cost of coverage under the group
34 short-term disability and long-term disability programs for eligible full-time and eligible
35 part-time nurses, subject to the provisions of Section 7.1 above.

1 **ARTICLE 8 – PAID TIME OFF (PTO)**

2 Section 8.1. Accrual. Full-time and part-time nurses shall receive paid time off (PTO) in
3 accordance with SAHS policy.

4
5 Section 8.2. If SAHS intends to modify its Paid Time Off and Holiday Plan, Non-
6 Management (SAHS PTO Policy), the Hospital will negotiate the proposed change(s).

7
8 Section 8.3. ~~Through December 24, 2016, PTO hours will accrue as follows:~~

9

Completed Years of Service	Accrual Amounts per Year	Amount Accrued per Eligible Hour Worked	Maximum Accrual per Pay Period (up to 80 hours worked)
0 through 5	24 days or 192 hours	.092	7.38 hours
6 through 10	29 days or 232 hours	.112	8.92 hours
11 through 20	33 days or 264 hours	.127	10.15 hours
21 plus years	36 days or 288 hours	.138	11.08 hours

1 For reference only, under the SAHS PTO Policy, ~~which is to be effective December 25,~~
 2 ~~2016,~~ PTO hours will accrue as follows through December 19, 2020:

3

Length of Service	Time Accrued	Annual Accrual	Maximum Bank
Less than 1 year	0.096 hrs/hr paid	Up to 200 hrs/year	300 hrs
1-4 years	0.107 hrs/hr paid	Up to 224 hrs/year	336 hrs
5-9 years	0.119 hrs/hr paid	Up to 248 hrs/year	372 hrs
10-14 years	0.131 hrs/hr paid	Up to 271 hrs/year	406 hrs
15+ years	0.142 hrs/hr paid	Up to 296 hrs/year	444 hrs

4

5 Beginning December 20, 2020, the following separation of the holidays from the PTO
 6 bank will take place pursuant to the following grid, below. Note, there is no change to
 7 actual time off for employees.

8 Employees will be provided holiday pay based on FTE status (1.0 = 8 hours, 0.5 = 4
 9 hours, etc.), whether working or not.

10 For example, on the 4th of July, a 1.0 FTE will receive 8 hours of holiday pay, plus 1.5x
 11 pay for all hours worked on the holiday (a total of double time and a half). If the same
 12 employee does not work the 4th of July holiday, the 1.0 FTE will receive 8 hours of
 13 holiday pay.

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<u>Length of Service</u>	<u>PTO Accrual Rate Per Hour Paid</u>	<u>Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, 1 Floating Holiday,</u>	<u>Max Bank</u>
<u>Less than 1 year</u>	<u>0.069231 (e.g. up to 144 hours per year)</u>	<u>7 (e.g. up to 56 hours per year)</u>	<u>216 hrs</u>
<u>1-4 years</u>	<u>0.080769 (e.g. up to 168 hours per year)</u>	<u>7 (e.g. up to 56 hours per year)</u>	<u>252 hrs</u>
<u>5-9 years</u>	<u>0.092308 (e.g. up to 192 hours per year)</u>	<u>7 (e.g. up to 56 hours per year)</u>	<u>288 hrs</u>
<u>10-14 years</u>	<u>0.103846 (e.g. up to 216 hours per year)</u>	<u>7 (e.g. up to 56 hours per year)</u>	<u>324 hrs</u>
<u>15+ years</u>	<u>0.115385 (e.g. up to 240 hours per year)</u>	<u>7 (e.g. up to 56 hours per year)</u>	<u>360 hrs</u>

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Section 8.4. PTO hours accrued shall be accumulated in each nurse's individual account. A nurse accrues PTO on a maximum of eighty (80) hours per pay period.

Section 8.5 Maximum Accrual. ~~Through December 24, 2016, the maximum number of hours that may be accumulated at any one time are as follows:
Nurses may accrue up to a maximum of four hundred thirty-two (432) hours paid time off. Accruals beyond four hundred thirty-two (432) hours are lost.~~

For reference only, under the SAHS PTO Policy ~~to be effective December 25, 2016~~, the maximum accumulation will be one and one-half (1.5) times the maximum yearly accruals.

Section 8.6. Scheduling. All requests for time off work must be submitted through the electronic scheduling program~~written on a Time-Off Request form, dated and signed.~~
Requests for time off will be submitted as provided in Section 14 of Article 4.

Section 8.7. Payment. Accrued PTO will be paid in accordance with SAHS policy.

Section 8.8. Usage. Accrued PTO hours are used for days off work as specified in SAHS policy.

Section 8.9. Abuse. Disciplinary action shall be taken for abuse of PTO. The Hospital may at its discretion require a physician's certificate if there is cause to believe that an employee is abusing PTO. Should the hospital require this certificate, they will be responsible for the cost of the visit and paperwork.

Section 8.10. PTO Administration. Other policies on PTO, such as cash-outs and donations to other employees, shall be pursuant to SAHS policy.

1 **ARTICLE 9 – LEAVES OF ABSENCE**

2 Leaves of absence shall be provided in accordance with SAHS policy. If SAHS intends
3 to modify its Leave of Absence policy, the Hospital will provide the Association with at
4 least thirty (30) days' advance written notice of the proposed change and will meet with
5 the Association upon request to discuss any concerns the Association has regarding the
6 proposed change. The titles of the SAHS policies covering leaves of absence as of

7 ~~November 15, 2019~~ January 1, 2017 are:

- 8 • Family and Medical Leave (FMLA) and Oregon Family Leave (OFLA) for
9 Non-Military Leave
 - 10 • Family and Medical Leave (FMLA) and Oregon Family Leave (OFLA) for
11 Qualifying Military Exigency and Care for Covered Service Member Leave
 - 12 • Military Leave
 - 13 • Bereavement Leave
 - 14 • Jury Witness Duty and Pay
 - 15 • Elective Leave of Absence (Non-FMLA)
- 16

1 **ARTICLE 10 – PROFESSIONAL NURSING CARE COUNCIL (PNCC)**

2 Section 10.1. Definition. The Professional Nursing Care Council (PNCC) is a
3 committee which empowers and mentors staff nurses to make recommendations
4 regarding the standards, safety and quality of nursing care, procedures, ethical conduct
5 and professional practice of nurses.

6
7 Section 10.2. Policy. The PNCC shall operate as described in Hospital policy. The
8 policy can be revised by the Hospital in collaboration with the PNCC following notice to
9 and the comment opportunity described below, provided (1) that the PNCC (with a copy
10 to the ONA Labor Relations Representative) has received at least thirty (30) days' prior
11 written notice of the proposed change and an opportunity to meet to discuss the
12 proposed revision during the comment period, and (2) that no change will be made in
13 the policy without full consideration of the input received from the PNCC requesting
14 such proposed change, including a written explanation from the Vice President of
15 Patient Care Services of any variation from the recommendation of the PNCC
16 requesting the policy change.

17
18 Section 10.3. Exclusion. The PNCC shall refrain from discussing any matters which
19 are the subjects of a pending grievance.

20
21 Section 10.4. Structure. The core voting members of the PNCC shall be staff nurses
22 who are nominated and voted on by the unit/department where they currently practice.
23 In addition, the ONA bargaining unit shall designate from the bargaining unit one of the
24 members-at-large who shall be a voting member. Members will receive their regular
25 rate of pay for time in attendance at a scheduled meeting of the PNCC, including any
26 meeting of a subcommittee of the PNCC approved in advance by the Vice President of
27 Patient Care Services.

28
29 Section 10.5. Recommendations. Any recommendations of the PNCC requiring
30 administrative review and approval will be responded to within the time frame of the
31 next meeting or fourteen (14) calendar days if another meeting is not scheduled. This
32 response will be reflected in the minutes or in writing to the committee.

33

1 **ARTICLE 11 – PROFESSIONAL DEVELOPMENT**

2 Section 11.1. Performance Evaluations.

3 a. ~~Performance Evaluations will be conducted~~~~The Hospital shall utilize the~~
4 ~~Trinity evaluation form to provide a performance evaluation to an RN~~ at the end of the
5 probationary period and at least annually thereafter. Department Goals will be
6 developed at the unit level with input from the unit council or similar departmental
7 process. The nurses will receive at least thirty (30) calendar days' prior written notice of
8 the proposed evaluation and, if requested, management will consider any comments
9 submitted or delivered within twenty-one (21) calendar days of delivering such written
10 notice before finalizing the substance of the evaluation.

