

COLLECTIVE BARGAINING AGREEMENT

Between

GRANDE RONDE HOSPITAL

and

THE OREGON NURSES ASSOCIATION

May 1, 2008 – April 30, 2011

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1 1.3 All of those rights of management specified above or usually and customarily vested in
2 management may not be ignored or impaired even if the parties agree to submit a dispute to arbitra-
3 tion as provided for in Article 15.

4
5 ARTICLE 2 - RECOGNITION AND MEMBERSHIP
6

7 2.1 The Hospital recognizes the Association as the collective bargaining representative with
8 respect to rates of pay, hours of pay, hours of work and other conditions of employment for a bar-
9 gaining unit composed of all registered professional nurses employed by the Hospital, excluding
10 Executive Director Patient Care Services, Director of Outpatient Services, House Supervisors,
11 Nurse Managers, Administrative Assistant, Clinical Instructor, Employee Health/Infection Control,
12 Information Systems Clinical Analyst, Discharge Planner, Director of Education, Community Case
13 Manager, Inpatient Case Manager or any other nurse who is a supervisor under the Act. Nothing in
14 this Agreement shall prevent a nurse employed by the Hospital from providing direct patient care.

15 The Hospital agrees not to raise or challenge the non-supervisory status of bargaining unit
16 nurses even though they may at times perform supervisory duties during the course of their
17 employment. The Hospital also agrees not to assign supervisory duties to bargaining unit
18 nurses on an ongoing basis. Such duties would include, but are not limited to, the ability to
19 hire, transfer, suspend, layoff, recall, promote, discharge, reward or discipline, adjust em-
20 ployment grievances, independently evaluate other employees or otherwise responsibly
21 direct other employees with respect to their employment with the Hospital. The parties do
22 not consider routine monitoring, clinical guidance, providing written and/or oral input for
23 evaluation of other employees' performance, and professional direction of employees to
24 whom bargaining unit nurses delegate nursing tasks, assigning professional responsibilities,
25 preparing unit draft schedules, or performing a unit's time and attendance functions to be
26 supervisory duties.

27
28 2.2 During new hire orientation, a representative of the Association will be provided up to one-
29 half hour to advise new hires on the existence of a collective bargaining agreement. The Hospital
30 shall not be obligated to remunerate the representative for any time spent in orientation.

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2.3 The Hospital will deduct Association membership dues, or fair share from the salary of each nurse who voluntarily agrees to such deductions and who submits an appropriately written authorization form to the Hospital setting forth standard amounts and times of deduction. Deductions shall be made monthly and remitted to the Association together with the names of those authorized deductions. The amount of dues to be deducted shall be certified to the Hospital by the Association.

2.4.1 All registered nurses eligible for the bargaining unit shall, as a condition of employment, within 31 days of employment or effective date of this Agreement, whichever is later, become members of the Association or pay through payroll deduction an amount certified by the Association per month as their "Fair Share" of the cost of contract negotiations and Administration.

2.4.2 In order to safeguard the rights of nonassociation of nurses based on bona fide religious tenants or teachings of a church or religious body of which a nurse is a member, that nurse may exercise a choice of joining the Association or paying an amount of money equivalent to regular Association dues to a nonreligious charity mutually agreed upon by the nurse and the Association.

2.4.3 Within 30 days after the execution date of this Agreement, and monthly thereafter, the Hospital shall provide the Association with a master list of all employed nurses who are subject to the provisions of this Agreement, giving the names, addresses, classification, date of birth, RN license numbers, and dates of employment. Each monthly list shall include the names of nurses who resigned, or who have been promoted out of the bargaining unit.

2.4.4 The Association shall indemnify and save the Hospital harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Hospital for the purpose of complying with the provisions of Section 4 of this Agreement in reliance upon any lists, notices or other assignment furnished to the Hospital by the Association under this Article.

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2.5 2.5.1 Only duly authorized representatives of the Association such as the local chairperson, nurse representatives and external labor relations representatives shall be granted access at all reasonable times to enter the Hospital when such visits are necessitated by matters concerning the administration of this Agreement, observing the conditions under which the bargaining unit employees are employed and assisting in processing of grievances. Association representatives, as specified above, shall, prior to or upon arrival in the Hospital, notify the Hospital Administrator, or his designee. There shall be no interference with the work of nurses or with the confidentiality and privacy of patient care as a result of such right of entry and such right shall be subject to the general Hospital rules applicable to nonemployees, except that access shall not be restricted to any particular time of day.

2.5.2 The Association shall keep the Hospital fully informed, in writing, of all local Association officers, nurse representatives, or other external representatives who may be designated by the Association with the responsibility of representing the members regarding the Administration of this Agreement. The Hospital, in turn, shall keep the Association fully informed of the identity of its supervisors. The Hospital recognizes the right of the Association to utilize representative members/ registered nurses of this Hospital to serve on a bargaining unit committee. Such committee shall comprise no less than three members nor no more than six members and their alternates. The Association shall furnish the Hospital with a certified listing of the names of these representatives. Such representatives may assist in contract negotiations and administration during the life of this Agreement without discrimination by the Hospital. To facilitate attendance by bargaining unit committee members at contract negotiating sessions without sacrificing regular days off, nurses on the committee will request time off in advance, and nurses will work with the hospital to arrange work assignments to accommodate bargaining sessions with staffing needs.

2.6 The Hospital agrees to permit the Association use of its conference room meeting facilities without charge, subject to the availability and advance scheduling for programs.

2.7 Designated spaces for the posting of matters pertaining to legitimate Association business

1 will be provided for on bulletin boards located in conspicuous places throughout the Hospital. The
2 only notices which may be posted at the nursing stations shall be those announcing a membership
3 meeting, its time and location. All posted material shall be dated and removed after being posted for
4 a reasonable period of time. Such notices shall be signed by an official of the Association, and a
5 copy shall be sent to the Hospital Administrator prior to posting.

6
7 2.8 Labor Management Committee. A Labor Management Committee may be formed at the
8 request of either party. The Committee shall be comprised of an equal number of bargaining unit
9 representatives and management representatives, not to exceed a total of six (up to three each).
10 The ONA Labor Relations Representative may be included as a bargaining unit representative.

11
12 The Committee shall meet as needed at the request of either party for the purposes of discussing
13 labor/management issues. The unit participants shall submit any items for the agenda of such
14 meetings at least three business days prior to the scheduled meeting. The Committee shall con-
15 sider matters of mutual concern which are not proper subjects for the grievance procedure or
16 collective bargaining between the parties.

17
18 Minutes of the meeting shall be prepared and approved by the Executive Director Patient Care
19 Services (or designee) and the unit leadership participating in the meeting. Each participating
20 Committee member shall be compensated at her appropriate straight-time rate of pay for the
21 purpose of attending these Committee meetings. The Committee shall act in an advisory capac-
22 ity only.

23 24 ARTICLE 3 - PROFESSIONAL NURSING CARE COMMITTEE

25
26 3.1 Recognition. A Professional Nursing Care Committee shall be established at the Hospital.

27
28 3.2 Responsibility. The Hospital recognizes the responsibility of the Nursing Care Committee
29 to recommend measures objectively and to improve patient care and will duly consider such
30 recommendations and will so advise the Committee of action taken in writing.

