

COLLECTIVE BARGAINING AGREEMENT

Between

COQUILLE VALLEY HOSPITAL

and

OREGON NURSES ASSOCIATION, INC.

Expiration Date: June 30, 2010

TABLE OF CONTENTS

ARTICLE I - RECOGNITION.....1

ARTICLE II - HOSPITAL'S LEGAL AND MANAGERIAL FUNCTIONS2

ARTICLE III - PROFESSIONAL NURSING CARE COMMITTEE.....3

ARTICLE IV - PROFESSIONAL DEVELOPMENT3

ARTICLE V - PERFORMANCE EVALUATION6

ARTICLE VI - HOURS OF WORK6

ARTICLE VII - UNPAID LEAVES9

ARTICLE VIII - PAID LEAVES13

ARTICLE IX - INSURANCE AND RETIREMENT PROGRAMS14

ARTICLE X - WAGES18

ARTICLE XI - DISCIPLINE AND DISCHARGE.....18

ARTICLE XII - GRIEVANCE PROCEDURES.....19

ARTICLE XIV - SENIORITY21

ARTICLE XV - PAID TIME OFF23

ARTICLE XVI – SUBSTANCE ABUSE AND SCREENING25

ARTICLE XVII – SEPARABILITY25

ARTICLE XVIII – AMENDMENTS.....26

ARTICLE XIX – WORK RULES.....26

ARTICLE XX - DURATION AND TERMINATION26

AGREEMENT

THIS AGREEMENT is entered into by and between the COQUILLE VALLEY HOSPITAL, a public Hospital under the laws of the State of Oregon, herein called Hospital, and the OREGON NURSES ASSOCIATION, an Oregon corporation, herein called Association.

ARTICLE I - RECOGNITION

Section 1. Hospital recognizes the Association as the sole and exclusive representative for collective bargaining purposes of all regular full-time, regular part-time, and casual nurses and licensed practical nurses employed by the Hospital excluding all other employees, the Director of Nursing Services, Operating Room Supervisor, any other supervisor, administrator, technician, clerical or confidential employee. Nothing in this provision or in this Agreement will be construed to prevent a supervisor, who is a licensed nurse in the State of Oregon, from providing direct patient care. There shall be at least two nurses available on Hospital premises at all times except when there are no patients. When there are no patients, there shall be a minimum of one registered nurse and one certified nursing assistant, and a second nurse on standby.

Section 2. Prior to all periods of negotiations regarding employment relations, each party to this Agreement shall certify in writing to the other its designated bargaining representatives, and thereafter it shall be the duty of each party to notify the other of any changes in such representatives. All communication concerning matters of collective bargaining shall be confined to such representatives.

Section 3. All registered and licensed practical nurses employed by the Hospital during the term of this Contract who are members of the bargaining unit as defined in Section 1, shall either become members of the Association or shall pay to the Association a "fair share" amount equal to the costs of negotiation and administration of this Agreement as certified by the Association.

Section 4. The Hospital agrees to deduct once each month from the pay of nurses covered by this Agreement either:

(a) The Association membership dues of those Association members who individually authorize such deductions in writing on a form supplied by the Association; or

(b) A monthly service fee as payment in lieu of dues, from any nurse who is a member of the bargaining unit and who is not a member of the Association after 30 calendar days from the effective date of this Agreement or after 30 calendar days of having become an employee, whichever is later.

The Association shall indemnify and hold the Hospital harmless against any and all claims, demands, costs suits or other forms of liability taken or not taken by the Hospital for the purposes of complying with any of the provisions of this Article.

Notwithstanding any other provision of this agreement to the contrary, the association and Hospital shall safeguard the rights of nonassociation by nurses based on bonafide religious tenets or teachings of a church or religious body of which such nurse is a member. Such nurse shall pay an amount of money equivalent to the regular association dues to a non-religious charity or to another charitable organization mutually agreed upon by the nurse and the association, and the nurse shall furnish written proof to the Hospital and association that this has been done.

Section 5. The Hospital agrees to provide each new nurse with a copy of this Agreement and the Association agrees to provide the Hospital with sufficient copies thereof. The cost of printing these copies shall be equally borne by both parties.

Section 6. The Hospital will provide the Association with a bulletin board to be located in the Nurses' Lounge on which the Association may post notices of regular and special meetings and notices of social activities of the Association.

Section 7. The Hospital shall provide the Association with a list of bargaining unit nurses showing the nurse's name, address, social security number and date of hire and will continue to provide it on a semi-annual basis in January and July. A list of newly hired nurses with this same information and the names of terminated nurses, if any, shall additionally be provided to the Association on a monthly basis.

ARTICLE II - HOSPITAL'S LEGAL AND MANAGERIAL FUNCTIONS

It is acknowledged by the parties that the constitution and laws of the State of Oregon confer upon the Hospital certain powers, duties and obligations to be exercised in the interest of the public health, safety and welfare which cannot be delegated. The Hospital expressly retains all such powers. It is further recognized by the parties that the Hospital retains all managerial rights and prerogatives except as modified by a specific provision of this Contract; and that such managerial rights and prerogatives include, but are not limited to, the right and prerogative to:

- (1) Direct employees.
- (2) Hire, promote, transfer, assign and retain employees in positions, and to suspend, demote, discharge or take other disciplinary action against employees for just cause.
- (3) Relieve employees from duties because of lack of work or other legitimate reason related to operation of the Hospital, patient census, or any other business reason.
- (4) Maintain the efficiency of Hospital operations.
- (5) Determine the methods, means and personnel by which operations are to be conducted.
- (6) Take whatever action may be necessary to carry out the mission of the Hospital.
- (7) Determine reasonable schedules of work and establish the methods and processes by which such work is performed.
- (8) Determine the need for, and assign employees to, educational and training programs, on-the-job training, and other educational activities.
- (9) To determine issues related to long-range planning, the application of Hospital capital and other resources, including the right to liquidate, merge, or transfer such resources as the Board of Directors may determine.
- (10) The right to contract or subcontract any or all Hospital function or functions.

The exercise of the rights and prerogatives of the Hospital as outlined above, or decision making related thereto, shall not be subject to collective bargaining, or to the grievance procedure, including arbitration. However, nothing in this Article will be construed to waive the Association's right to bargain concerning the impact of an exercise of the Hospital's decision making authority under Items (9) or (10) above.

ARTICLE III - PROFESSIONAL NURSING CARE COMMITTEE

Section 1. Recognition. A Professional Nursing Care Committee shall be established at the Hospital.

Section 2. Responsibility. The Hospital recognizes the function of the Nursing Care Committee to make objective recommendations with regard to nurse practice and patient care issues and will duly consider such recommendations and will respond to the Committee in writing in a timely fashion.

Section 3. Objectives. The objectives of the Committee shall be limited to:

- (a) To consider constructively the practice of nurses;
- (b) To work constructively for the improvement of patient care and nursing practice;
- (c) To recommend to the Hospital ways and means to improve patient care;
- (d) The Committee will not have any function with regard to collective bargaining issues or contract administration.

Section 4. Composition. The Committee shall be composed of three registered nurses employed by the Hospital and covered by this Agreement, elected by the bargaining unit. The Administrator, or designee, or other representative of nursing administration may be invited to participate in committee meetings as a resource to the Committee.

Section 5. Frequency of Meetings. The Committee may schedule a regular meeting each month. Each Committee member shall be entitled to their regular straight-time rate, not to exceed one hour, for the purpose of attending each such meeting. Such meetings shall be scheduled so as not to conflict with the routine. The Committee shall prepare an agenda and keep minutes of all meetings, copies of which shall be provided to the Director of Nursing Services, the Hospital Administrator and the Association.

Section 6. Special Meetings. The Administration may request special meetings with the Committee, but such meetings shall not take the place of regularly scheduled meetings of the Committee. Nurses requested to attend will be compensated at the straight-time rate.

ARTICLE IV - PROFESSIONAL DEVELOPMENT

Section 1. Continuing Inservice Program. The Hospital agrees to maintain a continuing inservice education program pertinent to the functioning of nurses in the Hospital, including BLS certification for all nurses covered by this Agreement.

Section 2. Required Inservice Education and Meetings. In the event that the Hospital requires a nurse to attend an inservice educational function or meeting outside of his/her regular shift hours worked, time spent at such functions will be considered as time worked under this Agreement. A minimum of two hours' pay shall be paid for attendance at required functions

if the time spent at such functions is not continuous with the nurse's worked shift. Attendance at nursing staff meetings and/or disaster drills is considered mandatory. Whenever reasonably possible, the Hospital will attempt to schedule such activities at a date and time to provide the majority of the affected nurses an opportunity to attend such function during, immediately before or immediately after the nurse's shift. If the meeting is offered on two or more separate occasions, on at least two shifts (day, evening, night) the nurse must attend the meeting during one of the times continuous with the nurse's worked shift. Nurses who fail to attend mandatory functions on more than two occasions may be subject to disciplinary action, except for nurses on approved PTO or who have made prior arrangements with the Director or Assistant Director of Nurses. Whenever possible approval and scheduling for mandatory educational offerings shall be subject to the normal Hospital work schedule posting requirements. Mandatory meeting times shall be posted at the same time as the posted work schedule, unless such scheduling is beyond the control of the Hospital, subject to the same considerations as noted above. When approval is required for an educational offering it shall be given by the Hospital within ten (10) calendar days of the request.

Section 3. Other Mandatory Training/Education. Nurses who are required to work in specialty nursing units, (OR, OB, ER, Home Health and ICU) within the bargaining unit may be required to attend and shall be compensated for additional mandatory training or education. Such requirements per unit shall be established by written policy, readily available to nurses and consistently applied.

A nurse is required to complete a minimum of two days' of training/education per anniversary year. If less than two days of mandatory requirements occur during this period, the nurse must supplement required training and education with "voluntary" education or workshops to meet this minimum requirement. If not completed within the nurse's anniversary year, upon notice from the Hospital, the nurse must submit in writing a reasonable plan to the nurse's immediate supervisor for the nurse to obtain such training/education. The nurse may be subject to disciplinary action if training/education is not completed in a timely manner due to circumstances within the nurse's control. Hospital approved educational video tapes shall be allowed to meet this training/educational requirement. The nurse must attend a minimum of six hours' training/education to qualify for an education day unless the Hospital provides prior approval that a specific training course lasting less than six hours will be counted as one of the days training/education under this Article.

Section 4. Mandatory Certifications. All nurses covered by this labor agreement are required to complete and maintain BLS and TEAM certifications. Registered nurses are required to complete and maintain ACLS certification. If not maintained, upon notice from the Hospital, the nurse must submit in writing a reasonable plan to the nurse's immediate supervisor for the nurse to obtain such certification or re-certification. The nurse may be subject to disciplinary action if certification is not completed in a timely manner. Home Health Nurses are excluded from TEAM and ACLS requirements. All full time and part time floor nurses shall be OB qualified (in house) within one (1) year from his/her date of hire to be held at his/her current step until such qualification is obtained. Newly hired nurses who have not yet obtained OB certification (in-house) by completion of their ninth (9th) month of employment will be provided written notice by the Hospital that such OB qualification must be acquired prior to the completion of the first anniversary year of employment. Nurses who receive such written notice must provide an acceptable work plan agreed to by nurse management for completion of the required OB certification (in-house) by completion of the nurse's first anniversary year of employment. Any nurse who has not completed OB certification (in-house) by the nurse's completion of the first year of employment and has not submitted an approved work plan for completion of such certification will not be scheduled until such requirements have been met. Current nurses who have been employed for more than one year who have not yet acquired the required OB certification (in-house) must submit an acceptable written work plan to nurse

management within thirty (30) calendar days of ratification of this Agreement which describes how such nurse will obtain the required OB certification (in-house) within 180 calendar days. Nurses who have been at the Hospital for more than one (1) year and who have not provided an acceptable work plan as described above may, at the discretion of nursing administration, be removed from the schedule until an acceptable work plan has been submitted and approved by nursing management.