11 b. Peer Input. -The ~~NursePatient Care~~ Manager ~~may~~~~will~~ seek peer input in
12 preparing each RN's evaluation. ~~The nurse may also select an equal number of peers~~
13 ~~for their evaluation.~~ During the evaluation process, the ~~Nurse~~ Manager may provide the
14 RN a summary of peer comments regarding his/her performance, which may become
15 part of the evaluation documents. A copy of the summary of peer comments will be
16 provided to the RN. Peers participating in the peer review process will complete their
17 evaluations within the time lines arranged by the ~~NursePatient Care~~ Manager, which
18 shall be established in advance with reasonable regard for the additional work required.

19 c. Performance Evaluation Appeals. A nurse may request changes in his/her
20 performance evaluation by filing a written appeal with the nurse's ~~NursePatient Care~~
21 Manager which states the specific points of disagreement. Thereafter, the ONA Labor
22 Relations Representative assigned to the bargaining unit and the nurse's ~~NursePatient~~
23 ~~Care~~ Manager shall confer. If the ONA Labor Relations Representative and the
24 ~~NursePatient Care~~ Manager are unable to agree on appropriate disposition of the
25 appeal, the appeal may be submitted by specific additional written request to the
26 ~~CNOVice President of Patient Care Services.~~ The outcome of the appeal process will
27 be final and binding and not subject to the grievance or arbitration procedure of the
28 contract. An appeal will be dismissed as untimely if submitted later than twenty-one
29 (21) calendar days after receipt by the nurse of the performance evaluation.

30
31 Section 11.2.- In-services. -To the extent reasonably possible and with the pre-approval
32 of their manager, RNs will be granted time while on duty to attend appropriate in-service
33 training programs and seminars offered by the Hospital when related to their job. RNs
34 will be paid their regular rate of pay (including overtime, if applicable) to attend required
35 or mandatory in-service training programs if not on duty at the time of the training

1 program. RN participation in such in-service training with pay shall be pre-approved in
2 writing by the RN's ~~Nurse~~~~Patient Care~~ Manager. Where nursing leadership determines
3 that new or modified equipment requires additional in-service training for appropriate
4 nursing practice, appropriate training will be prepared. Notices announcing such
5 required training will be posted, and RNs will be expected to have completed such
6 training prior to using the new or modified equipment. RNs need prior authorization for
7 any paid education or in-service that results in overtime. This includes any self-
8 scheduled classes or on-line work. If this authorization is not obtained, the hours will
9 not be eligible for premium pay unless otherwise required by law.

10
11 Section 11.3. Educational Opportunity. Upon prior approval of the Hospital, for
12 expenses incurred to attend training programs and seminars relating to nursing which
13 will benefit the nurse in his/her employment at the Hospital, RNs will be reimbursed: the
14 lesser of air travel or mileage expenses; course fees; reasonable hotel expenses; and
15 the lesser of actual or the maximum recognized IRS meal allowance. To facilitate
16 attendance, a nurse may have airfare paid in advance of the event. In the event the
17 nurse is unable to attend, they may be required to repay non-refundable expenses. This
18 may be waived in extenuating circumstances with approval of the Senior Leadership
19 Team. A nurse attending with prior approval a mandatory training session or training
20 related to mandatory certification or recertification (such as ACLS or PALS) which has
21 not been reasonably available to the nurse on site at the Hospital within six (6) months
22 prior to the new certification requirement or expiration of the current certification (and for
23 which the nurse has on request been released from duty) will be reimbursed his/her
24 actual rate of pay for educational time spent in the program, cost of the program and
25 mileage. If required to stay overnight, with prior approval, the cost of hotel and meals
26 shall be provided.

27
28 The possibility of pay for time spent in non-mandatory outside conferences will be
29 considered on a departmental basis, within the departmental processes anticipated by
30 the Hospital's policy regarding Education of Staff. The question of whether the nurse
31 will be paid for time spent in a non-mandatory conference will be resolved during the
32 departmental approval process.

33
34 In furtherance of this objective, the Hospital will set aside at least \$~~15,000~~~~40,000~~
35 annually in an education fund for RN non-mandatory education expenses. ~~Starting in~~

1 ~~fiscal year 2018, this amount will be increased to \$15,000.~~ In addition, financial support
2 for two hundred (200) hours of paid time will be reserved in this fund annually.

3 Beginning July 1, 2020, financial support for four hundred (400) hours of paid time will
4 be reserved. These funds shall both be distributed equitably amongst eligible nurses
5 and in such a way so that one nurse or department of nurses does not dominate fund
6 requests. Requests for educational programs shall first be made to a unit practice
7 council and then forwarded to ~~managed by~~ the PNCC, within the processes provided by
8 applicable Hospital policies. A nurse may apply to this fund resource for financial
9 support to attend a conference providing non-mandatory education pertinent to their
10 practice as a RN at the Hospital. The Unit Practice Council and PNCC subcommittee
11 will respond to the applications to this fund and, where approved, will designate the
12 amount of support in paid time and expenses which the candidate will have available in
13 response to the application. The allocation of the funding will then be approved by the
14 Vice President of Patient Care Services. Access to this fund normally may not be
15 requested in combination with a request for department funds or other funds from within
16 the Hospital, but exceptions to this norm will be considered on a case-by-case basis
17 where a combination of available funds will make possible significant training that would
18 otherwise be unlikely to occur. Upon return from approved educational leave, the nurse
19 shall upon request make a written or oral presentation to appropriate nursing staff.

20
21 Section 11.4. Tuition Reimbursement. The Hospital will reimburse eligible RNs the
22 tuition for pre-approved educational programs according to SAHS policy.

1 **ARTICLE 12 – DISCIPLINE AND DISCHARGE**

2 Section 12.1. Just Cause. No nurse shall be disciplined or discharged without just
3 cause. A non-probationary nurse who feels s/he has been suspended, disciplined or
4 discharged without just cause may present a grievance for consideration under the
5 grievance procedure. Verbal coaching or counseling (as distinct from a verbal or written
6 warning) and review of performance expectations or evaluations shall not constitute
7 discipline. Verbal warnings shall be summarized in writing and presented to the nurse at
8 the time of the warning. In applying the SAHS system-wide disciplinary policy, any
9 discipline received at another hospital within the SAHS system shall be included in a
10 nurse's disciplinary record.

11
12 Section 12.2. Due Process. In the event the Hospital believes that a nurse may be
13 subject to discipline and determines that an investigatory interview will take place, the
14 following procedural due process shall be followed:

- 15 a. The nurse will be notified verbally in advance of the general topic(s) of the
16 interview that may subject him/her to discipline.
- 17 b. The nurse will be given an opportunity to explain the nurse's position regarding
18 the matter(s) under investigation during the interview.
- 19 c. If the nurse desires, the nurse will be entitled to be accompanied by an
20 available fellow nurse or an available representative of the Association at the informal
21 investigatory meeting. It is the responsibility of the nurse to arrange the appearance of
22 the nurse's representative at the investigatory meeting. The nurse will have one
23 representative at the meeting, unless special arrangements have been approved.
- 24 d. If the Hospital believes it has reason to counsel or otherwise discipline a
25 nurse, reasonable and appropriate effort will be made to accomplish this in a manner
26 that will not embarrass the nurse in front of other employees or the public.
- 27 It is understood that this due process standard is focused on investigatory interviews,
28 not other investigatory procedures or preliminary conversations that may subsequently
29 result in an investigatory interview subject to this section. If a nurse has a reasonable
30 belief that discipline may result for that nurse from what s/he says in a preliminary
31 conversation, s/he may request union representation.

32
33 **ARTICLE 13 – GRIEVANCE PROCEDURE**

34 Section 13.1. Purpose of Grievance Procedure. The grievance procedure as set forth
35 herein shall serve as a means for the peaceful and equitable settlement of all disputes

1 arising between the parties concerning the interpretation or application of this
2 Agreement. A grievance shall be defined as a claim by a non-probationary nurse or
3 nurses that a specific provision of this Agreement has been violated by the Hospital. A
4 probationary nurse may grieve a pay claim but no other matters. A grievance shall be
5 considered at the lowest level possible.