1 3.3 Objectives. The objectives of the Committee shall be limited to:

2
3 3.3.1 consider constructively the practice of nurses;

4
5 3.3.2 work constructively for the improvement of patient care and nursing
6 practice;

7
8 3.3.3 recommend to the Hospital ways and means to improve patient care;

9
10 3.3.4 provide services as described in Article 4, Sections 3 and 5 of this
11 Agreement.

12
13 3.3.5 review all forms of unsafe staffing documentation;

14
15 3.3.6 facilitate the dispersal of funds provided for in Article 4.3.7.
16

17 3.4 Composition. The Committee shall be composed of at least three registered nurses em-
18 ployed by the Hospital and covered by this Agreement (if possible, inclusive of all three shifts),
19 elected by the bargaining unit, the Administrator, or designee, and a representative of nursing ad-
20 ministration. In no event will the representative of the Administration be designated as Chairperson
21 of this Committee.
22

23 3.5 Frequency of Meetings. The Committee shall meet as needed. Each committee member
24 shall be entitled to their regular straight-time rate for the purpose of attending meetings. Such meet-
25 ings shall be scheduled so as not to conflict with the routine. The Committee shall prepare an
26 agenda and keep minutes of all meetings, copies of which shall be provided to the Executive Direc-
27 tor Patient Care Services, the Hospital Administrator and the Association.
28

29 3.6 Special Meetings. The Administration may request special meetings with the Committee,
30 but such meetings shall not take the place of regularly scheduled meetings of the Committee.
31

1 3.7 Staffing System. The Hospital and registered nurses will act in compliance with ORS
2 441.162 and OAR 333.510.0045 (8) through (11) in its entirety. The Hospital shall be responsi-
3 ble for the implementation of a written Hospital-wide staffing plan for nursing services. The
4 staffing plan shall be developed, monitored, evaluated and modified by the Staffing Committee.
5 The staffing plan shall:

6
7 3.7.1 Be based on an accurate description of individual and aggregate patient needs and
8 requirements for nursing care.

9
10 3.7.2 Be based on the specialized qualifications and competencies of the nursing staff.
11 The skill mix and competency of the staff shall ensure that the nursing care needs of the
12 patients are met and shall insure patient safety.

13
14 3.7.3 Be consistent with nationally recognized evidence-based standards and guidelines
15 established by professional nursing specialty organizations and recognize differences in
16 patient acuteness.

17
18 3.7.4 Establish minimum numbers of nursing staff including licensed practical nurses
19 and certified nursing assistants required on specified shifts. At least one registered nurse
20 and one other nursing staff member must be on duty in a unit when a patient is present
21 unless a waiver has been granted by the Oregon Health Division for a specific unit.

22
23 3.7.5 Include a formal process for evaluating and initiating limitations on admission or
24 diversion of patients to another acute care facility when, in the judgment of the direct care
25 registered nurse, there is an inability to meet patient care needs or a risk of harm to exist-
26 ing and new patients.

27 3.8 The Hospital shall evaluate and monitor the staffing plan for safe patient care and
28 revise the staffing plan as necessary as part of the Hospital's quality assurance process. The
29 Hospital shall maintain written documentation of these quality assurance activities.

30 3.9 The Hospital shall maintain and post a list of on-call nursing staff or staffing agencies to

1 provide replacement for nursing staff in the event of vacancies. The list of on-call nurses or agen-
2 cies must be sufficient to provide replacement staff.

3 3.10 In the event that the provisions of ORS 441.162 and OAR 333.510.0045 are changed the
4 provisions of this Article 3 will be deemed modified in accordance with such changes.

5 3.11 Staffing Committee. To the extent possible, the Staffing Committee shall, (1) include
6 equal numbers of Hospital nurse managers and direct care registered nurses, (2) include at least
7 one direct care registered nurse from each Hospital nurse specialty or unit as defined by the Hos-
8 pital, to be selected by direct care registered nurses from the particular specialty or unit, and (3)
9 have as its primary consideration the provision of safe patient care and an adequate nursing staff
10 pursuant to ORS 441.162 and OAR 333.510.0045.1 (a) (b) and (c). The committee currently
11 consists of nurse managers and direct care registered nurses from designated specialties or units.
12 If the Hospital wishes to change these arrangements, it shall first review the matter with the
13 Association and the committee.

14

15

ARTICLE 4 - PROFESSIONAL DEVELOPMENT

16

17 4.1 The Hospital shall provide counseling and evaluations of the professional performance of
18 each newly employed nurse covered by this Agreement at least once within the three months after
19 commencing employment and not less than once per year thereafter. Evaluations are to be made by
20 the Executive Director Patient Care Services (or designee) who shall consult two members of nurs-
21 ing personnel who have direct contact or knowledge of the employee's ability.

22

23 4.2 The Hospital agrees to maintain a continuing inservice education program for all nurses
24 covered by this Agreement. In the event a nurse is required by the Hospital to attend inservice edu-
25 cation functions outside her normal shift, she will be compensated for time spent at her established
26 straight-time hourly rate; the nurse will also receive any shift differential if the nurse was otherwise
27 scheduled to work a premium shift. As a condition of employment, all nurses covered by this
28 Agreement will be expected to participate in a minimum of 20 hours per year of inservice training
29 or other education that is approved by the Nursing Care Committee. Such training will be made
30 available to all shifts. When a casual nurse must attend outside workshops in order to complete the

1 20 hour per year requirement, the hospital shall pay the cost of any associated tuition to attend such
2 approved workshops, if the nurse has received advance approval to attend the workshop. Upon
3 return, the nurse may be requested to provide a summary of the workshop to other interested nurses.
4 Time spent in mandatory inservice training will count as hours worked for purposes of determining
5 whether the nurse will receive any overtime pay, depending upon whether the nurse is on an 8/80
6 schedule or a 40-hour workweek schedule. Such hours shall be calculated on a fiscal year basis with
7 proration of new hires.

8
9 4.3 4.3.1 After completion of one (1) calendar year of employment, a full time nurse shall
10 earn paid educational leave at the rate of 32 hours per year to a maximum accrual of 64
11 hours. Part time nurses shall earn prorated paid educational leave based on the nurse's FTE
12 allocation at the beginning of the fiscal year. The appropriate number of educational days
13 shall be deposited in each nurse's benefit account at the beginning of each fiscal year. Days
14 deposited in the account of a nurse prior to his/her first anniversary will be available for use
15 on the nurse's anniversary date. At the nurse's option, accrued but unused paid educational
16 leave may be used for work time lost and travel time associated with an approved educa-
17 tional event. Individual applications for use of the days shall be subject to the approval of
18 the Executive Director Patient Care Services and shall not be unreasonably denied. Applica-
19 tions submitted 30 days in advance of education day and approved will not be canceled. In
20 addition, nurses who are classified as casual shall not be eligible to participate in this pro-
21 gram unless otherwise directed to do so by the Hospital. In the event new skills require-
22 ments should be added to a position (i.e., ACLS, TNCC, NRP), the Hospital shall ensure
23 that training for the new equipment or new procedures is provided for employees in that po-
24 sition, and to compensate the employees for time spent and/or expenses incurred in such
25 newly required training. PNCC hours may be used by nurses who choose additionally to at-
26 tend non-required pre-certification classes. Should attendance be required at pre-
27 certification classes, the hospital shall also pay for time spent in such classes. Department-
28 required certifications will not be charged against the nurse's PNCC hours or educational
29 bank. Department-required educational activities are subject to management approval. In
30 any case, if a nurse loses any scheduled hours in order to complete education under this sec-
31 tion, the nurse shall be compensated for full scheduled hours missed, regardless of actual

1 course hours.