The CareLearning Program is mandatory for all staff (13 mandatory classes per calendar year). Additional classes may be taken and compensated for on a case-by-case basis as determined by the Hospital.

Section 5. Non-Mandatory Education Leave. Nurses shall be allowed up to two additional days of approved non-mandatory paid educational leave days per year to be taken in units of not less than four (4) hours for the purpose of attending seminars or workshops directly related to a nurse's employment. The Hospital will evaluate and approve requests for non-mandatory educational leave and the cost of the program on a case-by-case basis. All such attendance must be approved, in advance, in writing, by the Hospital. Related expenses for such additional training seminars or workshops, if approved, will be paid according to Hospital policy or as otherwise mutually agreed between the nurse and the Hospital. A nurse granted non-mandatory education leave shall not be required to additionally work the nurse's regularly scheduled hours, but shall instead be granted the leave as work release time unless otherwise mutually agreed between the nurse and Hospital.

Any nurse who attends an educational program for which the expense or program costs are paid in whole or in part by the Hospital may be required to present an oral review of the matters discussed during such educational leave during the regularly scheduled inservice educational program.

Section 6. Educational Leave. Nurses pursuing a degree related to nursing may request an unpaid educational leave by the Director of Nursing for periods up to one year for study toward such degree. Approval of such requests shall be in the sole discretion of the Hospital. Seniority and benefits shall not accrue during this leave. Upon returning from the one year's educational leave, the nurse shall be guaranteed the same or similar position previously held.

Section 7. Tuition Reimbursement. The Hospital shall make available to nurses who have been employed at least one year reimbursement for a portion of the tuition paid for college classes which are required for a nursing or nursing-related degree on receipt of proof of satisfactory completion of the class(es) and proof of payment of the tuition. "Satisfactory completion" shall be defined as a numerical grade of 2.75 (or its equivalent) or higher. During each fiscal year beginning July 1, the reimbursement to any one nurse shall not exceed \$450 and the total life-time amount paid per nurse while in the bargaining unit for reimbursement of tuition shall not exceed \$2,250.

Tuition reimbursement for casual employees shall be addressed on a case-by-case basis by mutual written agreement between the employee, Association and the Hospital.

Each nurse who receives tuition reimbursement shall agree to be available to be scheduled for part-time or greater work for a period of one year following the completion of the class(es) on their regular, or other mutually agreeable, shift. If the nurse voluntarily leaves the Hospital prior to this time, the nurse shall repay tuition received, prorated, based on the number of months remaining to complete the one year of service requirement. This payment may be deducted by the Hospital from the nurse's last paycheck unless the parties have agreed to an alternative payment schedule.

ARTICLE V - PERFORMANCE EVALUATION

The Hospital shall provide evaluations of the professional performance of each newly employed nurse covered by this Agreement at least once within the three months after commencing employment and not less than once per year thereafter. Evaluations are to be made by the Director of Nursing Services, ADNS or Department Supervisor who shall consult one or more members of nursing personnel who have direct contact or knowledge of the employee's ability.

An unsatisfactory annual performance evaluation may result in disciplinary action as specified in Article XI, including postponement of a nurse's advancement to the next higher step on the pay scale on his or her anniversary date. In the event a nurse does not receive a satisfactory evaluation, and such nurse has remained at his or her present wage, the nurse shall remain at this step until he or she has received a satisfactory follow-up three (3) month evaluation at which time the nurse may move to the next higher step on the pay scale.

ARTICLE VI - HOURS OF WORK

Section 1. The regular hours of work each day shall be consecutive, except for interruptions for a one-half hour unpaid lunch and two 15-minute rest periods during each eight-hour shift. Meal breaks and rest periods may be taken during overtime at the same intervals as are provided during each shift. Nurses shall not be scheduled to rotate shift without the nurse's consent. Regular hours for beginning and terminating shifts shall not be modified on less than 5 working-day notice, except in cases of emergency occasioned by conditions beyond the Hospital's control, such as unscheduled employee absence. Nurses may not exchange shifts or substitute for another nurse if the exchange would result in overtime pay without prior written approval by the supervisor.

Section 2. The workday shall consist of a 24-hour period which shall commence at the beginning of the nurse's regular shift. A normal shift shall consist of eight consecutive hours of work, exclusive of one-half hour lunch period. Nurses on an eight (8) hour schedule shall receive time and one-half their regular hourly rate for all work in excess of eight (8) hours in a day, forty (40) hours in a week, and on the sixth consecutive and seventh consecutive day of work in the same work week. Alternatively, with the nurse's consent, an employee's schedule for overtime purposes will be eighty (80) hours in a period of two (2) workweeks. The Hospital may elect to schedule nurses in four (4) hour increments by mutual agreement between the nurse and the Hospital on a scheduled posting-by-posting basis. In no event will hours compensated at overtime be included for purposes of computing additional overtime. Overtime pay shall include shift differential as specified in that section of this Contract.

Section 3. Work schedules for each month shall normally be posted at least 14 calendar days in advance. Nurses requesting days off must have their request in by the 10th of the month preceding their requested time off. Full and part-time nurses shall be scheduled the set number of hours of their position on the posted work schedule, unless otherwise requested by the nurse. Schedule changes following posting shall be made only with the consent of the nurse. Once posted, the Hospital shall have no obligation to revise schedules pursuant to nurse request (except in cases of illness, emergency, or paid leaves specified under Article VIII) or nurse convenience unless (1) the nurse requesting the change has secured in advance a qualified replacement bargaining unit nurse to cover his or her scheduled hours, and (2) the replacement nurse can substitute at straight time hours.

Requested schedule changes must be in writing and must be approved in writing.

Prior to the posting of the work schedule regular full and part-time nurses shall be given the first opportunity to schedule extra available shifts, followed by casual nurses, and finally temporary nurses (including traveler and agency nurses).

Section 4. The Hospital will use its best efforts to schedule all regular full and part-time nurses every other weekend off. All nurses shall participate in their unit's weekend scheduling rotation on an equitable basis. Casual nurses shall participate consistent with their position requirement. Nurses who are required to work more than 2 consecutive weekends in 4 consecutive weekends will receive premium pay at one and one-half times their regular rate of pay for work performed on their scheduled weekend off. This Section may be waived by the individual nurse. Such waiver shall be effective until canceled in writing by the nurse. The cancellation shall be delivered to the nursing administration by the 10th of the month to be effective as of the first day of the following month. Nurses requesting or consenting to work their scheduled day off will be compensated at their regular rate of pay if other overtime requirements do not apply. A weekend shift shall be defined as a shift beginning as of 11:00 p.m. Friday or later and ending as of 11:00 p.m. or later on Sunday for scheduled eight (8) hour shifts, and as a shift beginning and ending between 1900 Friday and 1900 on Sunday for scheduled twelve (12) hour shifts.

Section 5. Routinely scheduled weekend tours of duty or alternate patterns of work shift schedules for regular nurses may be arranged by mutual agreement with the Director of Nursing Service or ADNS, and shall not be subject to the above time and one-half provisions. Nurses in addition may periodically waive hour, day, or consecutive weekend premium pay in writing for a specific work week or work day in order to obtain additional hours provided that this waiver is not a violation of the law. The Hospital may not solicit nurses for such a waiver. The Hospital will provide the Association with a copy of all premium waivers within 14 calendar days of such waiver.

Section 6. Overtime and release time must be properly authorized by the immediate supervisor. For purposes of calculating compensable time, the Hospital shall round down to the nearest quarter hour for any time reported equivalent to seven (7) minutes or less. The Hospital shall round up to the nearest quarter hour for any time recorded consisting of eight (8) minutes or more. This rounding procedure shall apply to all compensable time recorded before and after a nurse's regular shift. When the recorded time generates compensation for a quarter hour or more, such compensation for work following the completion of a nurse's shift shall be paid the overtime rate pursuant to Section 2 above. A floor nurse may leave work early upon completion of the nurse's duties and patient report within one-half (1/2) hour of end of the shift without loss of pay.

When a nurse requests to be on-call during times of a low census while they are on a regular scheduled day, they may elect to be on-call. However, if called back, it will be on a straight time basis. Call pay ends upon return to work.

The Hospital reserves the right to decline any nurse request for additional work hours beyond the nurse's regularly scheduled position hours when the granting of such request would cause those additional hours to be worked at overtime or other premium rates. Assignments resulting in overtime and premium rates of pay, however, shall be distributed in a fair and equitable manner, whenever operationally reasonable.

Section 7. There shall be no pyramiding or duplication of overtime or premium payments for the same hours worked.

Section 8. Regular part-time and casual nurses as defined below shall not be eligible for medical-dental coverage or other fringe benefits under this Agreement but shall

receive \$2.50 per hour in addition to their regularly hourly rate of pay in lieu of paid time off, medical/dental/vision insurance, life insurance, short and long-term disability insurance and retirement benefits.

Section 9. Nurses who are scheduled, report for work and are directed to work only a portion of their straight-time shift shall be paid for not less than four hours. This provision shall be inapplicable if the Hospital makes a reasonable documented attempt to notify the nurse not less than 2 hours in advance of his/her starting time and directs the nurse not to report for work.

Section 10. Each nurse shall be responsible for providing the Hospital with the nurse's current address and telephone number. Messages left with another person or on electronic answering devices at such number shall constitute notice to the nurse for purposes of Section 9.

Section 11. Payroll. The Hospital shall supply itemized paychecks to nurses two times per month. In addition the Hospital, at no cost to the nurse, shall electronically deposit the nurse's pay into an approved bank or credit union account upon his or her written authorization.

Section 12. Definitions.

(a) Regular full-time - nurses who are regularly scheduled an average of 32 hours per week.

(b) Regular part-time - nurses who are regularly scheduled less than 32 hours per week but 20 hours or more per week in an 8 hour schedule or 24 hours when on a twelve (12) hour schedule.

(c) Work week – on calendar week (Sunday – Saturday).

(d) Casual nurses - nurses who average less than 20 hours per week on a schedule as needed by the Hospital. Casual nurses must be available to be scheduled a minimum of eight eight hour shifts or five twelve hour shifts per calendar month of their choice, two of which must be on a weekend, to be specified by the nurse prior to the 12th of the month prior to the posted work schedule. Additionally, a casual nurse must work two (2) major holidays per year. The nurse may be subject to discipline for failing to specify availability in a timely fashion as required by this provision.

Section 13. Nothing contained in this Agreement shall be construed as a guarantee of any number of hours of work per day or per week.

Section 14. Any claim for wages, overtime or other complaint involving employee compensation or employee payment or overpayment of any benefit referenced in this labor agreement must be presented in writing to the employee and/or the Hospital within the greater of fourteen (14) calendar days of the date on which the employee is paid for the period in which he or she or the Hospital claims a discrepancy, or within fourteen (14) calendar days of the date the employee or Hospital has knowledge or should have had knowledge of the discrepancy; otherwise, the Association, the Hospital and employee agree that payment has been made in full and the right to protest, seek reimbursement, or file a grievance over such discrepancy is waived in all respects.

Section 15. Telephone consultation, including documentation of telephone contact, that is necessary for supervision, telephone conferences, and/or patient evaluation or advice that is in excess of ten cumulative minutes over the assigned call period, shall be

considered hours worked and shall be compensated at the applicable rate of pay from an on-call status. Nurses are responsible for duly and accurately recording all such working time. Waiting for return calls shall not be considered hours worked. Long distance telephone charges that are a direct result of work activities by Home Health nurses shall be compensated by the Hospital in a timely fashion.