6
7 ~~While more than one nurse may initiate and pursue a grievance under this contract, the~~
8 ~~grievance procedure is not available for class action grievances.~~

9
10 Section 13.2. Informal Resolution. Nothing contained herein shall be construed to
11 prevent an individual nurse from presenting a grievance or having the grievance adjusted
12 informally, provided the adjustment is not inconsistent with the terms of this Agreement
13 and the Association is notified of the adjustment in writing within seven (7) calendar days
14 of the adjustment.

15
16 Section 13.3. Modification to Grievance Procedure. The time periods in the grievance
17 process may be shortened or extended only by mutual written agreement.

18
19 Section 13.4. Appeal Limitations. Any grievance not appealed in writing and presented
20 to the next higher level within fourteen (14) calendar days after a decision has been
21 rendered shall be considered settled on the basis of the last decision. The grievance
22 can be withdrawn in writing within the fourteen (14)-day period, in which case the
23 original circumstances are restored and that grievance is closed.

24
25 Section 13.5. Withdrawal from Grievance Procedure. An aggrieved party may withdraw
26 further consideration of a grievance at any level.

27
28 Section 13.6. Definitions. The following definitions shall apply to all grievances filed or
29 considered under this Agreement:

- 30 a. "GRIEVANCE" means a complaint by a nurse, or group of nurses, based
31 upon or caused by an alleged violation or misinterpretation of a specific provision of this
32 Agreement.
- 33 b. "DAYS" means calendar days.
- 34 c. "Written" means either on paper ~~or~~ rather than in an electronic form.

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1 d. "Presented to" means either hand delivered to the recipient directly or
2 ~~submitted via email unless the person submitting the grievance has faxed the grievance~~
3 ~~and subsequently confirmed by telephone the receipt of the grievance by the intended~~
4 ~~recipient.~~ -If a grievance is submitted over the weekend to satisfy time frames required
5 under contract procedures, the grievance may be given to the House Supervisor in the
6 absence of the ~~Nurse Patient Care~~ Manager, ~~CNO Vice President of Patient Care~~
7 ~~Services~~ or Human Resources.

8
9 Section 13.7. -Levels of Grievance Procedure. -The following levels of grievance are
10 available to the parties:

11
12 a. Level One. -A nurse shall discuss the grievance with his/her nurse manager in
13 an effort to resolve the matter informally. -The grievance shall be presented initially in
14 writing specifying the section or sections of the Agreement which have allegedly been
15 violated within ~~fourteen~~~~twenty-one~~ (14~~21~~) calendar days of the time the nurse knew or
16 reasonably should have known of the occurrence of the matter. -The grievance shall be
17 ~~given handed~~ to the manager for consideration. -Managers covering for an absent
18 manager will not accept grievances. -In the manager's absence, Human Resources or the
19 ~~CNO Vice President of Patient Care Services~~ may date and time the grievance for the
20 matter to be addressed with a newly-stated time frame as determined by the ~~CNO Vice~~
21 ~~President.~~ Grievances regarding appropriate pay are understood to arise on the pay day
22 for the event in question. A grievance concerning appropriate contribution by the Hospital
23 under the retirement plan or TSA program, if not described on a regular pay stub, is
24 understood to arise the earlier of: (1) fourteen (14) days after the postmark date, or (2)
25 receipt of the plan statement for the period in question. The nurse manager shall respond
26 in writing within fourteen (14) calendar days.

27 b. Level Two. If the nurse remains dissatisfied with the Hospital's response at
28 Level One, the grievance may be presented in writing within fourteen (14) calendar days
29 of receipt of the Level One response (or date such response was due), to the ~~CNO Vice~~
30 ~~President of Patient Care Services~~ who will issue his/her response within the later of
31 fourteen (14) calendar days of receipt by the Hospital of the appeal or any investigatory
32 meeting scheduled at this Level Two. The Level Two process shall include an
33 investigatory meeting between the grievant (and his/her representative, if requested)
34 and the ~~CNO Vice President of Patient Care Services.~~ Association grievances may
35 begin at this step.

1 c. Level Three. If the nurse remains dissatisfied with the Hospital's response at
2 Level Two, the nurse may file, within fourteen (14) calendar days of the Hospital's
3 response at Level Two or date such response was due, a written copy of the grievance
4 with a request for a meeting with a designated representative of Human Resources
5 (HR)~~the CEO~~ of the Hospital. A meeting shall take place within fourteen (14) calendar
6 days from the date the appeal is received by the HR designee~~CEO~~. The HR
7 designee~~CEO~~ shall have fourteen (14) calendar days from the date of the meeting to
8 submit an answer in writing to the aggrieved party.

9 d. Arbitration. If the nurse remains dissatisfied with the Hospital's response at
10 Level Three, the ONA may file within fourteen (14) calendar days of the Hospital
11 response a written request for arbitration. Upon timely referral to arbitration, the parties
12 shall jointly request that the FMCS provide a panel consisting of nine Oregon-based
13 arbitrators. The parties shall select an arbitrator from the panel by striking alternatively
14 a name until only one name remains. The first strike shall be determined by the flip of a
15 coin. The remaining name shall be designated as the arbitrator and he/she shall be so
16 notified. A hearing shall be scheduled before the arbitrator at the mutual convenience
17 of the parties and the arbitrator. At the time of notice to the arbitrator of his/her
18 selection, an inquiry will be made as to his/her expected timeline for hearing the matter
19 and rendering a decision. If the timeline is unacceptable to either party, the parties shall
20 select a different arbitrator by either moving to the second choice or requesting a new
21 panel. Nothing in this provision shall be construed to prevent the parties from mutually
22 agreeing on an arbitrator, with preference being given to neutral third parties from
23 Eastern Oregon. A decision of the arbitrator within the scope of this Agreement shall be
24 final and binding upon all parties. The losing party shall be responsible for paying the
25 fees and expenses of the arbitrator. Incidental costs, such as the place for arbitration
26 and transcript of testimony, shall be divided equally. Each party shall be responsible for
27 its own expenses, including the time of any witnesses and attorney fees, if any. The
28 arbitrator shall have no authority to add to or delete a provision of this Agreement and
29 shall confine the decision to the terms of this Agreement. All provisions of the
30 Agreement shall be considered to have been negotiated in good faith by the parties and
31 may not be ignored by the arbitrator. Failure to comply with the time limits specified in
32 this Article 13, shall, unless waived in writing, be considered to be jurisdictional by the
33 arbitrator. Disputes concerning benefits or pay shall be considered as of the time the
34 grievance first became known, or reasonably should have become known to the
35 grievant, and shall not be treated as continuing violations for purposes of compensation

1 or the time limits specified herein, provided that the arbitrator shall have authority to
2 remedy a continuing violation prospectively only.

3 Section 13.8. Grievance Representatives. Nurses may be selected by the Association
4 to act as Association representatives in the grievance process. A list of the trained
5 nurses selected as grievance representatives and the names of other Association
6 representatives who are trained to represent registered nurses shall be identified in
7 writing to the Hospital by the Association. However, a nurse instead may, at his/her
8 own discretion, choose any nurse to attend a grievance meeting as his/her
9 representative. Time spent by Association representatives on Association business is
10 understood not to be time worked for or compensated by the Hospital. It is the
11 responsibility of the grievant desiring representation to arrange the appearance of
12 his/her representative.

13

1 **ARTICLE 14 – NO STRIKE, NO LOCKOUT**

2 Section 14.1. No Strike. The Association and its members, as individuals or as a
3 group, will not initiate, cause, permit, participate in, or join any strike, work stoppage,
4 informational or other picketing, slowdown, or any other restrictions of work, at any
5 location of the Hospital during the term of this contract. RNs, while acting in the course
6 of their employment, shall not honor any picket line established at the Hospital by the
7 Association or by any other labor organization when called upon to cross picket lines in
8 the line of duty. Disciplinary action, including discharge, may be taken by the Hospital
9 against any employee or employees, selectively or as a group, engaged in a violation of
10 this article. Such disciplinary action shall not preclude or restrict recourse to any other
11 remedies, including an action for damages, which may be available to the Hospital. The
12 Hospital will notify the Association in writing if nurses engage in such activity.