2
3 On February 1 of the odd years, before any unused paid educational leave hours in a nurse's
4 account are zeroed out, any unused hours that are not designated for use prior to May 1, will
5 revert into the pool of the nursing unit in which the nurse is assigned. Such hours may be
6 applied for by other nurses in that nursing unit for either reimbursement of previously un-
7 paid educational time already taken or for approved educational events in the remainder of
8 the fiscal year where the nurse has exhausted her own accrual. This "pooling" applies to un-
9 used educational hours only, and not to education expenses. The PNCC shall develop a pro-
10 cedure for implementing this provision.

11
12 4.3.2 The Hospital assumes no liability whatsoever for a nurse traveling to or from or
13 attending any non-Hospital related outside activity off the premises of the Hospital to the
14 extent allowable by law.

15
16 4.3.3 All nurses shall be prepared to make at least two oral presentations to the Hospital
17 staff regarding educational experience from paid education leave received.

18
19 4.3.4 A nurse may use educational days to attend programs, seminars or classes related
20 to the practice of nursing.

21
22 4.3.5 Nurses who feel that their applications have been unreasonably denied may appeal
23 the decision to the PNCC. Such appeal to be timely must be submitted to the PNCC within
24 ten (10) calendar days of the receipt of the denial. The PNCC shall review the appeal and
25 respond in writing to the nurse within ten (10) calendar days of the appeal. The decision of
26 the PNCC shall be final. The appeals process may be used in the same manner for denials of
27 tuition costs related to an approved educational event.

28
29 4.3.6 In addition to the accrual of paid educational leave, each full-time nurse shall be
30 eligible to use up to \$500 per fiscal year for travel and lodging expenses related to the costs
31 of an approved educational event regardless of whether the nurse uses accrued paid educa-

1 tional leave to attend. Each part-time nurse shall be eligible to use a pro-rated amount based
2 on the nurse's FTE allocation at the beginning of the fiscal year. Beginning on May 1, 2005,
3 a nurse's annual allocation may be carried forward from one year to the next, for a maxi-
4 mum of two years of accumulation (i.e., any unpaid education leave remaining as of April
5 30, 2006, will carry forward and be added to the nurse's May 1, 2006 accrual). Application
6 for such expense money shall be made at least thirty (30) days in advance to the Vice Presi-
7 dent of Patient Care and shall not be unreasonably denied. Nurses who believe that their ap-
8 plication has been unreasonably denied may also appeal the denial in the same manner de-
9 scribed in Section 4.3.5 above. Expenses related to mandatory inservice or training de-
10 scribed in Section 4.3.1 above shall not be deducted from a nurse's annual expense accrual.
11 At their option, nurses may receive expense monies (for airplane, travel, and/or lodging) in
12 advance of attending the event. In such cases, receipts must be submitted demonstrating ap-
13 propriate use of the expense advance.

14
15 4.3.7 Each May 1, the hospital shall set aside \$25,000 for the bargaining unit's use for
16 registration fees related to external educational programs. Unused funds will not carry over
17 from year to year. The PNCC shall be charged with the administration of the fund.

18
19 4.4 Unpaid educational leave may be granted on the recommendation of the Nursing Care
20 Committee for a period of up to two years for study toward a degree in accordance with Article 11,
21 Leaves of Absence. No reasonable requests will be denied.

22
23 4.5 4.5.1 The Hospital agrees to reimburse tuition costs for up to six quarter-hours, effective
24 May 1, 2008, per semester or quarter for BSN or work-related masters degree courses ap-
25 proved by the Professional Nursing Care Committee which are related to the professional
26 duties, but in no event shall the cost of additional education as approved by the PNCC for
27 nurses who avail themselves of this exceed \$10,000.00 in total based upon the Hospital's
28 fiscal year (i.e., May 1 to April 30 of each year). A nurse must have completed 12 calendar
29 months of employment before becoming eligible for tuition reimbursement under this
30 agreement. Nurses participating in this program will be expected to commit to employment
31 at the Hospital for at least two years following the last tuition reimbursement and to main-

1 tain the minimum employment requirements.

2
3 4.5.2 It is further recognized that to receive reimbursement under the provision, nurses
4 who participate must maintain at least a "B" average in classes in which they participate.
5 The \$5,000.00 maximum specified above shall be applicable to any one nurse but shall not
6 be applicable to all applications received by the Hospital during the fiscal year.

7
8 4.5.3 Inclusive under the tuition reimbursement program will be reimbursements for the
9 cost of correspondence work done through an accredited nursing institution with a degree
10 program, administration fees and the cost of any challenge program up to the six-credit-hour
11 dollar equivalent maximum specified above.

12
13 4.6 It is the intent of the Hospital to achieve the following standards and the Hospital will make
14 every reasonable effort to:

15
16 4.6.1 Assign so that a new employee without prior nursing experience will not be as-
17 signed to work Charge responsibility and will not be assigned to work alone during the
18 nurse's first three months of employment.

19
20 4.6.2 Provide a comprehensive two-week orientation to each newly employed RN prior
21 to assigning a normal patient load.

22
23 4.6.3 Assign an additional nurse to the OB unit when a patient is in labor or delivery.

24
25 4.6.4 Not assign a nurse to float to a unit which the nurse has neither experience nor
26 orientation, in a position other than as a "helping hands".

27
28 ARTICLE 5 - EQUALITY OF EMPLOYMENT OPPORTUNITY

29
30 The provisions of this Agreement shall be applied without regard to race, religion, color, age, gen-
31 der, national origin, sexual orientation, and/or physical disability which can be reasonably accom-

1 modated in all aspects of employment. It is further understood that the Association will cooperate
2 with the Hospital's policy of nondiscrimination in all aspects of employment. Where the pronoun
3 "she" appears, it shall be deemed to apply to persons of the male or female gender.

4
5 The Hospital and the Association agree that any form of harassment , including sexual harassment,
6 shall not be permitted. All nurses are to report any suspected discrimination, including any harass-
7 ment of a nurse in contravention of this Article, to Hospital management immediately. Retaliation
8 for reporting such conduct will not be tolerated.

9 10 ARTICLE 6 - EARNED LEAVE 11

12 6.1 Definition. The Hospital uses a system called "earned leave", which combines paid time off
13 for vacation, sickness, and holidays. Earned leave hours accrued are based on hours compensated
14 including regular hours, overtime hours, callback, earned leave, on-call hours (due to low census),
15 house convenience hours, education hours, during periods of jury duty and paid authorized leaves to
16 a maximum of 2080 hours in a fiscal year. Scheduled days off taken without pay (LWOP) must be
17 scheduled with supervisory approval prior to the schedule being posted. Scheduled days taken off
18 without pay (e.g., earned leave without pay) when the nurse must be replaced on the schedule, will
19 not count as days worked for the purposes of earned leave accrual. Nurses may not take more than
20 one day of earned leave without pay per month. Nurses may have the option to use an HC day on
21 scheduled work days when inclement weather prevents the nurse from reporting to work.
22 Earned leave may be used for authorized leave, holidays, vacations, sick days, and for illness of
23 family members. Earned leave will be paid at the nurse's regular rate of pay including applicable
24 shift differential.