Section 16. 12 Hour Shifts. By mutual written agreement between the individual nurses and Hospital management, with preference given to senior nurses, nurses may work alternative shifts which consist of twelve (12) hours under the following conditions. Nurses who work twelve hour shifts shall have three (3) fifteen minute rest periods spread out during the course of the shift.

The workday shall consist of a 24 hour period which shall commence at the beginning of the nurse's regular shift. The effected nurses will work under a 7 day, 40 hour calendar work week. No more than three consecutive twelve hour shifts shall be scheduled without the nurse's consent. Nurses in the designated units working under a twelve (12) hour schedule will receive time and one-half for all hours worked over 12 hours in a work day or in excess of 36 hours in a work week, and two times the nurse's regular pay for all overtime hours beyond 16 hours in a work day. Nurses working a twelve (12) hour schedule shall receive time and one half (1 ½) for working a fourth (4th) or fifth (5th) consecutive day even if such fourth (4th) or fifth (5th) consecutive work day is in a different work week. The standard shift differential that is applicable to the majority of the hours of the 12 hour shift shall be applied to and paid for all hours of the shift. Nurses who work a 12 hour shift shall work such time consecutively except for one scheduled unpaid lunch period of not less than one-half hour and a fifteen minute rest period which may be taken during or after the conclusion of each four hours of work. PTO and other benefits will be accrued based on a formula that 36 hours will be equivalent to 40 hours in the work week.

Once established, the Bargaining Unit or the Hospital may provide written notice to the other party no less than 30 calendar days prior to a decision to discontinue such 12 hour shifts. If discontinued, the Bargaining Unit nurses shall revert to the nurse's eight hour positions on the previous eight hour schedule. Low census shall be whenever reasonably possible equitably distributed between eight and twelve hour positions as specified in the seniority article. Low census assignment, however, shall not result in a scheduled four hour shift duration established prior to the start of the shift, without the consent of the nurse. Holiday pay applies to the entire shift when a majority of the scheduled hours on a shift occur during one of the holidays specified in the Paid time Off Article. Education leave shall be paid for at the rate of eight hours if a program is 8 hours.

A nurse who has an 8 hour position and who voluntarily fills in for a 12 hour shift shall be compensated for an 8 hour shift plus applicable premium pay. A nurse who volunteers and is scheduled for a 12 hour shift on the posted monthly work scheduled shall receive 12 hour position compensation.

ARTICLE VII - UNPAID LEAVES

Section 1. Leaves of Absence. In the sole discretion of the Hospital, a nurse may be granted a personal leave of absence, other than medical leave of absence, after six months of service. All such requests must be presented in writing to the Director of Nurses as far in advance as possible. A leave of absence protects an employee's accrued service record, however, a nurse will not accrue benefits or build service time during the leave, unless the leave is for four weeks or less.

Section 2. Educational Leave. After completing one year of service a nurse, upon request, may be granted a leave of absence without pay for educational purposes at an accredited school when it is related to employment. The period of such leave of absence shall not exceed one year but it may be renewed or extended, when necessary, at the request of the nurse and upon authorization by the Hospital. One year's leave of absence with any requested extension for education purposes may not be provided more than once in any three-year period.

Section 3. Military/Peace Corps Leave. Leaves of absence for services in the Armed Forces or Peace Corps of the United States will be granted without pay in accordance with federal regulations. Nurses employed by the Hospital who are members of the National Guard or Armed Services Reserves are entitled to unpaid annual leave of 15 consecutive calendar days. The hours the nurse would have been scheduled to work during annual military training shall count towards qualification for fringe benefits. Nurses shall inform the nursing office of the dates for their annual training by the 10th of the month preceding the month in which annual training occurs.

Section 4. The Hospital shall have no obligation to provide the paid benefits of medical insurance coverage, funeral leave, jury duty compensation, or retirement contributions to any nurse during such period of time that the nurse is on an approved unpaid leave of absence of thirty (30) consecutive calendar days or greater for any purpose except to the extent otherwise required by law.

Section 5 Compliance with ADA. The Hospital and the association agree that the Hospital shall be permitted to take any and all actions necessary to comply with the Americans with Disabilities Act to avoid liability under the provisions of said Act. If such actions necessitate violation of a provision of this Agreement, then the parties agree to bargain with regard to the effect of such action on other bargaining unit employees.

Section 6. Family and Medical Leaves. Unpaid family leave shall be in accordance with applicable state and federal laws, including the Oregon Family Medical Leave Act (OFLA) and the Family and Medical Leave Act (FMLA) of 1993. An unpaid leave of absence for up to 12 weeks will be provided to eligible employees for certain family or medical reasons under the Acts.

(1) Eligibility. Eligibility for family and medical leave is detailed in the Hospital Personnel Policy

(2) Qualifying purposes. Eligible employees may request family and medical leave for the following purposes:

- a. The addition of a child to the family through birth, adoption, or placement by foster care ("parental leave");
- b. A serious health condition of the employee's spouse, child or parent, and under OFLA, parent-in-law and same-sex domestic partners. A serious health condition includes any pregnancy related illness that incapacitates an employee and prenatal care. In the event OFLA changes to add children and/or parents of the same sex domestic partners, this addition shall be adopted by the parties. Doctor's visits may be included if required for a serious medical condition.
- c. A serious health condition that prevents the employee from performing his or her job.

leave for: Under OFLA, eligible employees may also request family and medical

- a. The care of a minor child who is ill and requires home care, even if the child does not have a serious health condition, provided another family member is not willing and able to care for the child.

In addition to the basic 12-week family leave entitlement, OFLA employees may qualify for additional family medical leave under OFLA up to a maximum of 36 weeks for a female employee and 24 weeks for a male employee in the following circumstances:

- a. 12 weeks leave for an illness, injury or condition related to pregnancy or childbirth that incapacitates the employee; and
- b. 12 weeks of sick child leave for those employees who take 12 full weeks of family leave as parental leave provided the child does not have a serious health condition.

(3) General Provisions

- a. Notice. Employees must give the Hospital at least 30 days' notice of the need for leave when it is foreseeable. If the reason for the leave is unforeseeable, employees must give the Hospital oral notice within 24 hours of when the employee's leave starts and provide written notice within three days of the employee's return to work.

Employees must make reasonable efforts to schedule treatment for serious health conditions in a manner that does not unduly disrupt Hospital operations. Employees will be required to submit a request for an extension of their family leave of absence every 30 days where applicable and in accordance with the law.

A notice by the Hospital will be given to the nurse taking the leave informing him or her of the arrangements for payment of health insurance premiums, whether the nurse will be required to provide medical certification for leave, etc., in accordance with FMLA and OLFA including the consequences of inaction.

- b. Twelve-month leave period. The leave calculation year for family medical leave is 12 months starting with the first day family leave is taken by the employee (12-month "looking forward" method).
- c. Paid, other leave to run concurrently. Leave granted under state workers' compensation laws will be treated in accordance with the state workers' compensation laws and will run concurrently with family medical leave.

Paid leaves and unpaid leaves run concurrently with unpaid family medical leave where allowed by law. Any accrued paid leave, such as

PTO leave, must be substituted for unpaid family medical leave and taken before the remainder of family medical leave is taken as unpaid leave, except that the nurse may retain up to one hundred and twenty-five (125) hours of accrued PTO.

Leave under OFLA runs concurrently with leave under FMLA in most circumstances.

- d. Medical certification. The Hospital may request in writing a required medical certification of the employee's own serious health condition and serious health conditions of the employee's family member. The employee will be required to provide the completed certification in a timely manner. The Hospital will also require returning employees to provide a certification of fitness to return to work.

Employees who use sick child OFLA leave on more than three separate occasions in a 12-month leave period may be required to provide medical documentation from the child's doctor to verify that the child was ill and required home care for all subsequent uses of sick leave in the 12-month period.

Under OFLA the employee must pay "out of pocket" expenses for medical verifications required as a condition of continuing employment.

- e. Intermittent/reduced schedule leave. Intermittent and reduced schedule leave is available in accordance with the law. Intermittent or reduced schedule leave is not available for family leave used for birth, adoption or foster placement. In other situations where intermittent or reduced schedule leave is available and is not covered by OFLA, employees may be temporarily transferred to available alternative positions that better accommodate intermittent or reduced schedule leave in accordance with OFLA and FMLA and this contract.
- f. Reinstatement. Generally, employees returning from leave will be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms (including shift) unless their former position has been eliminated for bona fide business reasons, where the employee may have no reinstatement rights.

Reinstatement following OFLA leave is generally to the employee's former position, unless the position has been eliminated, in which the employee may be entitled to reinstatement to an available, equivalent job.

- g. Continuation of benefits. Employees on FMLA qualified leave are entitled to continue health benefits on the same terms and conditions as active employees for up to 12 weeks in a leave calculation year. The Hospital will recover premiums paid on behalf of an employee who does not return to work for reasons other than a serious health condition of the

employee or family member or other circumstances beyond the control of the employee.

Human Resources personnel policies have specific details, and applications for family medical leave.

Section 7. Reinstatement. In the case of return from family leave or military leave, a nurse shall be reinstated in accordance with state and federal law, and in accord with other applicable provisions of this agreement.

For other authorized leaves of absence of up to 120 calendar days, a returning nurse shall be reinstated in the same position she was employed before commencement of leave.

For authorized leaves of absence in excess of 120 calendar days, if the nurse's original position is not available, the returning nurse will be offered the first comparable available position, including shift, for which the nurse is qualified. If the nurse declines or fails to respond to such offer, the Hospital will not be contractually obligated to recognize further reinstatement rights.

A nurse who returns from a leave of absence to a different position that she left, will have first option to fill the first opening that occurs in the position she left for the two-year period following her return to a different position.

If a nurse asks to return from leave to work earlier than originally planned with reasonable notice, the Hospital is obligated to promptly restore the employee as noted above.

A nurse who, without good cause, fails to report for work on her next scheduled work day following termination of a leave of absence including family leave will be considered to have voluntarily resigned her/his position.

ARTICLE VIII - PAID LEAVES

Section 1. Funeral Leave. Nurses shall be allowed five days' off with pay at straight time for the purpose of attending the funeral and assisting in arrangements therefore in the event of death of the nurse's spouse or child. In the event of a death by other members of the nurse's immediate family, the nurse shall be granted three days' off with pay. Paid days off will be limited to the nurse's scheduled workdays. Scheduled days off will not be changed to avoid payment for funeral leave. Other members of the nurse's immediate family, for purposes of this section, shall be defined as spouse, son, daughter, mother, father, brother, sister, or grandchildren.

Section 2. Jury Leave. A regular full-time nurse who is called to perform jury duty will be permitted the necessary time off to perform such service, and will be paid the difference between the regular rate of pay for the scheduled workdays missed and any jury duty pay received (less mileage). The nurse must make arrangements with his/her supervisor in advance of the actual jury service. Jury duty pay shall be extended only to employees who are called, not employees who volunteer, and shall be limited to a maximum of 22 working days per year. The employee must furnish a signed statement from a responsible officer of the court as proof of jury service and pay received. If a nurse working the day shift is excused from jury service prior to 1:00 p.m. on any day of jury duty, the nurse shall be required to contact the

Director or Assistant Director of Nursing immediately for assignment for the remainder of the shift.

Section 3. Court Witnesses.

(a) A nurse who is required to testify in a legal proceeding on behalf of the Hospital will be compensated for all time spent in official trial and pretrial discovery proceedings.

(b) A nurse who is subpoenaed to appear as a witness in a legal proceeding to which the Hospital is not a party to testify concerning matters involving the nurse's employment at the Hospital or involving events which took place while performing such duties shall be compensated at straight-time pay during the nurse's scheduled workday.