13
14 Section 14.2. Lockout. There shall be no lockout of employees during the life of this
15 Agreement. The layoff of employees covered by this Agreement for any economic
16 reason shall not be construed to be a lockout for purposes of this Agreement.

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ARTICLE 15 – ASSOCIATION BUSINESS

Section 15.1. 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 twenty-four (24) hours’ prior written or emailed notice, or less by mutual agreement, to the Hospital Vice President of Patient Care Services (or appointed assistant) 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 will be conducted outside patient care areas, which include nurses’ stations, except where the ONA representative needs to observe activity in a patient care area.

Section 15.2. Bulletin Boards. The Hospital will provide a bulletin board in nonpublic areas in each nursing unit of the Hospital for the posting of meeting notices and other work-related information which is official ONA business for members of the bargaining unit. Such notices shall be signed by an official of the Association, and a copy shall be sent to the Hospital Administrator at the time of posting. All posted material should be dated and removed after being posted for a reasonable period of time. Subject to change after not less than fourteen (14) days’ prior written notice from the Hospital, the Hospital will continue its current practice of providing access to nurses’ individual mailboxes for distribution of ONA materials by ONA representatives on non-work time.

Section 15.3. Meeting Rooms. Upon reasonable request, and subject to availability, the Hospital will make a meeting room available for the purpose of Association meetings concerning contract administration. The Hospital shall have sole discretion and authority for the scheduling and availability of meeting rooms.

Section 15.4. Labor-Management Committee. A Labor-Management Committee may be formed at the request of either party. The Committee shall be comprised of an equal number of bargaining unit representatives and management representatives, not to exceed a total of six (6) (up to three (3) each), unless by mutual agreement. The ONA Labor Relations Representative may be included as a bargaining unit representative.

The Committee shall meet quarterly (unless cancelled by mutual agreement) for the purposes of discussing labor/management issues. The unit participants shall submit any items for the agenda of such meetings at least three business days prior to the

1 scheduled meeting. The Committee shall consider matters of mutual concern which are
2 not proper subjects for the grievance procedure.

3
4 Minutes of the meetings shall be prepared and approved by the Vice President of
5 Patient Care Services, or designee, and the unit leadership participating in the meeting.
6 Each participating Committee member shall be compensated up to two paid hours per
7 month at his/her regular straight-time rate for the purpose of attending these Committee
8 meetings.

9
10 Section 15.5. New Hire Orientation. The Hospital will provide new hires or SAHS
11 system transfers within the bargaining unit an information packet and a copy of the ONA
12 Agreement during the orientation process as assembled and provided by the ONA. On
13 request by the ONA, the information packet distributed during the orientation of new
14 bargaining unit members will include an invitation to attend a meeting sponsored by the
15 ONA during time that follows the end of the Hospital's nurse orientation. The meeting
16 will be announced as non-mandatory and neither the orienting nurse nor the ONA
17 presenters will be on time paid by the Hospital. The Hospital will provide the ONA
18 membership chairperson or designee with a list of the dates of orientation. The dates
19 for orientation shall be provided at least one month in advance, whenever practicable.
20 The Hospital shall notify the membership chairperson as soon as possible if the
21 orientation is to be cancelled.

22
23 Section 15.6. Association Negotiating Team. Where the Hospital has received
24 appropriate advance notice, the Hospital shall reasonably attempt to assist members of
25 the ONA negotiating team to be relieved of patient care duties to attend contract
26 negotiation meetings. Members of the team shall notify management of the need for
27 such relief as early as possible. Time spent on contract negotiations by nurses is
28 understood not to be time worked for or compensated by the Hospital.

1 **ARTICLE 16 – APPENDICES/LETTERS AND MEMORANDA OF AGREEMENT**

2 Appendices A, B and C, along with any attached letters and memoranda of agreement,
3 are intended to be part of this Agreement and by this reference are made a part hereof.

4

ARTICLE 17 – SEPARABILITY

1
2 In the event that any provision of this Agreement shall at any time be declared invalid by
3 any court of competent jurisdiction or through governmental regulations or decree, such
4 decision shall not invalidate the entire Agreement, it being the express intention of the
5 parties hereto that all other provisions not declared invalid shall remain in full force and
6 effect.
7

ARTICLE 18 – AMENDMENTS

1
2 Any provision of this Agreement may be amended, modified or supplemented at any
3 time by mutual consent of the parties hereto in writing, without in any way affecting any
4 of the other provisions of this Agreement.
5

1 **ARTICLE 19 – MANAGEMENT RIGHTS**

2 Section 19.1. The Hospital retains all the customary, usual and exclusive rights, decision-
3 making, prerogatives, functions, and authority connected with or in any way incident to its
4 responsibility to manage the affairs of the Hospital or any part of it. The Hospital retains all
5 power and authority not specifically abridged, delegated, or modified by a specific provision
6 of this Agreement. Such retained rights and prerogatives include, but are not limited to, the
7 right and prerogative to:

- 8 a. Direct employees.
- 9 b. Hire, promote, transfer, assign and retain employees in positions, and
10 suspend, demote, discharge or take other disciplinary action against employees for just
11 cause.
- 12 c. Relieve employees from duties because of lack of work or other legitimate
13 reason related to operation of the Hospital, patient census, or any other business
14 reason.
- 15 d. Maintain the efficiency of Hospital operations.
- 16 e. Determine the methods, means and personnel by which operations are to be
17 conducted.
- 18 f. Take appropriate action as necessary to carry out the mission of the Hospital.
- 19 g. Determine reasonable schedules of work and establish the methods and
20 processes by which such work is performed.
- 21 h. Determine the need for, and assign employees to, educational and training
22 programs, on-the-job training, and other educational activities.
- 23 i. Determine issues related to long-range planning, the application of Hospital
24 capital and other resources, including the right to liquidate, merge, or transfer such
25 resources as the Board of Directors may determine.
- 26 j Contract or subcontract any or all Hospital function or functions.

27 Section 19.2. Nothing in the Agreement will be construed to limit the right of the
28 Hospital to establish rules and procedures which are not in conflict with a specific
29 provision of this Agreement.

30
31 Section 19.3. All rights not expressly contracted away by a specific provision of this
32 Agreement are solely retained by the Hospital. The failure of the Hospital to exercise
33 any function, power, or right reserved or retained by it shall not be deemed to be a
34 waiver by the Hospital of its right to exercise said power, function, authority or right at a

1 future date, or to preclude the Hospital from exercising same, so long as it does not
2 conflict with any express provision of this Agreement. All of those rights of management
3 specified above or usually and customarily vested in management may not be ignored
4 or impaired, even if the parties agree to submit a dispute to arbitration.
5

ARTICLE 20 – SUCCESSORSHIP

1
2 The Hospital agrees to give the ONA written notice if it has reached a final decision (at
3 least thirty (30) days prior to the effective date of such decision) regarding the sale or
4 complete transfer of Hospital assets to a successor or transferee. It is understood,
5 however, that the Hospital undertakes no obligation beyond the duty to notify the ONA
6 as described and, upon request, to meet to bargain about the effects of such a decision.
7 It is further understood that this notice provision is inapplicable to any encumbrance or
8 partial disposal of Hospital assets. The Hospital is not bound by this Agreement to
9 require a successor employer to continue the terms of this Agreement, nor is a
10 successor hereby committed to such terms.

11

1 **ARTICLE 21 – DURATION AND TERMINATION**

2 Section 21.1. This Agreement will be effective upon ratification unless otherwise stated
3 and will remain in full force and effect through ~~June 30, 2022~~~~November 30, 2019~~, and
4 from year to year thereafter unless modified, amended or terminated in accordance with
5 the following provisions.

6
7 Section 21.2. Should either party wish to modify or amend any provision of this
8 Agreement or to terminate said Agreement, as of ~~June 30, 2022~~~~November 30, 2019~~, or
9 any subsequent ~~June~~~~November~~ 30 anniversary date, notice of desire to modify, amend or
10 terminate the Agreement shall be given by certified mail to the other party not more than
11 one hundred twenty (120) days nor less than ninety (90) days prior to ~~June 30,~~
12 ~~2022~~~~November 30, 2019~~, or any subsequent ~~June~~~~November~~ 30 anniversary date.