25
26 6.2 Eligibility. All regular full-time and regular part-time employees who have completed their
27 introductory period of ninety (90) days shall accrue earned leave. Casual and temporary nurses do
28 not accrue earned leave. Employees with longer years of continuous employment accrue at a faster
29 rate as provided for under Section 6.6.

30
31 6.3 Limitations. The combined total of hours worked and earned leave cannot exceed the nor-

1 mal FTE working time in any given pay period, except for overtime hours. Earned leave may be
2 utilized, at the nurse's option, to supplement worktime lost due to low census cancellation.

3
4 6.4 The maximum number of earned leave hours a nurse may accumulate is 520 hours. Once
5 the maximum has been reached, no further hours will accrue until the employee has taken earned
6 leave time off.

7
8 6.5 No earned leave hours are earned, due, or credited for any purpose until an
9 employee has completed three (3) months of continuous employment. At the end of three (3)
10 months, earned leave will be credited back to first day of employment.

11
12 6.6 Accrual Rates. The following is the schedule used in computing earned leave.

13

Years of Service	Earned per Hour	Maximum Accrued Per Year	Maximum Banked Hours
Year 0-5	0.0962	200 hours (25 days)	520 hours
Year 6-10	0.1154	240 hours (30 days)	520 hours
Year 11 +	0.1346	280 hours (35 days)	520 hours

14
15 6.7 Use of Earned Leave for Vacation. A nurse shall be free to utilize her/his earned leave as it
16 best fits her/his own personal needs. Earned leave times of at least two consecutive weeks will be
17 established on a first-come-first-serve basis by date of application. In the event two or more nurses
18 request the same time and make a request on the same calendar date, the most senior nurse will be
19 granted the earned leave time requested. Requests for earned leave of at least two (2) consecutive
20 weeks should be submitted at least four (4) weeks prior to the schedule being posted. In those in-
21 stances where a nurse provides the Hospital with two or more months advance notice, the Hospital

1 will endeavor to grant the earned leave request. Requests for earned leave should not be made
2 more than six months in advance. If it is denied, it will be done so in writing within two weeks
3 after receipt of the request. The Hospital will endeavor to meet all such requests with the under-
4 standing that the Hospital reserves the right to determine how many nurses may take earned leave at
5 one time.

6
7 6.8 Use of Earned Leave for a Holiday. On recognized holidays, an employee may elect to
8 receive pay for up to one day of accrued earned leave. To receive earned leave pay for a holiday the
9 employee must submit an "Earned Leave Request" form. Should a nurse's department be closed
10 because of a holiday, the nurse shall have the choice of using an earned leave or claiming the
11 holiday as an HC day.

12
13 6.9 Use of Earned Leave for Illness. A nurse who becomes ill will use a day of earned leave
14 with eight hours pay at the regular rate of pay, as shown in Appendix A, for each day of absence
15 from work because of illness commencing with the first day of each illness through the third con-
16 secutive lost work day or 24 hours, whichever comes first; (for nurses working 12 hour shifts for
17 the first through the second consecutive lost day or 24 hours, whichever comes first.

18
19 6.10 Authorized Leaves. If the employee requests earned leave for any portion of an authorized
20 leave, he/she must submit an "Earned Leave Request" form to his/her immediate supervisor.

21
22 6.11 The Payroll/Personnel Office will maintain a record of earned leave accrued and used for
23 each nurse. In addition current accrued earned leave hours will be shown on a nurse's paycheck
24 stub.

25
26 6.12 All earned leave accrued but unused by a nurse at the time of termination will be converted
27 to cash at the rate of one hour paid for each hour earned, using the nurse's final rate of pay.

28 6.13 Nurses may transfer earned leave against future accruals, on an irrevocable basis, to an
29 eligible employee who has exhausted accumulated earned leave while recuperating or suffering
30 from an extended and continuing illness or injury. The Association shall be responsible for noti-

1 fying bargaining unit nurses of the request for such transfer. The Hospital shall be responsible for
2 effectuating the transfer between accounts. Any tax consequences shall be borne by the employee
3 receiving the earned leave at cash out. The donating nurse will not accrue earned leave after the
4 donation until the equivalent of the donated hours would have been accrued.

5 ARTICLE 7- EXTENDED ILLNESS HOURS

6 7.1 Subject to the eligibility requirements below, extended illness hours (EIH) shall be taken for
7 regularly scheduled shifts which are missed due to illness, bereavement leave or disability. EIH
8 shall be used only after a nurse has been ill or disabled for 3 consecutive days or 24 consecutive
9 work hours, whichever comes first; (for nurses working 12 hour shifts, after 2 consecutive work
10 days or 24 hours, whichever comes first). If a nurse is hospitalized, then these hours shall be used
11 starting with the first day of hospitalization which includes ambulatory surgical procedures in a
12 surgery center or for other verifiable medical dental surgical procedures necessitating time away
13 from work. EIH may be used on the first day of bereavement leave for a death in the immediate
14 family. The immediate family includes parents, current spouse, children, siblings, aunts, uncles,
15 nieces, nephews, grandparents, spousal equivalents or domestic partners, current in-laws, adopted
16 children and those under a legal guardianship. EIH may be used for bereavement for up to five (5)
17 workdays. An additional three (3) days of EIH may be used when travel of over 500 miles one way
18 is required. Additional EIH may also be used for such deaths when circumstances warrant. EIH may
19 be used in one (1) hour increments.

20
21 7.2 Nurses are expected to personally call their Nurse Manager on a daily basis during times of
22 illness or disability, unless the Nurse Manager makes arrangements for the nurse to call at less
23 frequent intervals due to the nature of the illness.

24
25 7.3 Eligibility. All regular full-time and regular part-time nurses shall accrue extended illness
26 hours who have completed their introductory period of ninety (90) days. At the end of the 90 day
27 introductory period, EIH will be credited back to the first day of employment. Casual and temporary
28 nurses do not accrue EIH.

29
30 7.4 Accrual. The following is the schedule used in computing EIH:

1

Years of Service	Earned Per Hour	Maximum Accrued Per Year	Maximum Hours Banked
All	0.0231	48 hours	520 hours

2

3 7.5 Casual nurses who have frozen banked EIH may use such hours if they return to a full-time
4 or part-time position.

5

6

ARTICLE 8 - HOURS OF WORK

7

8 8.1 The basic work period shall consist of either a 14-day calendar period, which represents 80
9 hours of work, or a seven-day calendar period, which represents 40 hours of work. A workday shall
10 be defined herein as a 24-hour period, commencing with the time the nurse first reports to work.
11 Nothing contained in this section or Article shall be construed as a guarantee of hours of work or
12 workweek.