(c) A nurse who is subpoenaed to appear as a witness concerning matters not directly related to her employment at the Hospital shall be granted a leave without pay.

ARTICLE IX - INSURANCE AND RETIREMENT PROGRAMS

Section 1. The Hospital will continue to provide medical and dental plan benefits substantially equivalent to those presently in existence as of July 1, 2007. If such benefits are not available in the local marketplace, the parties shall meet and attempt to negotiate a substitute benefit program. The period of negotiation shall not exceed forty-five (45) calendar days after written notice of unavailability of such benefit plan(s) is sent to the Oregon Nurses Association. If negotiations do not lead to mutual agreement to a substitute benefit program, the Hospital shall supply an equivalent value benefit to nurses who would otherwise have been eligible for participation. Such benefit will include a Hospital payment directly to a health insurance carrier in an amount equivalent to the Hospital's monthly premium obligations under this agreement in lieu of the previous benefit programs.

(a) The Hospital will provide fully paid employee coverage for each eligible regular full-time nurse under the existing medical program, with medical deductibles of \$1,000 per individual and \$3,000 per family. The Hospital shall reimburse up to \$500 of the \$1,000 deductible once the nurse has paid and provided written receipts to confirm payment of the first \$500 of the medical deductible or the first \$1,500 of the family deductible. The coverage will be 80 percent (80%) in the Network and 60 percent (60%) outside of the Network, with a pharmacy benefit that is 10-20-40. The Hospital will pay fifty percent (50%) of the premium attributable to dependent medical coverage for regular full-time nurses electing such dependent coverage. In addition to the above, the Hospital will pay 100% of the employee coverage for each eligible regular full-time nurse under the Hospital's dental program. The Hospital and nurse's contribution for the monthly medical premium for the period July 1, 2007 to June 30, 2008 shall be:

	Employee Only	Employee & Spouse	Employee & Family	Employee & Children
Total Premium	\$404.20	\$848.80	\$1,212.55	\$662.90
Hospital Portion	\$404.20	\$626.50	\$808.37	\$535.55
Employee Portion	\$-0-	\$222.30	\$404.18	\$129.35

(b) The Hospital shall also provide vision coverage, for full-time employees, which is mandatory for all employees who are covered by the Hospital health insurance program. The cost of such vision coverage shall be as follows:

	Employee Only	Employee & Spouse	Employee & Family	Employee & Children
Total Premium	\$7.15	\$11.44	\$18.84	\$11.68
Hospital Portion	\$7.15	\$9.29	\$12.99	\$9.41
Employee Portion	\$-0-	\$2.15	\$5.85	\$2.27

There is also a \$10.00 co-payment on any eye exam and a \$25.00 co-payment on any eyeglass frames.

(c) The Hospital shall also provide dental coverage for full-time employees, and the cost of such dental coverage shall be as follows:

	Employee Only	Employee & Spouse	Employee & Family	Employee & Children
Total Premium	\$41.94	\$74.19	\$111.67	\$79.34
Hospital Portion	\$41.94	\$58.06	\$76.80	\$60.64
Employee Portion	\$-0-	\$16.13	\$34.87	\$18.70

(d) The Hospital's maximum contribution for the monthly medical premium for the period July 1, 2008 to June 30, 2009 shall not exceed:

(1) One hundred and ten percent (110%) of the monthly premium paid by the Hospital for regular full time nurses during the period July 1, 2007 through June 30, 2008 plus;

(2) Fifty percent (50%) of any additional monthly premium amount required to provide medical and dental benefits over and above the amount of the 110 percent (110%) of the monthly premium paid by the Hospital for regular full time nurses during the period July 1, 2007 through June 30, 2008.

(e) The Hospital's maximum contribution for the monthly medical premium for the period July 1, 2009 through June 30, 2010 shall not exceed:

(1) One hundred and ten percent (110%) of the monthly premium paid by the Hospital for regular full time nurse during the period July 1, 2008 through June 30, 2009 plus:

(2) Fifty percent (50%) of any additional monthly premium amount required to provide medical and dental benefits over and above the amount of the one hundred ten percent (110%) of the monthly premium paid by the Hospital for regular full time nurses during the period July 1, 2008 through June 30, 2009.

In the event the monthly premiums exceed the Hospital's maximum contribution described in Section (b) (1) and (2) above, the additional premium amounts will be deducted from the first two paychecks each month for any nurse desiring to continue medical coverage.

(f) The Association will be given written notice and an opportunity for discussion at least 30 calendar days prior to decision on any revisions in the plan benefits in effect as of the date of this Agreement.

Medical insurance benefits shall be made available to nurses who are on leave or laid off for up to eighteen (18) months as defined by applicable law. The COBRA rate (including all legally permissible administrative charges) will be charged as a condition of contribution of such medical coverage.

Section 2. The Hospital shall provide life insurance paid for by the Hospital equal to one (1) time the nurse's annual salary, to the next highest one thousand dollars, with a minimum coverage of \$7,500, along with an equal amount of accidental death and dismemberment coverage.

Section 3. The Hospital shall at Hospital expense maintain the current retirement program which shall include the following provisions:

(a) Base Provisions. Each August the Hospital shall contribute 3% of the participating employees' total gross wages to the retirement program.

(b) Matching Provisions. In addition to the 3% contribution described above, the Hospital will provide an additional matching contribution of \$.25 for each dollar contributed by the employee up to an additional 1-1/2% of their salary for a total of 4.5% contribution by the Hospital. For example, if a nursing employee decides to contribute an extra \$100 per month of their salary to the retirement program, the Hospital will provide an extra \$25 (assuming this is not more than 1-1/2% of the employee's total salary) to equal a total contribution of 4.5% by the Hospital.

(c) Employees are eligible to participate in this retirement program after completing 12 months of employment. Participation will begin the first day of the month following the month in which the 12-month waiting period has been met.

(d) Contributions for the matching and base plans shall occur on an annual basis each August. Nurses once qualified for the matching plan shall subsequently remain qualified, provided further that it is anticipated that they will meet qualifying hours on an annual basis. Nurses once qualified for the base plan must have been scheduled or worked a minimum of 1000 scheduled or worked hours to qualify for the contribution for the full calendar year. All contributions by the Hospital and employee shall be deposited within ten calendar days of August 1.

(e) Vesting of Hospital contribution to begin in the first year of plan participation, with employees vesting 20 percent (20%) per year and becoming fully vested at the end of five years of service. All vesting in the new plan will be at the employee's current or new schedule, whichever is a higher percentage. Employees shall be immediately and fully vested in employee contributions.

The prior retirement plan shall continue without further contributions and shall be protected by a single annuity contract. All employees 60 per cent or more vested in this plan will become 100 per cent vested.

The above description of the Hospital's retirement program is not intended to be an exhaustive review of employee's rights and responsibilities. The retirement plan document shall control in the event of any inconsistency between the terms of this agreement and the plan document, providing it sets forth substantially equivalent or greater benefits as those set forth above.

Section 4. Emergency treatment received in the Emergency Department for an on-the-job illness or on-the-job injury will be provided at no cost to the nurse. When there has been an on-the-job injury, the nurse shall make an application for state accident benefits.

Section 5. The Hospital shall offer at no cost to the full time nurse a long-term disability plan in an amount equal to 60% of the employee's pre-disability monthly income when coordinated with Social Security Benefits, Workers' Compensation and/or Pension benefits until age 62. There shall be a \$2,000 maximum monthly benefit with a ninety (90) day waiting period.

Section 6. Any nurse who has been continuously employed for three (3) months, his or her spouse or children, who require Hospitalization or outpatient treatment at the Hospital, shall not be billed for charges remaining after application of all insurance benefits, if the nurse's family insurance provides the same or greater benefits than the Hospital's employee program. Nurses without such comparable insurance shall receive a twenty percent (20%) discount.

Section 7. In order to be eligible for any of the Hospital paid monthly medical and dental premiums described above, a nurse must first complete the required probationary period. Hospital paid monthly medical and dental premiums will be paid for eligible employees beginning with the first full month following completion of the probationary period.

Section 8. A health benefits review committee will make written recommendations regarding suggested changes to the Hospital's current benefits program. The committee shall include at least two (2) ONA representatives (to be selected by the bargaining unit) who shall be compensated their regular straight time hourly rate of pay for all time spent in

performing committee functions. Actions by this committee shall not supersede or waive any other obligation or right that the Hospital or the association may have under this Agreement.

Section 9. The Hospital shall continue to offer a cafeteria 125 Tax Plan that shall include health care and child care costs so long as such plans are available on a tax advantaged basis pursuant to the provisions of the Internal Revenue Code requirements.

ARTICLE X - WAGES

Nurses shall be compensated as provided in the wage schedule attached to this Agreement marked "Appendix A," and by reference made a part of this Agreement.

This contract should not be construed to limit the Hospital's right to reward an individual nurse's performance by placing the nurse on a more advanced pay step specified in Appendix A. The Hospital may additionally pay a nurse above the highest pay scale rate. Once advanced, the nurse shall be entitled to move to the next step based upon the provisions set forth in Article XV and Appendix A.

Recent continuous experience shall be defined as clinical nursing experience in an acute care setting without a break in nursing experience which would reduce the level of practical nursing skills. The DNS or designee and the nurse shall review the nurse's experience and years of continuous service at date of hire to determine years of continuous service for application to this contract mutually agreeable to both.

Credit for Prior Experience. Nurses hired during the life of this Agreement shall be placed in the wage schedule in the following manner:

- a. Nurses with zero (0) to two (2) years of continuous recent experience in nursing shall be hired at no more than twenty percent (20%) over the base number at Step 0.
- b. Nurses with three (3) to five (5) years of continuous recent experience in nursing shall be hired at no more than thirty-three percent (33%) over the base number at Step 0.
- c. Nurses with five (5) or more years of continuous recent experience in nursing shall be placed on the existing wage scale as determined by the Hospital on a case-by-case basis with written notice to the Union.

ARTICLE XI - DISCIPLINE AND DISCHARGE

Section 1. Disciplinary action may be administered by the Hospital only for just cause and may include, but will not be limited to, oral reprimand, written reprimand, extension of probation, demotion, reduction of pay by one step, suspension and discharge. To the extent that it is feasible, an oral reprimand will be given by a supervisor in a manner least likely to cause embarrassment of the nurse before other employees, patients or the public. A grievance involving disciplinary action shall be filed first with the person who originated the disciplinary action.

Section 2. Oral reprimands shall be subject to the grievance procedure, but shall not be subject to arbitration.

Section 3. No oral or written reprimand or other disciplinary action shall result in an adverse entry in the personnel records of an employee unless written notice of such entry is delivered or mailed to the employee within 10 calendar days of the reprimand or other disciplinary action; and such employee shall have the right to a personal interview with the

persons giving the reprimand and making the entry by making a request for such interview in writing within 10 calendar days from the receipt of the written notice. The employee shall have the right to be accompanied at the interview by a representative of the Association, and shall have the right to submit a written rebuttal to the employee's personnel file.

Section 4. The Hospital shall advise the nurse in advance if a requested meeting may result in disciplinary action. Where an investigatory meeting may lead to disciplinary action, the Hospital will inform the nurse that he/she may request to have another employee or Association representative present. Such other employee or representative shall be present solely to advise the nurse and shall not act as a spokesperson for or advocate of the nurse in such meeting.

ARTICLE XII - GRIEVANCE PROCEDURES

Section 1. Definition. "Grievance" shall mean a claim by an employee that a specific provision of this Agreement has been violated.