13
14 Section 21.3. In the event notice to modify or amend has been given, as provided above,
15 and assuming the Association gives proper notice pursuant to Section 8(d) of the Labor
16 Management Relations Act of 1947, as amended, and if no agreement has been reached
17 by the expiration date of this Agreement, the Agreement shall be considered terminated
18 by the parties.

19
20 Section 21.4. Both parties of this Agreement specifically waive their rights to negotiate
21 any matter not enumerated by this Agreement for the term of this Agreement, except
22 during negotiations leading to a successor Agreement. Both parties, however, may
23 mutually agree to bargain on any issue during the term of this Agreement.

24
25 Section 21.5. Past Practice. Any and all agreements, written and verbal, previously
26 entered into between the parties are mutually cancelled and superseded by this
27 Agreement. Unless specifically provided herein to the contrary, past practices shall not
28 be binding upon the

1

Hospital.

OREGON NURSES ASSOCIATION, INC.	SAINT ALPHONSUS MEDICAL CENTER – ONTARIO
By: <i>A. Salemi, RN</i>	By: <i>Heather Sprague</i>
Ateusa Salemi	Heather Sprague
Title: Labor Relation Representative	Title: Regional Vice President/Chief Human Resources Officer
Date: <i>6/5/17</i>	Date: <i>5/11/17</i>
<i>M. Anderson</i>	
<i>C. Scott RN</i>	
<i>M. Kelly RN</i>	
<i>B. Thompson RN</i>	
<i>Christine King</i>	
SAINT ALPHONSUS MEDICAL CENTER NEGOTIATING TEAM	
Date:	

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1 **APPENDIX A – PAY POLICIES**

2 All pay changes in this Agreement are effective the first pay period following the
3 indicated dates.

4
5 **A. COMPENSATION**

6 Section 1. Effective January 8, 2017, nurses in the Bargaining Unit will be paid in
7 accordance with the following wage scale for SAHS Boise/Nampa and Ontario. On
8 November 30 of each year, the hospital will provide the Association with a copy of the
9 wage scale and a list of each RN, their years of experience credit and current wage.
10 Nurses will be able to verify their placement on the wage scale by making an
11 appointment with Human Resources or their labor representative. The wage scale will
12 not be published, posted or distributed by any union representative.:

		1/8/2017
Beg	0.00%	\$27.88
1	2.00%	\$28.44
2	2.00%	\$29.01
3	2.00%	\$29.59
4	2.00%	\$30.18
5	2.00%	\$30.78
6	2.00%	\$31.40
7	1.50%	\$31.87
8	1.50%	\$32.35
9	1.50%	\$32.83
10	4.25%	\$34.23
11	1.50%	\$34.74
12	1.50%	\$35.26
13	1.50%	\$35.79
14	1.50%	\$36.33
15	1.00%	\$36.69
16	1.00%	\$37.06
17	1.00%	\$37.43
18	1.00%	\$37.80
19	1.00%	\$38.18
20	1.00%	\$38.56
21	1.00%	\$38.95
22	1.00%	\$39.34
23	1.00%	\$39.73
24	1.00%	\$40.13
25	1.00%	\$40.53
30	2.50%	\$41.54

1 Nurses will be placed on the wage scale based on total years of RN experience; credit
2 will be given for LPN experience, one (1) year of RN credit for every two (2) years of
3 LPN experience, up to five (5) years of total RN credit.

4
5 Section 2. Eligibility for Step Advancement. A nurse will be eligible for step
6 advancement in accordance with SAHS pay practices applicable to SAHS hospitals in
7 Nampa and Boise. Pursuant to those policies, a nurse will advance one (1) step each
8 year in the first full pay period in November. The only exception is for a new hire, who
9 will advance or not based on total years of experience as a nurse and step placement
10 upon hire.

11 a. Merit Bonus. Nurses in the Bargaining Unit will be eligible for a merit bonus
12 on the same basis as SAHS nurses employed in Nampa and Boise.

13
14 Section 3. Market Transitions. Effective the first pay period following November 1,
15 ~~2019 January 1, 2017 or ratification of settlement of the 2017 contract negotiations,~~ the
16 wage scale ~~described contained~~ in Section 1(a) above will be implemented. In addition,
17 if SAHS increases the wage scale for nurses employed in Nampa and Boise, the wage
18 scale ~~described contained~~ in Section 1(a) above will be increased by the same
19 percentage on the same date.

20
21 Section 4. Contract Minimums. The Association recognizes this agreement to be the
22 contract minimums standards of employment. Following twenty-eight (28) days' notice,
23 the Hospital shall have the right to pay similarly-situated nurses above the contract
24 minimums called for in this agreement, or to restore all similarly-situated nurses to the
25 contract minimums. Either party may request to bargain over the impact of any such
26 change to pay above the contract minimum or to restore to the contract minimum. Any
27 such bargaining will take place during and will not extend the twenty-eight (28)-day
28 notice period.

30 **B. PREMIUM PAY AND DIFFERENTIALS**

31 Section 1. Charge Premium. The charge premium will be paid to a nurse who, under
32 the direction of a patient care manager or house supervisor, is responsible for
33 coordination of unit staff and activities related to patient care and patient care
34 assignments. The selection of the charge nurse shall be the sole discretion of the
35 patient care manager. It is understood that any identified relief charge nurse shall be

1 entitled to the applicable charge differential in the absence of the patient care manager
2 and charge nurse. Charge nurses will be designated in writing by the Hospital to have
3 charge responsibilities. The charge nurse will be paid a differential of ~~five percent (5%)~~
4 ~~of the nurse's straight time rate of pay two dollars and fifty cents (\$2.50)~~ per hour for
5 each hour worked in such charge assignments. ~~Effective April 2, 2017, the five percent~~
6 ~~(5%) differential will be changed to a flat rate differential of two dollars (\$2.00) per hour.~~

7
8 Section 2. Preceptor and Clinical Teaching Assistant (CTA) Premium. A nurse
9 designated to function as a CTA or Preceptor for a newly-hired employee or an
10 employee transferring to a different unit requiring orientation will receive a differential of
11 one dollar (\$1.00) per hour effective the first pay period after ratification for the duration
12 of shifts spent orienting a new nurse which shall normally be the probation period of the
13 new employee.

14
15 Section 3. Float Pool Premium. To help meet the needs of the organization for staffing,
16 the Hospital will continue to post positions for a Float Pool under the RN job description.
17 Positions may be posted as Full Time, Part Time, and PRN based on identified staffing
18 needs. Float positions will be filled under the posting procedures of Article 6, Section 4
19 by nurses with appropriate training, competency and ability to work in multiple units (as
20 per Float Pool Guidelines # PCS 217) to allow needed staffing flexibility to
21 accommodate patient census fluctuations. The Hospital determines the number of Float
22 Pool RN positions, when to post positions and the FTE equivalent hours sufficient to
23 meet the changing needs of the Hospital.

24
25 RN's holding Float Pool positions will be eligible for a three dollar (\$3.00)-per-hour
26 differential on their base rate of pay for all hours worked. Float Pool RNs will participate
27 in low census/on-call assignment rotations a separate Float Pool unit working under the
28 direct supervision of the shift supervisor. A Float Pool RN may not bump other nurses
29 from their regularly-scheduled shift unless a regularly-scheduled RN volunteers for low
30 census/on-call assignment under the provisions regarding low census rotation in Article
31 6, Section 5. These positions will not be available to the staff for replacement of
32 requested days off or vacation coverage unless agreed upon by the manager
33 overseeing the assignment of the Float Pool staff and the requesting RN's manager.

34

1 Section 4. Shift Differentials. Nurses eligible for shift differential shall receive shift
2 premiums pursuant to the prior collective bargaining agreement. ~~Effective April 2, 2017,~~
3 ~~Nurses~~ eligible for shift differentials shall receive shift premiums as follows for hours
4 worked:

5 Evenings: ~~\$2.60~~~~1.25~~ per hour

6 Nights: \$3.75 per hour

7 Shift differential will not be paid for PTO, jury duty, holidays or other time paid but not
8 worked.

9
10 Eligibility for shift differentials will be determined based on when the original shift
11 commences. Nurses working beyond their normally scheduled shift will be paid in
12 accordance with the overtime policy. Shift differentials will be paid for evening and night
13 shifts as defined in SAHS policy.