13

14 8.2 8.2.1 Alternative work schedules may be scheduled by the Hospital after securing the
15 agreement of the Association and a majority of the affected nurses within a specified unit.

16

17 8.2.2 Those nurses presently assigned a regularly scheduled position on any given shift
18 may agree amongst themselves to share a seven-day position, i.e., 3/4, subject to the
19 approval of the nurse manager. In such cases, the agreed upon sharing arrangement will not
20 be posted for bid. Said arrangements shall be reduced to writing between the nurses in-
21 volved and the nurse manager. In the event one of the participants to the share position re-
22 signs employment or opts-out of the sharing arrangement by bid or by taking a leave of ab-
23 sence in excess of 60 calendar days, the available hours will be posted by bid. Upon such
24 action, the previously shared position shall immediately revert to a seven-day position (5:2)
25 until the terms of a new sharing arrangement are negotiated and approved. The remaining
26 RN from the share position will have priority to work the full-time (5:2) position until a
27 new sharing arrangement is approved. It is also understood that during a leave of absence of

1 up to 60 calendar days by a partner to a shared position, the shared position shall temporarily
2 revert to a seven-day (5:2) position.

3
4 8.3 8.3.1 For the purposes of computing overtime for those nurses working the 14-day
5 calendar period, all hours in excess of eight hours in any one day or in excess of 80 hours in
6 that period shall be remunerated at the rate of one and one-half times their straight-time
7 hourly rate. For those nurses working a seven calendar day period, overtime shall be remunerated
8 at the rate of one and one-half (1-1/2) times the nurse's straight-time hourly rate of
9 pay for all hours worked in excess of 40 hours or in excess of eight hours in any one day,
10 except those nurses assigned to work an alternative schedule. All hours worked in excess of
11 sixteen (16) hours per workday shall be paid at the rate of double (2) times the nurse's rate
12 of pay. For nurses who are on standby for a full weekend period, all hours actually worked
13 in excess of sixteen (16) hours in the weekend period shall be paid at the rate of double (2)
14 times the nurse's rate of pay. For purposes of this provision, the weekend period shall run
15 from the beginning of on-call on Friday to the end of on-call on Monday. It is understood
16 that any work hours that are pre-scheduled on the weekend and otherwise paid at straight
17 time will not count towards the sixteen hour minimum needed to increase the overtime pay
18 to double time.

19
20 8.3.2 When a nurse is working extended hours due to a combination of on-call, call-
21 back and regular hours and requests to be replaced during the next scheduled shift, rea-
22 sonable efforts will be made to accommodate such request.

23
24 8.4 After the schedule is posted, if additional hours become available, the hospital shall offer
25 the hours on a first-come, first-served basis. If additional hours are available, Department Managers
26 will post a needs list on their unit no later than the day the schedule is posted and nurses who meet
27 the above criteria may sign up for extra hours in their respective department. Available hours will
28 then be provided to nurses who have signed up and in accordance with the above criteria. There
29 will be no requirements to provide shifts to nurses when those shifts will result in overtime pay.

30
31 8.5 One 15-minute rest period shall be allowed for each four-hour period of employment. Rest

1 rooms and lockers shall be provided by the Hospital.

2
3 8.6 Work schedules shall be prepared and posted two weeks in advance of the work period.
4 Requests for days off must be submitted two weeks prior to the scheduled posting time and no such
5 reasonable request will be denied, if adequate staffing is available. Requests for additional shifts
6 must also be submitted two weeks prior to the scheduled posting time. Such requests will be ac-
7 cepted on a first-come, first-served basis. All requests must be renewed prior to each schedule's
8 posting. Once the schedule has been posted, schedule changes regarding hours or days shall not be
9 made unless by mutual consent of the Executive Director Patient Care Services, or designee, and
10 the nurse. Emergency requests may be submitted directly to the shift supervisor. Requests must be
11 on the request form, signed and dated. For those nurses holding a combination float/unit specified
12 position, the posted schedule shall reflect which days are unit specific and which are float days.

13
14 8.7 8.7.1 Nurses scheduled to report to work who report without having received at least
15 two hours' notice in advance of a scheduled shift that there is no work available in their
16 regular assignment, may be assigned work in other units for which they are qualified or to
17 orientation in a unit designated by the Hospital. In lieu of such assignments and pay, the
18 Hospital will consider a nurse's request for a day off without pay in these circumstances.

19
20 8.7.2 When the Hospital is unable to utilize such a nurse, the nurse shall be paid in an
21 amount equivalent to eight hours at her straight-time hourly rate, plus any applicable shift
22 differential. Provided, however, that a nurse who is scheduled to work less than eight hours
23 on such day shall be paid for her regularly scheduled hours of work. It shall be the
24 responsibility of the nurse to notify the Hospital of the nurse's current address and telephone
25 number or another telephone number or method to contact the nurse if two hours prior to
26 her shift the nurse, due to a predetermined schedule, will not be at her residence. Failure to
27 do so shall eliminate the Hospital from being obligated to pay the minimum guarantee
28 specified above and complying with the notification requirement.

29
30 8.7.3 The provisions of this Section shall not apply in the event of acts of God or other
31 natural disasters, or any other circumstances beyond the control of the Hospital which inter-

1 fere with the work being provided.

2
3 8.7.4 For the purposes of this provision, orientation shall be defined as being instructed
4 or acquainted with the physical layout, procedures and requirements of the unit. Such orien-
5 tation process may include providing patient care under the supervision of the nurse man-
6 ager or designee. The scope and phases of the orientation shall be determined by the nurse
7 manager.

8
9 8.8 There shall be no pyramiding of premium rates, such as working overtime on a holiday.

10
11 8.9 A nurse required to stay on the Hospital premises when her unit is closed shall receive their
12 regular rate of pay for the hours in question, it being understood such nurses may be required to
13 work in any open patient care unit and perform those basic nursing skills as directed by the nurse
14 manager or designee. In the event the nurse elects to stay in the assigned unit rather than float to
15 another unit when the assigned unit is closed, she shall be placed on-call and be paid only the on-
16 call differential for the hours in question. It being understood that if work is necessary in the closed
17 unit as described by the applicable nurse manager in the closed unit (i.e., restocking, etc.), then the
18 nurse shall be paid her regular rate of pay including any applicable shift differential.

19
20 8.10 If a nurse is scheduled on-call and works 75 percent or more of that on-call shift, for rota-
21 tion purposes, this shall not be an on-call day. If a nurse is called back to work from on-call status
22 for less than six (6) hours of the scheduled on-call shift, the nurse shall receive one and one-half
23 times (1-1/2) the applicable rate of pay for each hour worked, with a two hour minimum. If a nurse
24 is called in for six (6) or more hours of the scheduled on-call shift, the nurse shall receive eight (8)
25 hours of straight-time pay.