Section 2. Time Limits. Any time limits provided in this grievance procedure may be waived only by mutual agreement of the parties. A failure by the Hospital to respond within the time limits provided or agreed upon shall be deemed a rejection of the grievance, and the grievance may be filed in the next step within the time provided from the date of rejection. A grievance may be terminated at any time upon receipt of a signed statement from the Association that the matter has been resolved; and a failure to submit or pursue the grievance in accordance with this procedure or within the time limits prescribed or agreed upon shall constitute an abandonment of the grievance.

Section 3. Association and Nurse Participation. The Association shall receive copies of all grievance notices and shall be entitled to participate in all of the grievance procedures. An employee or an Association Representative may initiate a grievance under this Agreement. Once a grievance is filed it shall be processed solely by the Association as the exclusive collective bargaining representative of employees under this Agreement. The Association shall not be required to process any grievance which it believes lacks sufficient merit and any such determination made in good faith shall be dispositive of the grievance.

Section 4. Grievance Procedure. The steps of the grievance procedure shall be as follows:

(a) After first attempting to resolve the grievance informally with the nurse's superior, the nurse may file a grievance in writing with the department head within 14 calendar days from the occurrence which is the subject of the grievance, or from the time the nurse knew or reasonably should have known of such occurrence. The written grievance shall contain a statement of the relevant facts, the nature of the grievance, and the relief or remedy requested.

(b) Within 10 calendar days of the receipt of the written grievance, the Director of Nurses shall either respond in writing to the grievance or notify the Association and nurse in writing that the grievance has been referred to the Hospital Administrator.

(c) If the grievance remains unresolved by the immediate supervisor, then within 10 calendar days the Association may submit the grievance in writing to the Hospital Administrator. The Hospital Administrator will, within 10 calendar days of receipt of the grievance, conduct a conference with the affected parties for the purpose of resolving the grievance. A written response to the Association and nurse shall be made by the Hospital Administrator within five calendar days after the conference.

(d) If the grievance is not resolved after the receipt of the written response from the Hospital Administrator, then the Association may, within 10 calendar days thereafter, notify the Director in writing of its desire to submit the matter to arbitration under the following procedures:

(1) The Association and Hospital shall select one arbitrator, but if they cannot agree upon an arbitrator within a period of 10 calendar days, then either party may request a list of nine arbitrators from the Federal Mediation and Conciliation Service and the parties shall alternately strike one name, and the last name remaining shall be the arbitrator. The parties agree that FMCS shall be required to provide a list of Northwest arbitrators. All arbitrators on the FMCS provided list must actually have as his or her primary residence a location in Oregon, Washington or Idaho as of the date such arbitrator is selected by the parties.

(2) The arbitrator's fee shall be borne by the loser as determined by the arbitrator. Each party shall be responsible for the costs of presenting its case to arbitration.

(3) No question, issue or matter shall be considered or decided in arbitration except the claimed violation of a specific provision of this Agreement as contained in the written grievance submitted to the Hospital Administrator, or those contained in a written stipulation between the parties. The arbitrator shall have no authority to add to, modify or detract from this Agreement and may only consider the claim based upon a specific provision of this Agreement. The arbitrator shall render his/her decision as soon as possible and in no case later than 30 calendar days after the hearing has been closed or briefs have been submitted, whichever is later.

(4) Either party may make a verbatim record of the arbitration proceeding, or both parties may share jointly the cost of making or transcribing such record.

(5) Decisions on all questions properly submitted to arbitration and within the scope of his authority shall be final and binding upon the parties.

(e) The grievant and one nurse representative may be authorized by their immediate supervisor(s) to process a grievance without loss of regular pay, so long as such activity does not exceed one hour per grievance. Under no circumstance will pay be granted for time when the employees would not have been scheduled to work nor for hours which result in overtime.

(f) A probationary employee disciplined or terminated during his probationary period shall not be entitled to invoke the arbitration procedure to contest such action.

A new employee shall serve a probationary period of 480 hours, not to exceed 180 calendar days, during which time the employee may be terminated by the Hospital with or without cause.

(g) The Hospital shall have no obligation to arbitrate any grievable occurrence or dispute arising on or after the termination date of this Agreement.

ARTICLE XIII - GENERAL PROVISIONS

Section 1. Discrimination. The Hospital and Association agree to apply this Agreement equally to all employees in the bargaining unit without discrimination as to age, marital status, handicap (so long as consistent with required standards of patient care), race, color, creed, sex, national origin, political affiliation, where such discrimination would violate federal and/or state laws; and they shall also not discriminate against any nurse on account of any labor-related activity which is lawful under the Public Hospital Relations Act of the State of Oregon.

Section 2. Association Business. Duly authorized representatives of the Association shall be permitted at all reasonable times to enter nonpatient areas of the Hospital for the purpose of transacting Association business during nonworking time, provided that the representative first advises the Hospital administrator or a duly appointed management representative of his or her presence. No interference with normal work activities shall result from such visitation.

Section 3. Lockout and Strikes. In recognition of the importance of the operation of the Hospital's facilities to the community, the Hospital and the Association agree that there shall be no lockouts by the Hospital and no strikes or any other interruptions of work by employees or the Association during the term of this Agreement.

Section 4. Pay on Termination of Employment. Upon termination from employment for any reason (including but not limited to discharge, retirement, layoff or voluntary quit with or without prior notice), the Hospital shall have until the next regularly scheduled pay day after the date of the employee's separation date to mail to the employee all wages earned and unpaid at the time of the employee's separation from employment.

Section 5. No Pay for Unworked Time. Notwithstanding any other provision of this Agreement to the contrary, in no case will the Hospital be required to pay an employee compensation for time not worked.

Section 6. Overtime. Nothing in the labor agreement requires the Hospital to work an employee at overtime or at premium rates when another qualified regular Hospital employee is available to perform the work at straight time or less than premium rates.

ARTICLE XIV - SENIORITY

Section 1. Probationary Period. A nurse newly hired in the bargaining unit shall be on probationary status during the first ninety (90) work days from the employee's most recent date of hire. The probationary period of a nurse evaluated as less than satisfactory may be extended by mutual agreement between the Hospital and the Association, the terms of such extension shall be specified in writing by the Hospital with a copy to the nurse. During the probationary period, or any extension thereof, a nurse may be discharged without notice and without recourse to a grievance procedure.

Section 2. Seniority shall mean length of continuous service with the Hospital in the bargaining unit either as a registered nurse or as a licensed practical nurse calculated on the basis of hours worked exclusive of standby hours. Three-quarters of seniority accrued as an LPN shall be counted should an employee become a registered nurse.

Section 3. Notices of vacancies or newly created positions shall be posted at least seven (7) calendar days before the Hospital permanently fills such position. Any nurse is eligible to apply for such opportunities and will be interviewed and considered. Ability, qualifications, experience and seniority will be considered in selection among applicants. Where the Hospital considers the other factors to be equal, preference among applicants shall be on the basis of seniority. The Hospital shall be the sole judge of ability, qualification, and experience, which judgment shall not be exercised in an arbitrary or capricious manner. A nurse when selected for a new position shall be moved to that position within 30 calendar days.

Section 4. In the event the Hospital has need to reduce its staff on a daily basis due to low patient census, then such reduction shall occur first by seeking volunteers on the unit and shift affected. If there are insufficient volunteers, or if further reductions are necessary, then a reduction shall occur based upon classification status on the following basis: first temporary and agency or outside contract nurses, then casual nurses, and finally on a rotational basis among all regular full and part-time nurses, beginning with the least senior nurse in each classification. The Hospital may retain any qualified nurse scheduled to work in an area where in the sole judgment of the Hospital special nursing skills are needed if no other qualified nurses are able to fulfill this responsibility.

In the event the Hospital experiences a need to reduce staff on a long-term basis then the Hospital shall institute a layoff in the following order:

- (a) Volunteers from within the Hospital.
- (b) Agency or outside contract nurses.
- (c) Casual nurses.

(d) Least senior regular full and part-time nurses within the Hospital provided the remaining nurses are qualified to perform the available assignments. The word "qualified" as used herein shall not include the normal orientation that would be afforded any new employee.

Section 5. The Hospital will establish a Hospital-wide list of volunteers which will be updated at least quarterly who may agree to be sent home on low census days.

Section 6. Qualified laid-off employees who have retained seniority will be recalled to any bargaining unit position(s) to which the Hospital determines to be available in inverse order of layoff. It is the responsibility of the laid-off nurse to keep the Hospital advised of current address and telephone number. Failure to do so shall constitute waiver of any right of recall.

Section 7. An employee's seniority rights and his or her employment under this agreement shall be terminated under any of the following conditions: (a) voluntary quit; (b) retirement; (c) discharge for cause; (d) failure to return to work within the period granted by a leave of absence unless further extended by mutual agreement in writing between the nurse, the Hospital and the Association; (e) in the event of a layoff, failure to return to work within five (5) calendar days after having been notified of recall by certified mail, telegram, mailgram or facsimile; (f) layoff from work for a period of more than twelve (12) months; or (g) absence from work due to illness or injury in excess of twelve (12) months unless further extended by mutual agreement in writing between the parties.

ARTICLE XV - PAID TIME OFF

Section 1. Schedule of Paid Time Off.

(A) Purpose.

(1) Paid Time Off (PTO) is provided to regular full-time employees to encourage planning and predictability of employee time off. PTO compensates employees at their rate of pay when they are absent from work for such purposes as vacations, illness, holidays, religious observances, preventative health and dental care and other excused absences.

(B) Eligibility.

All regular full-time employees will be considered eligible for the PTO program.

(C) Accrual.

(1) PTO is accrued on the basis of hours scheduled excluding overtime hours.

(2) PTO accrual will continue for all hours off on jury duty that the employee would normally have been scheduled to work.

(3) Accrual Rates.

(a) First through Fourth Years
200 hours (25 days)
Yearly PTO Accrual
1,880 Work Hours for Accrual
1064 Ratio Per Hour

(b) Fifth through Tenth Years
248 hours (31 days)
Yearly PTO Accrual
1,832 Work Hours for Accrual
1354 Ratio Per Hour

Eleventh and all subsequent years
296 hours (37 days)
Yearly PTO Accrual
1,784 Work Hours for Accrual
1659 Ratio Per Hour

(d) Employees may use the second level of PTO during the 5th year and the third level of PTO during the 10th year, so long as they do not use more days than they have accrued.

(e) Length of service for any Hospital employee outside the bargaining unit shall be recognized for purposes of PTO accrual rate placement.

(D) Use of PTO

(1) PTO may be used as soon as it is earned, except for new hires under 90 calendar day probationary period. PTO may not be used in advance with an agreement to

reimburse the Hospital and may not be used on regularly scheduled days off. PTO may be used on any of the worked holidays specified in Section 2 of this Article.

(2) PTO, as with all other time off, must, except in unusual circumstances, be requested in writing in advance of the time off desired, and approved in writing by the Supervisor. Approval will be based upon the Hospital's determination of its staffing needs. When time off is requested without prior approval due to an emergency or illness, a specific reason for the request is to be given and accrued PTO must be used. If reasonably possible, the employee requiring time off without prior approval must call in two hours before the start of the assigned shift. If the employee does not have approval for each day of absence, it shall be considered an unpaid unexcused absence. Such absences can become cause for disciplinary action. The Hospital may request a doctor's certificate of illness if the amount of time off due to illness is deemed excessive by the Hospital.

(3) Employees are encouraged to use at least 80 hours of PTO per year. It is also recommended that employees reserve at least 40 hours of PTO to cover emergencies.

(4) If there are two or more requests for time off by employees and if not all of such requests can be accommodated, then an employee requesting PTO shall be given a priority over an employee requesting time off without pay regardless of seniority. (Otherwise seniority will prevail.)

(5) PTO may not be used to claim pay for the time lost due to tardiness. This lost time cannot be regained and shall be considered unexcused absent time.