14
15 Section 5. Weekend Differential. Weekend shifts commence at 12:01 a.m. Saturday
16 and end at 11:59 p.m. Sunday. When more than half the shift has been worked on a
17 scheduled Saturday or Sunday weekend shift, all hours worked will be paid a differential
18 of ~~two~~~~one~~ dollars and ~~70~~~~25~~ cents (~~\$2.70~~~~1.25~~) per hour worked. ~~Effective April 2, 2017,~~
19 ~~weekend differential shall be increased to one dollar and fifty cents (\$1.50) per hour~~
20 ~~worked.~~

21
22 The Weekend Differential will not be paid for PTO, jury duty, holidays, or other time paid
23 but not worked. The weekend differential shall not be counted in computing the regular
24 rate of pay applicable to overtime hours, but it will be paid for time worked on weekends
25 in addition to other premium rates that may apply.

26
27 Section 6. Standby On-Call/Call-Back. When a nurse is scheduled to be available to
28 return to work during off-duty hours, the nurse shall receive compensation of four dollars
29 (\$4.00) per hour for scheduled standby hours and five dollars and fifty cents (\$5.50) per
30 hour for scheduled holiday standby hours.

31
32 A nurse who is called to work from scheduled standby will be paid depending on the
33 nature of the standby, as outlined in Section 7 (Low Census Call), Section 8 (Mandatory
34 Scheduled Call) and Section 9 (Non-mandatory Requested Call) of Article 4 (Hours of
35 Work) of the Agreement.

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Section 7. Extra Shifts Pay. Extra Shifts Pay shall be ~~ten~~nine dollars ~~and fifty cents~~ (\$~~10.009-50~~) per hour for RNs and six dollars (\$6.00) per hour for PRNs.

As described in Section 13 (Posting and Changing Schedules) of Article 4 of the Agreement, the scheduling cycle covers four (4) weeks. Work schedules are prepared based on an attempt to match an RN's FTE status with anticipated staffing needs. Part-time and full-time nurses are generally penciled into the schedule according to their commitment of general availability reflected by their FTE status. Nurses who have committed more than seventy-two (72) and up to eighty (80) hours for each fourteen (14)-day pay period in the scheduling cycle are regarded as full-time, and nurses who have committed thirty-two (32) to up to seventy-one (71) hours are regarded as part-time. In addition, PRN nurses are generally expected to work forty-eight (48) hours each quarter without specific advance commitment, while recognizing that PRNs are eligible for Extra Shift Pay after working sixty (60) hours in a calendar quarter.

To address possible shortfalls in available nurse hours, the Hospital commits to the following Extra Shift Pay Program.

The Extra Shift Pay Program is designed to encourage nurses to reach beyond their regular staffing commitment to work beyond, or in excess of, their normal hours during periods when there is a shortage of previously-committed nurse hours. Any extra shift assignment accepted, including partial shifts, may be treated as an extra shift for qualifying purposes under this section.

If a nurse is placed on low census in the same week they had signed up for an extra shift, they will receive the extra shift pay even though they haven't met their regularly scheduled hours. On the draft schedule, the nurse may sign up for extra shifts, and the manager will concur which shifts are extra beyond the nurse's regularly-scheduled hours. The nurse will commit for extra shifts on the final schedule with the manager's agreement, and this commitment will be annotated on the final schedule.

The Extra Shift Pay Program does not apply to shift trades arranged between nurses. Extra Shift Differential will be paid in addition to other applicable premium rates, including overtime.

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1 a. Short-Notice Shifts. It is recognized that an unexpected absence of a scheduled
2 nurse or sudden and unanticipated change in patient census may result in extra shift
3 needs on short notice. Where a nurse commits to work beyond the nurse's normal FTE
4 to fill such shifts on less than twenty-four (24) hours' notice, the extra shift premiums
5 specified in paragraph 1 above shall apply.

6 It is recognized that the Hospital, at its sole discretion, will schedule such extra shifts
7 based on management's assessment of patient acuity, available nursing skills, and cost
8 of services. ~~While the Hospital will attempt in good faith to balance these competing
9 interests, its final scheduling decisions are not subject to the grievance and arbitration
10 procedure of the contract.~~ If these factors are relatively equal, priority shall be given to
11 volunteers who regularly are scheduled in the unit (including cross-trained nurses
12 working in more than one unit) over volunteers regularly scheduled in a different unit
13

14 It is understood the premium applies regardless of whether the hours worked under the
15 Extra Shift Pay Program constitute a full regular "shift," so long as the nurse works the
16 hours assigned under the Extra Shift Pay Program.

17
18 Section 8. Certification Bonus. Nurses who have obtained one or more national
19 certifications applicable to nursing care at the Saint Alphonsus Medical Center –
20 Ontario, recognized by SAHS policy, will receive a bonus in accordance with SAHS
21 policy.

22
23 Section 9. Mileage Allowance. Nurses who are required to use their own automobiles
24 during the course of their employment will be reimbursed mileage at the applicable IRS
25 rate.

26
27 Section 10. BSN and MSN Differential. Nurses with a BSN or MSN degree will receive
28 a differential of not less than seventy-five cents (\$0.75) per hour.
29

1 **APPENDIX B - EMPLOYEE BENEFIT OVERVIEW**

2 Benefit Summary

3 This Benefit Summary is subject to change and is provided for overview purposes only.
4 For more information, please contact the Human Resource Department at 541-881-
5 7081.

6 Employment Status Definitions (Hours per Pay Period)

7 See Article 3 of the Agreement.



11

Benefit	Who is Eligible	Who Pays
Medical/Rx	Full time and Part time Colleagues <ul style="list-style-type: none">• Health Savings PPO with a Health Savings Account• Traditional PPO• Essential PPO	Saint Alphonsus and Colleague
Dental	Full time and Part time Colleagues <ul style="list-style-type: none">• High Plan - Delta Dental PPO• Standard Plan - Delta Dental PPO	Saint Alphonsus and Colleague
Vision	Full time and Part time Colleagues <ul style="list-style-type: none">• High Plan – United Healthcare• Standard Plan – United Healthcare	Colleague
Basic Life / AD&D	Full time and Part time Colleagues 1x Annual Salary	Saint Alphonsus
Supplemental Life (Subject to Guarantee Issue limits)	Full time and Part time Colleagues 1x - 8x Annual Salary (Max 9x Annual Salary With Basic Life) <i>(Evidence of Insurability may Apply)</i>	Colleague
Spouse Life	Full time and Part time Colleagues 5 options: \$10,000, \$20,000, \$50,000, \$80,000, \$100,000 <i>(Evidence of Insurability may Apply)</i>	Colleague
Child Life	Full time and Part time Colleagues 3 options: \$5,000, \$10,000, \$20,000	Colleague
Paid Time Off (PTO)	Full time Colleagues Accrual begins at 7.692 hrs. per pay period <i>(based on a full-time 1.0 FTE)</i>	Saint Alphonsus
	Part time Colleagues Accrual based on hours paid	Saint Alphonsus
Short Term Disability (STD)	Full and Part time Colleagues 60% of basic weekly earnings	Saint Alphonsus
Long Term Disability (LTD)	Full time and Part time Colleagues <ul style="list-style-type: none">• 60% of Annual Salary• 66 2/3% of Annual Salary	Saint Alphonsus pays 60% level Colleague can buy-up to 66 2/3%