26
27 **ARTICLE 9 - HOLIDAYS**

28
29 9.1 All holidays will be observed during the 24-hour period commencing with the
30 beginning of the night shift immediately preceding the holiday. Employees beginning a shift during

1 this 24-hour period will be considered working the holiday. The following holidays are recognized
2 by the hospital:

4	Christmas Day	Christmas Eve Day
5	New Year's Day	Fourth of July
6	Memorial Day	Thanksgiving Day
7	Labor Day	Easter Sunday

8
9 9.2 Regular full-time and regular part-time nurses who work on a holiday will receive one and
10 one-half (1-1/2) times their regular rate of pay. Casual nurses who work on a holiday will receive
11 two and one-half (2-1/2) times their regular rate of pay. Effective May 1, 2009, any hours that
12 would otherwise be paid at one and a half time premium (call-back, overtime) shall be paid at
13 double time pay when worked on an holiday.

14
15 9.3 On recognized holidays, a nurse may elect to request one day of accrued earned leave. To
16 receive earned leave pay for a holiday, an employee must submit an "Earned Leave Request" form.

17
18 9.4 Rotation of Work. The Hospital shall attempt to rotate holiday work.

19
20 9.5 In the event one of the holidays enumerated in Section 9.1 above falls on a nurse's regular
21 workday, and she is not required to work, it shall be considered as a day worked for the purpose of
22 computing overtime.

23 24 25 ARTICLE 10 - EMPLOYMENT STATUS

26
27 10.1 Except as limited in this Agreement, the Hospital shall have the right to hire, promote and
28 transfer employees. No nurse shall be disciplined, discharged or suspended except for just cause.

29
30 It will be a condition of employment that nurses maintain telephone service to their primary resi-
31 dence. Nurses shall keep their current phone number on file in the Nursing Office.

1
2 10.2 Primary nurse positions will be filled by registered nurses. The job classifications under this
3 Agreement include:

4
5 10.2.1 Charge Nurse. Under direction of a Nurse Manager and/or Shift Supervisor is
6 responsible for coordination of unit staff for patient assignment. The selection of Charge
7 Nurse shall be at the sole discretion of the Nurse Manager with the understanding that any
8 identified relief Charge Nurse shall be entitled to applicable charge differential in the ab-
9 sence of the Nurse Manager and Charge Nurse.

10
11 10.2.2 Full-Time Nurse. Any nurse who is regularly scheduled to work at least 40 hours
12 a week or 80 hours in a 14-calendar day period.

13
14 10.2.3 Part-Time Nurse. Any nurse who is regularly scheduled for less than 40 hours per
15 week. Such nurses shall be eligible to receive earned leave and extended illness hours on a
16 pro rata basis.

17
18 10.2.4 Casual Nurse. Nurses working without a permanent assignment who are em-
19 ployed to work on an intermittent basis as needed. Such nurses shall not be eligible for ei-
20 ther purchased or accrued benefits. Full-time and part-time nurses may use casual nurses to
21 serve as their replacements when necessary with the approval of the Executive Director Pa-
22 tient Care Services or designee. Before the schedule is posted, each Nurse Manager will in-
23 dicate to the Casual Nurse which shifts are available in the following schedule. A Casual
24 Nurse must work at least six (6) days every three (3) months or twelve (12) days every six
25 (6) months to retain status as a Casual. Low census days and/or house-convenience days
26 shall count as days worked for purposes of this section. In periods of prolonged low census,
27 when the Hospital is unable to schedule a Casual Nurse in days he/she is available to work,
28 the six (6) day/three (3) month, or twelve (12) day/six (6) month, minimum may be waived
29 by the Hospital. For each anniversary year of service, a casual nurse shall accrue .333 years
30 of seniority.

1 10.2.5 Nurses who are downwardly classified involuntarily as a casual nurse shall not
2 lose earned leave or extended illness hours accrued while in a higher classification. Such
3 nurses may use accrued benefits until such benefits are depleted. Nurses who elect to be
4 downwardly classified as casual will receive a cash payment representing any accrued
5 earned leave over 100 hours (which is the maximum amount that can be retained by the
6 nurse after the conversion to casual status).

7
8 10.2.6 Reclassification of Casual and Part-Time Nurses. The Hospital shall
9 review the status of each part-time nurse or casual nurse each January and July 1 of each
10 year for the purpose of changing classification status. Any change in status shall be based
11 upon all compensated hours paid in the previous six (6) months and whether such hours are
12 expected to continue for that casual or part-time nurse. However, no reclassification shall
13 occur unless the interested nurse who wishes to be considered for a possible reclassification
14 submits written notification to the Payroll/Personnel Director. Additionally, any bargaining
15 unit nurse may petition for review of the appropriate status of a position in the same man-
16 ner.

17
18 In evaluating a change, the Hospital shall not schedule a nurse so as to prevent a change in
19 classification status. However, it is understood that at the time of reclassification, the nurse
20 shall prospectively become eligible for those benefits provided for this Agreement and not
21 retroactively. Upon the change, the Hospital will endeavor to schedule the affected nurse
22 thereafter, to the nearest number of full shifts or hours per pay period that the nurse either
23 was actually paid for or was scheduled in the preceding six-month period as specified
24 above.

25
26 Should a petition result in the creation of a new position, it shall be posted for bid per Arti-
27 cle 16.3.1.

28
29 10.2.7 Regularly Scheduled On-Call Nurses. Those nurses who stand call on a regularly
30 scheduled basis. Such nurses shall be eligible to accrue benefits on a pro rata basis. Further,
31 such nurses may be utilized to relieve part- or full-time nurses for vacations, leaves of ab-

1 sence, etc. with the approval of the Executive Director Patient Care Services or designee.

2
3 10.2.8 Continuous Employment. Shall be defined as all compensated hours inclusive of
4 earned leave and extended illness hours worked, on-call hours, paid educational days and
5 house convenience time.

6
7 10.2.9 Preceptor. Any nurse who is assigned to precept new graduate nurses, newly hired
8 nurses, or nurses transferring to a different nursing unit requiring orientation as described in
9 Article 8.7.4.

10
11 10.3 Seniority shall not accrue during a nurse's introductory period. Upon satisfactory completion
12 of her introductory period, the nurse shall be credited with the seniority date retroactive to her last
13 date of hire. A full-time nurse shall be on introductory status and shall not become a regular em-
14 ployee until after the first 90 calendar days of employment and may be terminated at the discretion
15 of Administration during that period. A part-time or casual nurse shall be on introductory status and
16 shall not become a regular employee until after the first 150 calendar days of employment or 520
17 hours of work, whichever comes first, and may be terminated at the discretion of Administration
18 during that period. It is understood that any time spent in a preceptorship program by a newly
19 graduated nurse will not count towards the introductory periods listed above. Newly hired intro-
20 ductory period nurses shall not have access to the grievance and/or arbitration provisions of this
21 Agreement, for the purposes of discipline or discharge.

22
23 10.4 All nurses shall give the Hospital not less than two weeks' prior written notice of resignation
24 as a condition of receiving pay for accrued but unused vacation. This notice requirement may be
25 waived upon receipt of a request from the nurse to the Executive Director Patient Care Services
26 explaining emergency conditions which prevented the timely notice.

27
28 10.5 Except where a nurse is discharged for a breach of nursing ethics, the Hospital shall give
29 regular nurses two weeks' notice of termination of their employment, or, if less notice is given, then
30 the difference between two weeks and the number of days advance notice shall be paid the nurse at
31 her regular rate of pay, eight hours per working day.