(6) All accumulated PTO will be paid upon termination.

(7) PTO requests for vacation purposes shall be granted according to the operating needs of the Hospital. Request for vacation PTO shall be submitted in writing prior to the 10th day of the preceding month before the start of the requested PTO, but not more than six (6) months prior to the date when the schedule covering such time off is to be posted.

(8) Preference between two or more pending requests by employees selecting the same period shall be given to the employee with the greatest seniority. Requests made within twenty-four hours of each other shall be considered submitted at the same time. The Department Head shall respond in writing within seven (7) calendar days after the request has been received. After written approval of the PTO time is granted, such time may only be changed by mutual agreement of the parties.

(9) The first two (2) weeks of earned PTO may be taken consecutively by the employee if so desired. Additional PTO may be taken in a manner mutually acceptable to the Hospital and employee.

(10) Accrued PTO pay appropriate for the length of the scheduled vacation shall be paid to the employee prior to the start of the vacation, providing the employee requests the pay in writing through his/her supervisor seven (7) calendar days prior to his/her vacation. PTO paid in advance for vacation purposes would be for a minimum of five (5) days.

(E) PTO Cashout

An employee's accrued PTO hours in excess of 480 hours shall be cashed out on the first payday in December. It is further agreed that any employee who has accrued at least 120 hours PTO may cash out all but forty (40) hours by giving a thirty (30) calendar day written notice to the payroll department.

Section 2. Holidays.

(a) Work on Holidays. Nurses who are scheduled and work on New Year's Day, Independence Day, Thanksgiving Day, Labor Day, Memorial Day (last Monday in May), and Christmas Day will be paid at the rate of time and one-half. One personal holiday for a regular or part-time nurse (a regularly scheduled workday selected by the nurse and scheduled off in advance of the posted work schedule) shall additionally be recognized and paid at the holiday rate of time and one-half if worked. Nurses who are not scheduled but are called in to work on Thanksgiving or Christmas shall receive double time for all hours worked.

(b) Holiday Rotation. The Hospital shall use its best efforts, including an opportunity for nurses to express their preferences on a sign-up sheet, not to require a nurse to work more than two holidays per calendar year, nor to work the same major holidays in two consecutive years. A casual nurse must work two major holidays per year. Holidays for purposes of this sub-section shall be defined as: any holiday as defined in this contract with applicable shift differentials applied.

Section 3. Notice of Resignation/Termination.

A nurse shall give the Hospital not less than fourteen (14) calendar days written notice of intended resignation. A nurse's failure to provide such notice forfeits any right to be paid accumulated paid time off up to 112 hours. PTO cannot be used as the termination notice, unless it was previously approved. PTO will likewise not be paid for work time missed during the last two weeks of employment without a physician's written confirmation of illness. This disqualification will be waived if a documented emergency condition beyond the control of the nurse prevents the submission of the required notice of resignation.

The Hospital shall give a non-probationary nurse fourteen (14) calendar days written notice of the termination of his/her employment or, if less notice is given, then the difference between the fourteen (14) calendar days and the number of working days advance notice shall be paid the nurse at his/her regular rate of pay based upon the nurse's normal scheduled hours. No such advance notice or pay shall be required for a nurse who is discharged for gross misconduct, including but not limited to Hospital related theft, drug abuse, intoxication, patient abuse or use of alcoholic beverages. A nurse may additionally be discharged for just cause without such notice.

ARTICLE XVI – SUBSTANCE ABUSE AND SCREENING

In order to maintain a safe environment for patients and employees, the Hospital prohibits the employment of individuals who engage in employment performance impairing use of controlled or illegal substances or alcohol and requires the timely rehabilitation of any employee found engaged in such use. The Hospital policy, entitled Substance Abuse and Screening as presented during the 1999 negotiation resulting in this Agreement shall be the basis of enforcement and further definition of this provision. The Hospital's substance abuse and screening program may be revised on no less than thirty (30) calendar days written notice to the Oregon Nurses Association of such revisions. Upon such notice, the Association may request, in writing, the opportunity to discuss such changes before they are implemented.

ARTICLE XVII – SEPARABILITY

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

ARTICLE XVIII – AMENDMENTS

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

ARTICLE XIX – WORK RULES

The parties recognize that the Hospital is directly responsible for carrying out the functions and services to its customers. For this reason, it is jointly recognized that the Hospital retains broad authority to fulfill its responsibilities and may do so by implementing work rules, oral or written, which now exist or which may be implemented in the future. It is agreed, however, that no work rule will be adopted or implemented which is inconsistent with a specific provision of this Agreement and with the Hospital's obligations as specified by ORS 243.698. Additionally, all new work rules which shall be implemented will be reduced to writing and furnished to employees and the Union fifteen (15) calendar days prior to their effective date in order to provide the union and employees an opportunity to comment and suggest changes.

ARTICLE XX - DURATION AND TERMINATION

Both parties of this Agreement specifically waive their rights to negotiate any matter not enumerated by this Agreement, excluding the parties' legal obligation to bargain the alteration of existing terms or working conditions of employment for the term of this Agreement. Both parties, however, may mutually agree to bargain on any issue during the term of this Agreement.

This Agreement constitutes the sole written agreement between the parties and shall be effective upon its ratification by both parties. This Agreement shall remain in full force and effect until June 30, 2010. Thereafter, this Agreement shall be renewed automatically from year to year unless one party shall notify the other in writing not later than 90 calendar days prior to the expiration date of intent to modify or terminate this Agreement. Whenever such written notice is given as provided herein, this Agreement shall remain in full force and effect during the period of negotiation.

This Agreement has been executed on behalf of COQUILLE VALLEY HOSPITAL this ____ day of 2007, and it has been executed on behalf of the OREGON NURSES ASSOCIATION by its duly authorized representatives this ____ day of _____ 2007.

COQUILLE VALLEY HOSPITAL

OREGON NURSES ASSOCIATION

By _____
Administrator

By _____

By _____

By _____

By _____

By _____

By _____

APPENDIX A

The following shall apply with respect to steps 0-6 only: In order to move to the next succeeding step on the pay scale on the employee's anniversary date, the employee covered by this Agreement must accumulate a minimum of 1,400 hours during the anniversary year and receive a satisfactory annual employee evaluation. In the event an employee does not work the required amount of hours such employee shall not move to the next step of the salary schedule until the hourly requirement has been met, or two years, whichever is earlier. In the event the employee does not receive a satisfactory annual evaluation, the employee shall remain at his or her present step in the wage scale until receiving a satisfactory follow-up three month evaluation.

In order to move to Step 7 a nurse must have worked at Step 6 for no less than two years and worked no less than 2800 hours. In order to move to Step 8 a nurse must have worked at Step 7 for no less than two years and worked no less than 2800 hours. In order to move to Step 9 a nurse must have worked at Step 8 for no less than three years and worked no less than 4200 hours. In order to move to Step 10 a nurse must have worked at Step 9 for no less than three years and worked no less than 4200 hours. In order to move to Step 11 a nurse must have worked at Step 10 for no less than three years and worked no less than 4200 hours. In order to move to Step 12 a nurse must have worked at Step 11 for no less than three years and worked no less than 4200 hours. In order to move to Step 13 a nurse must have worked at Step 12 for no less than three years and worked no less than 4200 hours. In order to move to Step 14 a nurse must have worked at Step 13 for no less than three years and worked no less than 4200 hours.

Pay Scale beginning the first full pay period following July 1, 2007.

<u>Years Between Steps</u>	<u>Steps</u>	<u>Base Rate Effective 7/1/07</u>	<u>7/1/07 Base +A or B</u>	<u>7/1/07 Base +A and B</u>
0	0	\$21.39	\$21.99	\$22.59
1	1	\$22.03	\$22.63	\$23.23
2	2	\$22.69	\$23.29	\$23.89
3	3	\$23.37	\$23.97	\$24.57
4	4	\$24.07	\$24.67	\$25.27
5	5	\$24.79	\$25.39	\$25.99
6	6	\$25.53	\$26.13	\$26.73
7				
8	7	\$26.30	\$26.90	\$27.50
9				
10	8	\$27.09	\$27.69	\$28.29
11				
12				
13	9	\$27.90	\$28.50	\$29.10
14				
15				
16	10	\$28.74	\$29.34	\$29.94
17				
18				
19	11	\$29.60	\$30.20	\$30.80
20				
21				
22	12	\$30.49	\$31.09	\$31.69
23				
24				
25	13	\$31.40	\$32.00	\$32.60
26				
27				
28	14	\$32.34	\$32.94	\$33.54

A = + up to \$0.60 for Skills and Knowledge*

B = + up to \$0.60 for Customer Service*

*See Attached Memorandum of Agreement

To be effective beginning the first full pay period following July 1, 2008.

<u>Years Between Steps</u>	<u>Steps</u>	<u>Base Rate Effective 7/1/08</u>	<u>7/1/08 Base +A or B</u>	<u>7/1/08 Base +A and B</u>
0	0	\$22.03	\$22.63	\$23.23
1	1	\$22.69	\$23.29	\$23.89
2	2	\$23.37	\$23.97	\$24.57
3	3	\$24.07	\$24.67	\$25.27
4	4	\$24.79	\$25.39	\$25.99
5	5	\$25.54	\$26.14	\$26.74
6	6	\$26.30	\$26.90	\$27.50
7				
8	7	\$27.08	\$27.68	\$28.28
9				
10	8	\$27.90	\$28.50	\$29.94
11				
12				
13	9	\$28.74	\$29.34	\$30.80
14				
15				
16	10	\$29.60	\$30.20	\$31.69
17				
18				
19	11	\$30.49	\$31.09	\$32.60
20				
21				
22	12	\$31.40	\$32.00	\$32.60
23				
24				
25	13	\$32.35	\$32.95	\$33.55
26				
27				
28	14	\$33.31	\$33.91	\$34.51

A = + up to \$0.60 for Skills and Knowledge*

B = + up to \$0.60 for Customer Service*

*See Attached Memorandum of Agreement

To be effective beginning the first full pay period following July 1, 2009.

<u>Years Between Steps</u>	<u>Steps</u>	<u>Base Rate Effective 7/1/09</u>	<u>7/1/09 Base +A or B</u>	<u>7/1/09 Base +A and B</u>
0	0	\$22.70	\$23.30	\$23.90
1	1	\$23.37	\$23.97	\$24.57
2	2	\$24.07	\$24.67	\$25.27
3	3	\$24.79	\$25.39	\$25.99
4	4	\$25.54	\$26.14	\$26.74
5	5	\$26.30	\$26.90	\$27.50
6	6	\$27.09	\$27.69	\$28.29
7				
8	7	\$27.90	\$28.50	\$29.10
9				
10	8	\$28.74	\$29.34	\$29.94
11				
12				
13	9	\$29.60	\$30.20	\$30.82
14				
15				
16	10	\$30.49	\$31.09	\$31.69
17				
18				
19	11	\$31.40	\$32.00	\$32.00
20				
21				
22	12	\$32.34	\$32.94	\$33.54
23				
24				
25	13	\$33.32	\$33.92	\$34.52
26				
27				
28	14	\$34.31	\$34.91	\$35.51

A = + up to \$0.60 for Skills and Knowledge*

B = + up to \$0.60 for Customer Service*

*See Attached Memorandum of Agreement

LPN Pay Scale beginning the first full pay period following July 1, 2007.