Benefit	Who is Eligible	Who Pays
Group Legal	Full time and Part time Colleagues Hyatt Legal Plan	Colleague
Retirement Plan	All Colleagues A Defined Compensation Pension Plan 403(b) with three components: Core Employer Contribution of 3% eligible wages; Employer Based Matching Contributions (if Colleague makes contributions) and Colleague contributions. Three year vesting.	Saint Alphonsus
FSA - Health Care	Full time and Part time Colleagues <ul style="list-style-type: none"> Annual Min \$130 Annual Max \$2550 	Colleague makes contributions - only Colleagues who elect Traditional or Essential PPO are eligible
FSA - Dependent Care	Full time and Part time Colleagues <ul style="list-style-type: none"> Annual Min \$130 Annual Max \$5000 	Colleague makes contributions
Idaho Ideal College Savings Plan (529)	All Colleagues After-tax savings with tax free incentives	Colleague makes contributions <i>(Boise/Nampa)</i>
Adoption Assistance	Full time and Part time Colleagues \$4,000 of approved expenses with additional 50% if adopting special needs child	Saint Alphonsus
Saint Alphonsus Health Alliance Offerings	All Colleagues Convenient, discounted services and products	Colleague
Employee Assistance Program (EAP)	All Colleagues and immediate family Confidential counseling, 6 to 8 free visits per year, depending on location	Saint Alphonsus
Credit Union <i>(physical location in Boise)</i>	All Colleagues	Colleague
Tuition Reimbursement	Full time and Part time Colleagues	Saint Alphonsus
Onsite Gym - <i>(Boise)</i>	All Colleagues \$7.00 monthly membership fee <i>(Boise)</i>	Colleague
Live Your Whole Life Wellness Offerings	All Colleagues	Saint Alphonsus
Child Birth Classes <i>(Boise)</i>	All Colleagues 50% reimbursement at Family Center	Saint Alphonsus and Colleague
Early Learning Center <i>(Boise)</i>	All Colleagues On site quality child care services	Colleague
My Voluntary Options	Full time and Part time Colleagues Voluntary insurance plans: Home, Pet, Auto, Life, Cancer, Critical Illness, AD&D, identity theft protection	Colleague
My eVisit	All Colleagues Real-time, secure, electronic video visit with a provider for colleagues and immediate family members	Colleague
Patient Care Liaisons	All Colleagues Dedicated 24/7 service for enrolled colleagues; help finding a provider, and assistance with billing/scheduling	Saint Alphonsus
340B Rx Value Pricing	Full time and Part time Colleagues Reduces enrolled members out of pocket prescription co-pays to \$0 for certain medical conditions	Saint Alphonsus

- 1 **APPENDIX C – SAHS CLINICAL LADDER**
- 2 The Hospital agrees that it will apply the SAHS Clinical Ladder, as it may be adjusted
- 3 from time to time, to nurses in the bargaining unit. The parties understand that the

- 1 wage scale provided for in this Agreement reflects the pay for an RN II position for every
- 2 step at one-plus (1+) years and above.
- 3

1 **LETTER OF AGREEMENT**

2 **Saint Alphonsus Medical Center – Ontario Critical Care Ladder**

3 The Hospital agrees that ~~nurses who currently participate in it will apply~~ the SAHS
4 Critical Care Ladder will be grandfathered in at their current ladder step. No further NR's
5 will be eligible for this current program. Should the system modify the Critical Care
6 Ladder program, or create other department specific ladders, the hospital and
7 Association will meet to discuss SAHS Ontario participation in these programs. ,as it
8 may be adjusted from time to time, to nurses working in the Cardiac Care Unit.

RENEWED on this 5th day of June 2017.

OREGON NURSES ASSOCIATION, INC.	SAINT ALPHONSUS MEDICAL CENTER - ONTARIO
By: <u>Ateusa Salemi</u>	By: <u>Heather Sprague</u>
Ateusa Salemi	Heather Sprague
Title: Labor Relation Representative	Title: Regional Vice President/Chief Human Resources Officer
Date: <u>6/5/17</u>	Date: <u>5/11/17</u>

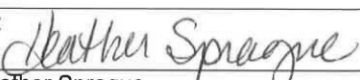
1 **LETTER OF AGREEMENT**

2 **Health Care Reform**

3 Health Care Reform. If deemed by management to be necessary under the terms of
4 federal legislation contemporaneously in effect, it is recognized that the Hospital is
5 permitted to make changes to the Hospital's benefit program under the procedures set
6 forth in Section 1 of Article 7 of the Agreement in order to comply with legal
7 requirements or to exercise the options available under the Patient Protection and
8 Affordable Care Act (health care reform law or "ACA") passed on March 23, 2010. The
9 Hospital will provide the Association advance written notice of such changes under the
10 process described above.

11
12 Federal Excise Tax. The value of health care benefits (which includes the collective
13 value of medical, pharmacy, health care flexible spending account contributions,
14 employee assistance plans, and discounted services provided through on-site clinics)
15 negotiated in this Agreement shall not exceed the value set by federal law which
16 triggers the assessment of the forty percent (40%) excise tax on high value plans
17 scheduled to become effective under the ACA in ~~2022~~2018. If the Hospital anticipates
18 the value of health care benefits will exceed the trigger value any time after January 1,
19 ~~2022~~2018, it may initiate a change in benefits under the process above so the forty
20 percent (40%) excise tax is not assessed in 2018 or anytime thereafter. If the excise
21 tax is repealed in its entirety from the ACA and is not replaced with a different tax, this
22 paragraph is not enforceable during the term of this Agreement.

RENEWED on this 5th day of June 2017.

OREGON NURSES ASSOCIATION, INC.	SAINT ALPHONSUS MEDICAL CENTER - ONTARIO
By: 	By: 
Ateusa Salemi	Heather Sprague
Title: Labor Relation Representative	Title: Regional Vice President/Chief Human Resources Officer
Date: <u>6/5/17</u>	Date: <u>5/11/17</u>

1 **MEMORANDUM OF AGREEMENT**

2 **Saint Alphonsus Medical Center – Ontario and Oregon Nurses Association**

3 **Perioperative Services**

4 1. Perioperative Services in its entirety will be considered a closed unit including for
5 purposes of floating. Nurses will be expected to cross-train and work in a minimum of
6 one additional specialty based on unit needs, in addition to their home unit.

7 a. At no time shall any unit be staffed solely by a cross-trained RN if a
8 primary care RN is scheduled and available (e.g., not placed on low
9 census or on-call).

10
11 b. To maintain competency, the cross-trained RN may be scheduled to work
12 in his/her secondary specialty at least one shift per pay period.

13
14
15 c. The pre-admission RN position will not be counted as a specialty for
16 purposes of cross-training, while the parties recognize that cross-training
17 to this position is helpful to the overall flow and function of Perioperative
18 Services.

19
20 d. All rules of staffing pertaining to a closed unit will be followed in
21 Perioperative Services. This includes that the staff will cover their own
22 unit for sick calls and absences. This will be done with mandatory call, if
23 needed.

24
25 2. Perioperative Services schedules may include eight (8)-, nine (9)-, ten (10)- or
26 twelve (12)-hour shifts to accommodate unit needs. A nurse may work a shift of less
27 than eight (8) hours upon mutual written agreement between the manager and the
28 nurse.

29
30 If the Hospital determines that it needs to change shift lengths within one or more
31 specialty areas to meet patient care needs, it shall provide at least thirty (30) days'
32 notice to the affected nurses and the ONA. If the parties are not able to agree on how
33 to reallocate the shifts among the affected nurses, seniority will be the determining
34 factor while taking into consideration the nurse's acute care nursing experience, skill mix
35 and ability to perform the remaining available work with minimal orientation.

- 1 3. A nurse whose primary assignment has been completed before the end of the
2 scheduled shift may be subject to low census in accordance with Article 4 of the
3 Agreement.
4
- 5 4. The pre-admission RN position will not require call.
6
- 7 5. Any provisions not addressed in this Memorandum of Agreement will be handled
8 in accordance with the parties' collective bargaining agreement, unless additional
9 changes are approved and adopted through the Perioperative Staffing Committee.
10
- 11 6. The Perioperative Staffing Committee shall meet at least quarterly to discuss and
12 attempt to resolve any potential problems or issues. Any issues addressed by the
13 Perioperative Staffing Committee will be addressed with the following mutually-agreed
14 goals:
- 15 a. Patient care needs will be met safely and efficiently.
16
 - 17 b. With the exception of on-call, there will be no daily scheduled overtime or
18 mandatory overtime. [NOTE: this requires scheduling flexibility to allow for
19 nine (9)- and ten (10)-hour shifts to cover patient care needs.]
20
 - 21 c. Physicians will feel their block scheduling needs are met and will not feel
22 rushed to finish their cases.
23
 - 24 d. Nurses will utilize the "call" crew as needed, and "add-on" cases will be
25 scheduled in a separate OR suite.
26
 - 27 e. If any SRDF (Unsafe Staffing forms) or grievances are filed related to
28 issues addressed in this Memorandum of Agreement, those forms will be
29 brought to the Committee.