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10.6 A regular nurse who feels she has been suspended, disciplined, or discharged without proper cause may invoke her rights under Article 15, Grievance Procedure.

10.7 Upon submission of intended resignation, a nurse shall be offered two exit interviews; one with Human Resources for the purpose of coordination of benefits, and the second with Nursing Services. It is the nurse's responsibility to schedule these interviews.

10.8 Any nurse required to work more than every other weekend, shall receive premium pay, at the rate of one and one-half times the nurse's straight-time hourly rate of pay, plus any applicable differential for any shift so worked. A weekend shall be defined as follows; Saturday and Sunday for day and evening shifts; Friday and Saturday for night shifts; for nurses designated as "float" for computation purposes of this provision it shall be based upon the regularly assigned shift. This provision shall not be applicable to nurses classified as casual. A nurse who elects to work consecutive weekends will not be paid the premium described in this Section where the nurse's voluntary election is expressed in writing and signed, prior to the weekend in question.

10.9 Temporary Nurses.

10.9.1 The parties agree that full- and part-time registered nursing staff employed by the Hospital are most likely to provide the desirable level of nursing care, to provide care to patients at an economical cost and to provide the necessary balance in the assignment of shifts. It is understood that hospital employed "Float" and "Casual" nurses are also hospital nursing staff. The Hospital's basic policy shall be to use its registered nursing staff to the exclusion of temporary registered nurses from an outside agency except in unavoidable situations; however, the decision to hire temporary nursing staff shall remain solely with the Hospital administration.

10.9.2 Such temporary nurses shall be used only as a supplement to and not in lieu of Hospital registered nursing staff. Prior to utilizing a temporary nurse, the Hospital shall take all steps available to cover a shift or partial shift with its own nursing staff. Before making

1 any use of a temporary nurse, the Hospital shall offer each shift or partial shift to the mem-
2 bers of its own registered nursing staff who are qualified to perform the work. These offer-
3 ings shall be made as soon as any scheduled opening is discovered by the Hospital and shall
4 be immediately communicated to the qualified Hospital nursing staff by written notice
5 posted on the Nursing Services' central bulletin board. A temporary nurse shall be required
6 to have education, prior experience, state licensing and orientation necessary to function on
7 the station unit in the facility to which assigned.

8
9 10.9.3 The Hospital will attempt to avoid increased assignments of any of its nursing
10 staff to night, evening, holiday or weekend duty as a result of the use of temporary nurse
11 personnel.

12
13 10.9.4 The Hospital shall promptly take and maintain all necessary steps to reduce and
14 minimize reliance on temporary registered nurses from outside agencies.

15
16 10.9.5 The PNCC will review factual data and make recommendations for further reduc-
17 ing the utilization of nurses from temporary agencies.

18
19 10.10 Designated float nurses (Float 1) shall be paid an additional "float" differential of \$1.50
20 per hour for all hours so worked. Up to two nurses shall be eligible for such float differential per
21 shift. Any additional floats (Float 2) as designated by the Hospital after the two nurses shall receive
22 a differential of \$.50 per hour for each hour that they float outside their home department. The
23 Hospital reserves sole discretion to select which nurses, and how many nurses, will serve as
24 "floats." Only a Float 1 may bump regularly scheduled staff in any unit on designated float days
25 according to the bump rotation defined in Article 16.10. At no time shall a regularly scheduled
26 department nurse be placed on involuntary low census or HC, leaving the unit to be staffed solely
27 that shift by float nurses who are floating outside of their home department.

28
29 10.11 At any meeting, which is part of a disciplinary action or discharge of a nurse, the nurse shall
30 have the right to a nurse representative if she so desires. The Hospital shall forewarn any nurse of
31 possible disciplinary action in order that the nurse may request such representation. It being under-

1 stood that the Hospital shall assume no financial obligation to an off-duty nurse representative if the
2 affected nurse requests the presence of an off-duty nurse representative. Active personnel files, not
3 to exceed three calendar years of material, will be kept in personnel. Inactive files which contain all
4 materials more than three calendar years old, will be kept in storage under seal. The inactive files
5 are accessible to the Personnel Director, or designee, but are not accessible to other hospital em-
6 ployees including supervisors except by written permission of the affected nurse. Any nurse may,
7 upon request, inspect the contents of both her active and inactive personnel files. With written
8 permission of the nurse, the ONA representatives may also inspect the contents of both the active
9 and inactive files.

10
11 10.12 Should the Hospital desire to implement a new job classification, then the Hospital and
12 the Association will first meet to discuss wages, hours of work and working conditions associated
13 with same. If the Hospital and Association are unable to reach agreement, the Hospital shall set the
14 wage rate which will remain in effect until the expiration of the current agreement. Following expi-
15 ration of the agreement, the parties will meet again to discuss the appropriate wage rate.

16 17 ARTICLE 11 - LEAVES OF ABSENCE

18
19 11.1 General Conditions and Procedures. An eligible nurse may be granted an unpaid leave of
20 absence under the terms and procedures outlined in this Article. At least two weeks prior to the
21 intended effective date, where possible, the nurse shall submit a written request stating the purpose
22 and intended period of absence, including date of return. The Hospital shall respond in writing
23 within seven calendar days of receiving the written request. The Hospital's approval of such re-
24 quests will not be unreasonably denied and shall depend on the reason for the request, the staffing
25 needs of the Hospital, any previous leaves of absence (date, length and purpose), and the nurse's
26 commitment to return to work immediately following expiration of the leave. If the Hospital denies
27 a request for leave, the Hospital shall state in writing to the nurse the reasons for the denial.

28
29 A nurse on leave of absence shall not engage in other employment without prior written consent
30 from the Executive Director Patient Care Services.

1 It is the nurse's responsibility to initiate arrangements for a leave of absence (or extension of any
2 existing leave) and to provide any required medical proof or other documentation.

3
4 It is the responsibility of the affected nurse to confirm the date of return to the Hospital in writing at
5 least two weeks prior to the posting of the work schedule for the nurse's anticipated date of return.
6 The nurse shall be provided appropriate forms for confirming return to work upon commencement
7 of the leave. A nurse who fails to comply with the leave of absence procedures set forth in this
8 Article, or who fails to return to work on the next day following termination of a leave of absence,
9 is subject to termination of seniority and employment unless the nurse is prevented from returning
10 to work for reasons beyond the nurse's control.

11 11.2 Types of Leave.

12
13
14 11.2.1 Personal Leave. After completing one year of employment, a nurse may request
15 personal leave of up to 30 calendar days. A nurse who has completed probation but has
16 worked less than one year may request personal leave of up to two calendar weeks. Reasons
17 for requesting personal leave may include attendance at the annual ONA convention.

18
19 11.2.2 Education Leave. A nurse who has been employed at least two (2) years may
20 request educational leave for up to two years to pursue training directing related to profes-
21 sional nursing.