<u>Years Between Steps</u>	<u>Steps</u>	<u>Base Rate Effective 7/1/07</u>	<u>7/1/07 Base +A or B</u>	<u>7/1/07 Base +A and B</u>
0	0	\$16.04	\$16.64	\$17.24
1	1	\$16.52	\$17.12	\$17.72
2	2	\$17.01	\$17.61	\$18.21
3	3	\$17.52	\$18.12	\$18.72
4	4	\$18.05	\$18.65	\$19.25
5	5	\$18.59	\$19.19	\$19.79
6	6	\$19.15	\$19.75	\$20.35
7				
8	7	\$19.72	\$20.32	\$20.92
9				
10	8	\$20.32	\$20.92	\$21.52
11				
12				
13	9	\$20.92	\$21.52	\$22.12
14				
15				
16	10	\$21.55	\$22.15	\$22.75
17				
18				
19	11	\$22.20	\$22.80	\$23.40
20				
21				
22	12	\$22.87	\$23.47	\$24.07
23				
24				
25	13	\$23.55	\$24.15	\$24.75
26				
27				
28	14	\$24.26	\$24.86	\$25.46

LPN Pay Scale beginning the first full pay period following July 1, 2008.

<u>Years Between Steps</u>	<u>Steps</u>	<u>Base Rate Effective 7/1/08</u>	<u>7/1/08 Base +A or B</u>	<u>7/1/08 Base +A and B</u>
0	0	\$16.52	\$17.12	\$17.72
1	1	\$17.01	\$17.61	\$18.21
2	2	\$17.52	\$18.12	\$18.72
3	3	\$18.05	\$18.65	\$19.25
4	4	\$18.59	\$19.19	\$19.79
5	5	\$19.15	\$19.75	\$20.35
6	6	\$19.72	\$20.32	\$20.92
7				
8	7	\$20.32	\$20.92	\$21.52
9				
10	8	\$20.92	\$21.52	\$22.12
11				
12				
13	9	\$21.55	\$22.15	\$22.75
14				
15				
16	10	\$22.20	\$22.80	\$23.40
17				
18				
19	11	\$22.87	\$23.47	\$24.07
20				
21				
22	12	\$23.55	\$24.15	\$24.75
23				
24				
25	13	\$24.26	\$24.86	\$25.46
26				
27				
28	14	\$24.99	\$25.59	\$26.19

LPN Pay Scale beginning the first full pay period following July 1, 2009.

<u>Years Between Steps</u>	<u>Steps</u>	<u>Base Rate Effective 7/1/09</u>	<u>7/1/09 Base +A or B</u>	<u>7/1/09 Base +A and B</u>
0	0	\$17.01	\$17.61	\$18.21
1	1	\$17.52	\$18.12	\$18.72
2	2	\$18.05	\$18.65	\$19.25
3	3	\$18.59	\$19.19	\$19.79
4	4	\$19.15	\$19.75	\$20.35
5	5	\$19.72	\$20.32	\$20.92
6	6	\$20.32	\$20.92	\$21.52
7				
8	7	\$20.92	\$21.52	\$22.12
9				
10	8	\$21.55	\$22.15	\$22.75
11				
12				
13	9	\$22.20	\$22.80	\$23.40
14				
15				
16	10	\$22.87	\$23.47	\$24.07
17				
18				
19	11	\$23.55	\$24.15	\$24.75
20				
21				
22	12	\$24.26	\$24.86	\$25.46
23				
24				
25	13	\$24.99	\$25.59	\$26.19
26				
27				
28	14	\$25.73	\$26.33	\$26.93

Retention Incentive Program

Bargaining unit nurses including salaried surgery nurses shall be entitled to an annual incentive of 50 cents per hour worked upon completion of the nurse's anniversary year provided such nurse has worked 850 or more hours in the nurse's prior anniversary year. Such incentive shall be payable at the completion of the pay period following the nurse's anniversary date of employment for all hours worked.

1. Charge Nurses. Effective the first full pay period following July 1, 2007, the Charge nurse premium shall be \$2.00 per hour. A nurse will be deemed to have been assigned to Charge Nurse responsibilities if the nurse (1) has been selected to fill a Charge Nurse vacancy in accordance with Article XIV, or (2) has been designated by the Hospital to be a Charge Nurse for a shift. There shall be a charge nurse designated or assigned on each shift in the medical nursing unit.

2. Shift Differential. The evening shift differential shall be \$1.20 per hour. Effective the first full pay period after July 1, 2007, the night shift differential shall be \$2.25 per hour.

3. No Reduction. No nurse will suffer a reduction as a consequence of the adoption of this Agreement.

4. Standby. Effective the first full pay period following July 1, 2007, nurses scheduled for standby/on-call shall be paid the sum of \$3.10 for each hour of scheduled standby, regardless of whether they are called to work. Nurses on standby call who are called into work shall receive the premium rate of one and one-half (1-1/2) times their regular rate for all hours worked after being called to work, including applicable shift differential. With proper notice, low census standby designation may be rescinded by the Hospital up to two (2) hours prior to the beginning of the nurse's scheduled shift of work, in which case premium pay shall not apply for a nurse directed to report to work at the beginning of his or her scheduled shift. Standby pay shall be in addition to pay for actual hours worked. Call-back pay begins when a nurse reports to the Hospital ready to work as a result of a call to return to work. While on standby, the nurse is normally expected to report to work as soon as possible within thirty (30) minutes following notification, but in no event longer than forty-five (45) minutes.

5. Mileage. Effective the first full pay period following bargaining unit ratification, home health nurses shall receive the rate designated by the Internal Revenue Service for the per mile reimbursement when the nurse uses his/her private vehicle for travel directly related to his/her approved work assignment. This mileage payment will not be paid for reporting to the Hospital for work at the beginning of the work day or commuting home from the Hospital at the conclusion of the work day.

6. Surgery Salary Status. Each full-time position in the Surgery Nursing Unit shall either be compensated a monthly salary, or an hourly rate of pay.

(a) Salary. The salary shall be equivalent to the nurse's pay step rate multiplied by 40 hours per week; the pay step and salary shall be adjusted on an anniversary year basis as specified under the pay step provision above. Salary compensation for the current surgery nurse(s) must be based on a pay step that will not reduce the nurse(s) present wage.

(b) Benefits. Benefits shall be accrued on a 40 hour work week.

(c) Schedule. Such salaried nurse shall be scheduled full-time, Monday through Friday eight (8) hours per day, but shall only be required to work in the Surgery Department. If no work is available, the nurse's salary and benefit accrual remains unchanged.

(d) The first ten calendar days of standby per month are included in the surgery nurse's salary. All additional assignments of standby shall be compensated at the standby rate of pay specified under Appendix A, 4. above.

(e) A surgery nurse who works greater than eight (8) hours per day or past 1900 shall be compensated at a rate of \$25.00 per hour in addition to their established salary.

Present standby/on-call practice for surgery nurses will be continued for the term of this Agreement limited to salaried nurse positions.

7. Short Notice. A regular full-time or part-time nurse who is called into work or scheduled with less than two (2) hours' notice of the time worked shall be compensated short notice pay at a rate of time and one-half the nurse's regular rate of pay.

8. Preceptor. Any bargaining unit RN who is assigned to orient or precept a student nurse will be compensated at an additional one dollar twenty-five cents (\$1.25) for each hour of performing such activity, up to a maximum of one hundred fifty (150) hours per student nurse.

9. Experienced Nurse Orientation. Any bargaining unit RN who is assigned to orient an experienced nurse will be compensated at an additional one dollar (\$1.00) for each hour performing such activity, up to a maximum of eighty (80) hours per experienced nurse oriented.

10. Scrubs/Uniforms. Bargaining unit employees who are required to wear scrubs in connection with their assigned duties will be provided with such scrubs by the Hospital at no cost to the employee. The Hospital will launder such scrubs at no cost to the employee. Bargaining unit employees who wish to purchase scrubs for personal use may do so at Hospital cost.

Memorandum of Agreement

Between

Coquille Valley Hospital

and

Oregon Nurses Association

This Memorandum of Agreement is entered into between Coquille Valley Hospital (hereinafter referred to as the "Hospital" or "Coquille") and the Oregon Nurses Association (hereinafter referred to as the "Union" or "ONA") for the purpose of describing the party's agreement to establish a task force which will have the responsibility of developing revisions to the existing merit compensation program for bargaining unit employees based on skills and abilities and customer service.

This task force shall be made up of an equal number of representatives from the Hospital and from the ONA bargaining unit.

Within one hundred fifty (150) calendar days of the date following ratification of the new Labor Agreement by the Hospital and the bargaining unit, the task force shall present a written summary of its recommendations to administration for approval. This summary shall contain the standards under which employees will be evaluated and become eligible for up to an extra sixty cents (\$.60) per hour merit increase related to a bargaining unit employee's skill and abilities and up to an additional sixty cents (\$.60) per hour merit increase attributable to customer service considerations. This recommendation shall include the evaluation process to be adopted by the parties to determine bargaining unit employee eligibility for either or both merit adjustments, together with a periodic re-evaluation of bargaining unit employees to determine continued bargaining nurse eligibility for such merit adjustments.

The merit program revisions, as approved in writing by the administrator, shall be implemented on a date mutually agreed between the Hospital and the Union.

This Memorandum of Agreement shall be deemed a part of and incorporate into the terms and provisions of the current agreement in effect between the parties dated this ___ day of _____ 2007.

COQUILLE VALLEY HOSPITAL

OREGON NURSES ASSOCIATION

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Memorandum of Agreement

Between

Coquille Valley Hospital

and

Oregon Nurses Association

This Memorandum of Agreement is entered into between Coquille Valley Hospital (hereinafter referred to as the "Hospital" or "Coquille") and the Oregon Nurses Association (hereinafter referred to as the "Union" or "ONA") for the purpose of describing the party's understandings with respect to the seniority provisions of this Agreement, which appear in Article XIV.

The parties to this Agreement confirm their understanding that seniority under Article XIV shall be calculated on the basis of the total number of hours actually worked by employees in the bargaining unit. The definition of hours worked shall not include standby hours and hours for which the nurse has received a PTO payment. Employees who are on a salary shall only receive seniority credit for those hours actually spent at work at the Hospital. In addition, employees in the bargaining unit who are on salary shall only qualify for the Retention Incentive Bonus Program based on actual hours of work which shall exclude all hours for which the salaried employee receives on-call compensation but does not actually perform any work at the Hospital.

This Memorandum of Agreement shall be deemed a part of and incorporate into the terms and provisions of the current agreement in effect between the parties dated this ___ day of _____ 2007.

COQUILLE VALLEY HOSPITAL

OREGON NURSES ASSOCIATION

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Memorandum of Agreement

Between

Coquille Valley Hospital

and

Oregon Nurses Association

This Memorandum of Agreement is entered into between Coquille Valley Hospital (hereinafter referred to as the "Hospital" or "Coquille") and the Oregon Nurses Association (hereinafter referred to as the "Union" or "ONA") for the purpose of describing the party's understandings with respect to Substance Abuse and Screening Policies and Procedures.

In order to maintain a safe environment for patients and employees, the Hospital prohibits the employment of individuals who engage in employment performance impairing use of controlled or illegal substances or alcohol and requires the timely rehabilitation of any employee found engaged in such use. The Hospital policy, entitled Substance Abuse and Screening, and this Article shall be the basis of enforcement and further definition of this policy.

OBJECTIVE:

Coquille Valley Hospital has a responsibility to its employees and the public to provide safe working conditions for its employees and a productive Hospital workforce unimpaired by chemical substance abuse. The Hospital also has a similar responsibility pursuant to the Drug Free Workplace Act of 1998 to satisfy these responsibilities. The Hospital strives to maintain a work environment free from the effects of drugs, alcohol, or other performance impairing substances.

The misuse of alcohol and other drugs can impair employee performance as well as physical and mental health, and may jeopardize employee safety as well as safety of the public.