- 1 This Memorandum of Agreement is hereby incorporated by reference into the collective
- 2 bargaining agreement.

OREGON NURSES ASSOCIATION, INC.	SAINT ALPHONSUS MEDICAL CENTER – ONTARIO
By: <i>ASL, RN</i>	By: <i>Heather Sprague</i>
Ateusa Salemi	Heather Sprague
Title: Labor Relation Representative	Title: Regional Vice President/Chief Human Resources Officer
Date: <i>6/5/17</i>	Date: <i>5/11/17</i>

LETTER OF AGREEMENT

Regarding Sexual Assault Nurse Examiner (SANE)-Trained Nurses

The Hospital recognizes, but cannot guarantee, a goal of maintaining on staff at least five (5) RNs with current SANE certifications. RNs seeking Hospital sponsorship for initially achieving SANE certification will be considered on a case-by-case basis, further recognizing that applicants will be screened for appropriateness.

The Hospital will pay for the initial training of an approved applicant seeking SANE certification outside the administration of tuition reimbursement under Article 11 (Professional Development) of the Agreement. If a nurse does not remain employed by the Hospital for the duration of the certification process plus at least two (2) years following initial SANE certification, the Hospital may require the nurse to repay a pro-rated amount spent on initial certification course fees, travel and lodging.

The Hospital will pay one (1) SANE-certified RN for actual time spent up to two (2) hours per meeting to attend up to two (2) SANE community meetings per month. Additionally, the Hospital will pay all SANE nurses for in-house SANE meetings held quarterly.

If a SANE-certified RN is required to participate in legal processes as an outgrowth of assigned Hospital job responsibilities, the Hospital will also pay SANE-certified RNs for actual time spent in legal proceedings (court interviews with officials, depositions, other testimony).

SANE-certified RNs will be listed on a call tree. If a patient presents needing a SANE exam, the SANE RN may be notified if needed to report for duty within sixty (60) minutes to perform the exam. It is also understood that where another SANE-certified nurse is on premises as scheduled, the scheduled SANE nurse will perform the exam, while another RN relieves the SANE-certified RN from his/her prior assignment.

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	Accepted by ONA	
	Accepted by Employer	

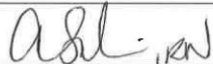
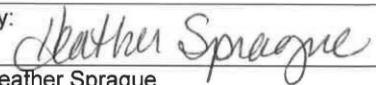
It will be a condition of continuing eligibility for recognition of the SANE-certification differential that a SANE-certified RN will perform SANE exams at an annual rate necessary to meet the requirement to maintain the SANE certification.

When a SANE-certified RN reports from off duty to perform a SANE exam, the RN will receive a minimum of four (4) hours' pay at time and one-half rate and including other applicable premiumsthe appropriate rate (including overtime where otherwise applicable under the terms of this Agreement) to perform a SANE exam. Where the SANE-certified RN reports from off duty, intending to perform a SANE exam which is cancelled before it commences, the SANE-certified RN will receive a minimum of two (2) hours' pay (at time and one halfthe appropriate contract rate, and including overtime and other premiums where applicable).

A SANE-certified RN compensated by the Hospital who also receives compensation from outside sources (governmental, regulatory or private) will sign such outside compensation over to the Hospital to the extent the nurse has been paid previously by the Hospital for such time.

AGREED to on this _____ day of _____ 2019.

RENEWED on this 5th day of June 2017.

OREGON NURSES ASSOCIATION, INC.	SAINT ALPHONSUS MEDICAL CENTER - ONTARIO
By: 	By: 
Ateusa Salemi	Heather Sprague
Title: Labor Relation Representative	Title: Regional Vice President/Chief Human Resources Officer
Date: <u>6/5/17</u>	Date: <u>5/11/17</u>

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	Accepted by Employer	

LETTER OF AGREEMENT
Regarding Uniforms/Scrubs

The parties agree that so long as SAHS maintains a dress code which includes a color-coding system for scrubs worn by personnel, the nurses at Saint Alphonus Medical Center - Ontario will wear scrub tops, jackets, undershirts, and pants that are consistent with this policy. Affected departments will follow the parameters as listed below:

OB/Family Care and Surgical Services will wear Hospital-provided and Hospital-laundered scrubs. The Hospital agrees to provide scrubs in a variety of sizes so that nurses will have scrubs that fit properly and appear professional.

Emergency Department nurses will maintain the black scrubs and uniform policy that they have developed jointly with their unit council.

All other nurses will wear black scrub pants and red scrub tops embroidered with the SAHS logo. The Hospital agrees to provide, upon ratification to all nurses not previously compensated for or provided with uniforms, and all future RN hires as follows:

- full-time nurses with four embroidered scrub tops,
- part-time nurses with three embroidered scrub tops,
- per diem nurses with one embroidered scrub top.

The requirement in this Letter of Agreement for nurses to wear particular scrubs shall be effective April 2, 2017.

RENEWED on this 5th day of June 2017.

OREGON NURSES ASSOCIATION, INC.	SAINT ALPHONSUS MEDICAL CENTER - ONTARIO
By: <i>Ateusa Salemi</i>	By: <i>Heather Sprague</i>
Ateusa Salemi	Heather Sprague
Title: Labor Relation Representative	Title: Regional Vice President/Chief Human Resources Officer
Date: <i>6/5/17</i>	Date: <i>5/11/17</i>

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	Accepted by Employer	

LETTER OF AGREEMENT
Regarding Red-Circles

The 2017-2019 Agreement contained a new wage scale and various changes to pay practices, including elimination of PRN, CAP, CCU and certification differentials. The parties agree that nurses whose current pay rate (including eliminated differentials) is above the rate the nurse would be paid under the new wage scale, will remain at their current pay rate until the new wage scale (including any applicable Clinical Ladder and CCU differentials) catches up to their current pay rate. At that point, the red-circle will be eliminated and the nurse will be placed on the new wage scale. (Note: The Hospital has provided the red-circles it intends to implement to the Association and the Association agrees with the Hospital's numbers.)

RENEWED on this 5th day of June 2017.

OREGON NURSES ASSOCIATION, INC.	SAINT ALPHONSUS MEDICAL CENTER - ONTARIO
By: <i>Ateusa Salemi</i>	By: <i>Heather Sprague</i>
Ateusa Salemi	Heather Sprague
Title: Labor Relation Representative	Title: Regional Vice President/Chief Human Resources Officer
Date: <i>6/5/17</i>	Date: <i>5/11/17</i>

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LETTER OF AGREEMENT

Critical Shift Incentive

The hospital has a long-standing practice of offering discretionary “call-back” pay to cover critical open shifts at the hospital. In an effort to clearly articulate the current practice for our nurses and leaders, going forward, the hospital will change the terminology from “call-back pay” to “critical shift incentive.” The compensation offered to nurses and the way in which it is applied will not change.

Full-time, part-time, and per diem nurses who agree to cover gaps in the schedule, short notice vacancies, or a shift due to an unexpected increase in census may be offered a critical shift premium equivalent to their time and one-half rate, in addition to any other applicable differentials.

The Critical Shift premium rate is paid for hours worked regardless of the total number of hours worked in the work week or workday. Hours worked under this premium will not be pyramided with other hours paid at the time and one-half rate per section 4.5 and 4.10.

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LETTER OF AGREEMENT
Excess Call Hours

Beginning January 5, 2020 or the first full pay period following ratification (whichever comes later), excess call over 1050 hours in a fiscal year will be paid with an additional \$5.00/hour on-call premium. This amount shall be prorated between the effective date and July 4, 2020. Excess call will be paid as a lump sum the second full pay period in July.

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CONTRACT RECEIPT FORM

(Please fill out neatly and completely.)

Return to Oregon Nurses Association,
18765 SW Boones Ferry Road Ste 200, Tualatin OR 97062-8498
or fax to 503-293-0013. Thank you.

Your Name: _____

*I certify that I have received a copy of the ONA Collective Bargaining Agreement with
Saint Alphonsus Medical Center - Ontario, December 1, 2019 until June 30,
2022 January 1, 2017, until November 30, 2019.*

Signature: _____ Today's Date: _____

Your Mailing Address: _____

Home Phone: _____ Work Phone: _____

Email: _____

Unit: _____

Shift: _____

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