POLICY:

- A. The Hospital is committed to maintaining a safe and healthy workplace for all employees by assisting employees to overcome drug or alcohol related problems through appropriate treatment and, if necessary, disciplinary action.
- B. Each employee is responsible for meeting performance, safety, and attendance standards.
- C. Employees shall not report to work under the influence of intoxicating liquor, illegal drugs, or controlled substances.

- D. The use, sale, possession, manufacture, distribution and/or dispensing by any employee of any intoxicating liquor, controlled or illegal substance, or a drug not medically authorized or any other substances which may impair job performance or pose a hazard to the safety and welfare of the employee, other employees, or the public, is strictly prohibited. The use of alcohol or medically prescribed controlled substances off-duty is not controlled by this policy. Conduct in violation of this policy may result in a disciplinary action and/or criminal investigation, as appropriate.
- E. The Hospital will utilize a laboratory certified by the National Institute on Drug Abuse to conduct all tests under this policy.
- F. Positive test results may only be disclosed to the employee or employee representative with prior written employee release, and the appropriate management officials on a need to know basis.
- G. All medical and rehabilitation records will be deemed confidential and may not be disclosed without the prior written consent of the employee, authorizing court order, or otherwise as permitted by law.

PERMITTED USE:

It is the employee's responsibility to determine from a physician whether or not a prescribed drug can impair job performance. An employee whose impairment may affect job performance should use PTO time or sick leave or other steps consistent with advice of a physician. If any employee reports to work under the influence of prescription medication and endangers self or others, the employee may be disciplined. Any failure to report the use of such drugs or other substances following an event of concern to the Hospital or treating professionals, or failure to provide evidence of medical authorization, can result in disciplinary action.

REPORT OF DRUG CONVICTION:

Each employee must report to the Department Head any felony charge or felony misdemeanor conviction for violating any criminal drug statute no later than five (5) calendar days following such action.

EMPLOYEE ASSISTANCE:

- A. Any employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through a private treatment program for drug and alcohol problems. The employee's personal physician will assist employees who wish to identify and select an appropriate treatment program.
- B. Accrued PTO time/sick leave benefits may be used while attending Hospital approved rehabilitation. After such accommodation, the discontinuation of any involvement with alcohol or drugs may be an essential requisite for employment and is consistent with the Hospital's policy of maintaining a drug free workplace.

DISCIPLINE RELATED TO ABUSE:

- A. An employee may be found to be under the influence of illegal drugs or controlled substances on the basis of any appropriate evidence including, but not limited to:
 - 1. Direct observation
 - 2. Evidence obtained from an arrest or criminal conviction.
 - 3. A verified positive test result, or
 - 4. An employee's voluntary admission.
- B. An employee may be directed to consult with the employee's personal physician and other healthcare providers as a result of a violation of this policy. Upon a referral from a healthcare provider of substance abuse, an employee may be required to participate in a drug or alcohol treatment program as a condition of continued employment.
- C. A supervisor, based on reasonable suspicions that substance abuse is a factor in employment, may require an employee to be evaluated for illegal drug and alcohol use and treatment by a physician. An employee may be required to participate in follow-up case as part of a comprehensive alcohol and drug treatment program based upon medical advice.
- D. When an employee is required to undergo treatment under the policy, the employee may be required to authorize the following as a condition of continued employment:
 - 1. Release of medical information regarding participation and compliance with the program, and the effectiveness of the treatment program in direct relation to any employee's ability to return to work to the Department Head, and
 - 2. Submission to random blood and/or urine screening for alcohol and/or drugs for a specific period of time not to exceed thirty-six (36) months (unless otherwise required by a licensing board). Nurses and CNA's shall also be required to comply with the requirements of OSBN Impaired Nurse Monitoring Program.
- E. Medical confidentiality will be preserved, subject to authorization granted by the Department Head or others with a need to know for monitoring of treatment program compliance, through a health care provider in order to ensure compliance with conditions of employment and ability to return to or to remain at work. The Employer will consider the professional practitioner's reports of compliance and recommendation of ability of the employee to return to work and will follow such recommendation unless the Employer has recent information that is contrary to the health professionals' recommendations.

DRUG TESTING UPON REASONABLE SUSPICION:

When a supervisory employee has a reasonable suspicion that an employee is under the influence of alcohol or illegal drugs including unlawful use of a controlled substance without a valid prescription, the employee in question will be asked to submit to discovery testing including urinalysis or a blood screen, or both, to confirm involvement with alcohol or illegal drugs or that the employee is drug or alcohol free at the time in question.

If the employee confirms that he or she is intoxicated, the employee shall not be required to undergo a screening, but shall be immediately suspended, pending timely subsequent action. He or she shall not be allowed to drive if impaired.

CONSEQUENCE OF A POSITIVE TEST:

An employee who is found to be under the influence of or impaired by alcohol, illegal drugs, or a controlled substance as a result of a test requested by the Hospital based upon the reasonable suspicion will be subject to disciplinary action including suspension or termination.

CONSEQUENCE OF REFUSING TO COOPERATE OR SUBMIT TO TESTING:

An employee who refuses to voluntarily consent and submit to discovery testing of alcohol, illegal drugs, or controlled substances or who fails to cooperate fully with all testing procedures or requirements will be subject to suspension or discharge, or both. Alleged lack of reasonable suspicion is not grounds to refuse to submit to a test.

TESTING PROCEDURE:

A. Employee representation:

When the employee is notified that he or she will be required to consent and submit to such test, he or she will be notified that they may request the presence of a representative to witness the test, and if the employee so requests, he or she shall be offered assistance. The test may not be delayed unreasonably in order to wait for a representative. The absence of a representative shall not be grounds for the employee to refuse to consent and submit to such test or searches. The presence of a representative shall not disrupt or interfere with the tests or searches, or such interference will be considered a refusal to submit to testing and grounds for disciplinary action including dismissal.

B. Authorization to test:

Before a supervisor may require an employee to consent and submit to any test, the supervisor must first obtain concurrence from another manager that the information available to the Hospital about the subject employee is sufficient to determine reasonable suspicion that prohibited conduct may have occurred or is occurring.

C. Procedure for Consent:

The employee shall give consent to a blood, urine or Breathalyzer test, or any combination, upon request, by signing a consent form. The form will include the following information:

1. Employee's consent to release test results to the Hospital.
2. The procedure for confirming an initial positive test result for a controlled substance, including marijuana or alcohol.
3. The consequences of a positive test for alcohol, under the circumstances.
4. A listing provided by the employee of legally prescribed and over-the-counter medications that may be in the employee's body.
5. The right to explain a confirmed positive test result for a controlled substance, including marijuana, or a positive test for alcohol, and
6. The consequences of refusing to consent to the blood, urine or Breathalyzer test.

D. Refusal:

Failure to appear for testing when scheduled without objection or delay will be considered refusal to participate in testing, and will subject an employee to the range of disciplinary actions, including dismissal, and an applicant to the cancellation of an offer of employment.

E. Confirmatory Test:

In the event that the blood or urine test results are positive for controlled substance(s), including marijuana, the Hospital shall require that a second confirmatory test from the same sample be conducted at the Coquille Valley Hospital Laboratory, or another laboratory certified by the National Institute on Drug Abuse and using gas chromatography/mass spectrometry methods which also must be positive before concluding the employee has such substance(s) present in the body.

F. Employee Requested Test:

If a blood or confirmed urine test is positive, the Hospital will instruct the laboratory to retain the blood or urine sample for a period of not less than thirty (30) calendar days from the date the tests were complete for the purposes of allowing the employee to conduct an independent test at his or her own expense at a laboratory approved by the Hospital.

G. Chain of Evidence:

The procedures to obtain, handle, and store blood and urine samples and to conduct laboratory tests shall be documented to establish procedural integrity and chain of evidence. Such procedures shall be administered with due regard for the employee's privacy and the need to maintain the confidentiality of test results and to an extent which is not inconsistent with the needs of this policy.

H. Notification:

The employee shall be notified of the preliminary results of any positive gas chromatography/mass spectrometry confirmatory test before it is reported as a positive test by the lab. The employee will be so notified by an independent medical review officer who will afford the employee an opportunity to provide medical or other information that may explain the positive result. If the employee cannot be contacted through reasonable efforts, or if the independent medical review officer confirms the validity of the test results, the employee and the Employer will be notified of the positive test results.

PRE-EMPLOYMENT DRUG SCREENING:

All applicants offered employment that have passed the Hospital's other pre-employment evaluation will be subject to drug and alcohol testing prior to beginning employment. Any positive result of any degree will disqualify the applicant from employment. All applicants will be notified and asked to authorize a drug screen test as a requirement of employment.

Applicants shall be directed to an appropriate collection facility. The drug test must be undertaken as soon after notification as possible, and no later than 48 hours after notice to the applicant.

Any applicant with a verified positive test result will be disqualified from employment. The Hospital will inform such applicant that a confirmed presence of an illegal drug in the applicant's urine disqualifies the individual from employment, but the individual may reapply after the expiration of 12 months.

SEARCHES:

Employees have no expectation to be free from search of a locker, desk or contents of other similar Hospital property or controlled spaces. A search for contraband within personally controlled spaces on hospital property (purses, garments, briefcases or a personal vehicle for example) shall be based on reasonable grounds that a violation of this policy prohibiting drugs in the workplace has occurred or may occur, or based upon legitimate concerns for the possession of other unauthorized materials (such as firearms, explosives or stolen property). This policy constitutes formal notice of the Hospital's intent to search premises, persons and secured spaces, including vehicles parked on Hospital property, based upon reasonable grounds or consent. Search shall be approved by the administrator or his/her designee, and, if possible, notice to the employee and an opportunity to be present shall be given. Failure to submit to a search under this policy and fully cooperate with the search, or failure to give consent for the search, will subject the employee to disciplinary action, including dismissal.

DEFINITIONS:

- A. "*Reasonable suspicion*" is defined as specific articulatable observations by a supervisory employee concerning the work performance, appearance (including noticeable odor of an alcoholic beverage), behavior, or speech of the employee. Any accident or incident involving physical injury to any person may be considered as constituting reasonable suspicion for discovery testing for drugs and alcohol where human factors contribute to the incident and the Hospital determines that drugs or alcohol may have played a role. Reasonable suspicion testing may be based upon, among other things:

1. Observable phenomena, such as direct observations of drug use or possession and/or physical symptoms of being under the influence of a drug.
 2. A pattern of abnormal conduct or erratic behavior.
 3. Arrest or conviction for a drug related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking.
 4. Information provided either by reliable or credible source or independently corroborated, and
 5. Newly discovered evidence that the employee has tampered with a previous drug test.
- B. “*Under the Influence*” is defined as any detectable level of a controlled substance (in excess of trace amounts attributable to secondary exposure) in an employee’s blood or urine, or any notable or perceptible impairment of the employee’s mental or physical faculties. With respect to alcohol, a blood alcohol level of .04% constitutes under the influence while on duty.
- C. “*Controlled substances*” are defined as all forms of narcotics, depressants, stimulants, hallucinogens, cannabis, and other controlled substances of which the sale, purchase, transfer, use or possession is prohibited or restricted by the Federal Controlled Substances Act. “*Illegal or controlled substances*” means a controlled substance included in Schedule I or II as defined by section 802(6) of Title 21 of the United States Code, the possession of which is unlawful under Chapter 13 of the Title. The term “*illegal drugs*” does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.
- D. “*Over-the-counter drugs*” are those which are generally available without a prescription from a medical doctor and are limited to those drugs which are capable of impairing the judgment of any employee to safely perform his or her duties.
- E. “*Prescription drugs*” are defined as those drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

This Memorandum of Agreement shall be deemed a part of and incorporate into the terms and provisions of the current agreement in effect between the parties dated this ___ day of _____ 2007.

COQUILLE VALLEY HOSPITAL

OREGON NURSES ASSOCIATION

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____