22
23 11.2.3 Medical Leave. All nurses are eligible for a disability leave of absence for up to
24 120 days for recovery from a physically disabling condition. Disability leaves may be ex-
25 tended in unusual emergency cases to a maximum of 180 days. Leaves of absences and re-
26 instatement to employment following on-the-job injuries will be handled in compliance
27 with applicable state and federal law. The request for a disability leave should normally in-
28 clude a statement from the treating physician explaining the basis for the request, estimating
29 the length of recovery time required, and describing the conditions that make it physically
30 unreasonable for the nurse to perform assigned duties. Disability leaves are conditioned
31 upon the nurse furnishing satisfactory medical proof of need upon request from the Hospi-

1 tal. A nurse on disability leave is expected to report the nurse's availability for work within
2 three calendar days of release for work by the nurse's physician.

3
4 11.2.4 Domestic Violence Victims' Leave. Nurses who are victims of domestic vio-
5 lence, sexual assault or stalking may be eligible to take an unpaid leave of absence from
6 work for a reasonable period of time, pursuant to Oregon state law. Eligible employees
7 must have worked an average of 25 or more hours per week for at least the 180 days im-
8 mediately prior to the leave. All requests for such leave will be handled in compliance
9 with Oregon state law.

10
11 11.2.5 Military Leave. Employees who are ordered to or volunteer for extended military
12 training or active duty in the Armed Services shall be granted a leave of absence for the
13 length of the service as required by applicable federal or state law. Military leaves for ex-
14 tended tours are without pay and no benefits shall accrue during the period of the leave ex-
15 cept as may be required by applicable federal or state law. Nurses who are ordered to annual
16 training may also take a leave of absence for such training. Nurses shall provide the Execu-
17 tive Director Patient Care Services a copy of orders for military training within five days af-
18 ter the orders are received by the nurse.

19
20 11.2.6 Family and Medical Leave Act of 1993. In all situations, including situations
21 described in the medical leave and parental leave sections of the contract, leaves of absence
22 covered by the Family and Medical Leave Act of 1993 and Oregon State family medical
23 leave laws will be handled in compliance with those legal requirements as set forth in appli-
24 cable state and federal laws. Eligibility for such leaves are defined in the Hospital's person-
25 nel policies. Leave time authorized by either the federal and/or the state law will run concur-
26 rently (as well as concurrently with any other leaves of absences described in this contract).
27 Generally, such family leave may be used for any of the following purposes:

- 28
29
- Serious health condition of the employee or of a family member;
 - An employee's disability due to pregnancy or prolonged absence for prenatal
30 care;
 - 31

- 1 • Birth, adoption, or foster placement of a child under 18; or
- 2 • Illness or injury of a child necessitating home care, other than a serious
- 3 health condition, for a minor child or an adult child substantially limited by a
- 4 physical or mental impairment.

5
6 Employees interested in taking a family leave of absence must complete the
7 request for family leave form and return it to personnel/payroll office at least thirty (30)
8 days prior to the anticipated beginning of the leave, if such advance notice is possible. For
9 leave for an employee's own serious health condition or that of a family member, the em-
10 ployee must provide a completed medical verification form to the personnel/payroll office
11 at the time the leave is requested where the employee gives at least thirty (30) days notice,
12 or if it is not possible to provide thirty (30) days' notice, no later than fifteen (15) days after
13 the employee knows of the need for the leave. A medical certificate of ability to return to
14 work may be required if the employee has been incapacitated during the leave.

15
16 Unless otherwise provided by law, the maximum duration of time for a family medical
17 leave is twelve (12) weeks in any 12-month period. This is a "rolling" 12-month period. A
18 family medical leave of absence is unpaid except that employees may use any accrued
19 earned leave or extended illness hours (if otherwise applicable) to receive pay for all or a
20 portion of the leave.

21
22 Employees taking a family medical leave shall continue to receive health insurance benefits
23 as set forth in Article 13 for up to the twelve (12) weeks of family medical leave. During
24 such leave of absence the nurse must continue to pay the employee portion of the health in-
25 surance premiums as were paid prior to the leave of absence. (If the nurse does not return to
26 work following the leave of absence for reasons other than the serious health condition of a
27 family member or the employee, or some other reason beyond the employee's control, the
28 nurse may be liable for the hospital portion of the health insurance premiums during the
29 leave). Unless otherwise required by law, no vacation or sick time will accrue during the
30 otherwise unpaid portion of the family medical leave.

1 A nurse returning from a family medical leave will be reinstated to the same or equivalent
2 position with equivalent pay, benefits and other employment terms as provided for in Arti-
3 cle 11.3. A nurse's right to return to work may also be affected by any transfer, layoff or
4 termination action which would have occurred for business reasons unrelated to the family
5 medical leave of absence.

6
7 Additional information concerning family medical leaves of absence are contained in the
8 Hospital's personnel policies.

9
10 11.3 Return Rights.

11
12 11.3.1 Leave for up to 60 days: Same position. A nurse on approved leave who returns
13 within 60 calendar days under the terms of this Article shall be entitled to resume the nurse's
14 former position, hours and shift upon supplying the Hospital confirmation of the nurse's re-
15 turn to work, so long as the position exists. A nurse who requests return to a different posi-
16 tion, shift or hours or whose position no longer exists, will have the return rights described
17 in subparagraph 11.3.3 in this section.

18
19 11.3.2 Leave for 60 to 180 days: Same shift and hours per pay period. A nurse on ap-
20 proved leave who returns within more than 60 calendar days but less than 180 calendar days
21 under the terms of this Article shall be returned to the nurse's previous position if that posi-
22 tion continues to exist and was filled temporarily. If the nurse's former position is not im-
23 mediately available, the nurse will be offered a position for which the nurse is qualified on
24 the shift with the regular hours (5:2) formerly held. A nurse who returns to a different posi-
25 tion than the nurse left will have the option to fill the first opening that occurs in the posi-
26 tion the nurse left without regard to the seniority of other nurses desiring the opening. Pa-
27 rental leaves of between 60 days and twelve (12) weeks shall be treated as in 11.3.1 above.
28 Nurses taking parental leaves exceeding twelve (12) weeks but less than 180 days shall be
29 returned to same shift and hours per pay period. In any situation when a nurse is provided
30 with specific reinstatement rights by applicable federal or state law, the nurse's reinstate-
31 ment will be handled in compliance with those applicable laws, except in situations where

1 the contract provides greater rights for the nurse (and in those situations, the contract will be
2 followed).

3
4 11.3.3 Leave for more than 180 days: First opening plus option. A nurse on leave for
5 more than 180 days who requests a return to work under the terms of this Article shall be re-
6 turned to the nurse's previous position if that position continues to exist and was filled tem-
7 porarily. If the nurse's former position is not immediately available, the nurse will be offered
8 the first comparable available vacancy for which the nurse is qualified which occurs after
9 the hospital has been advised of the nurse's desire to return to work. A nurse who returns to
10 a different position than the nurse left will have the option to fill the first opening that oc-
11 curs in the position the nurse left without regard to the seniority of other nurses desiring the
12 opening. In any situation when a nurse is provided with specific reinstatement rights by ap-
13 plicable federal or state law, the nurse's reinstatement will be handled in compliance with
14 those applicable laws, except in situations where the contract provides greater rights for the
15 nurse (and in those situations, the contract will be followed).

16 11.3.4 Light Duty. The Hospital shall make every reasonable effort possible to return
17 an injured nurse to work on light duty, if such work is available.

18
19 11.4 Accrual. Seniority shall accrue during approved leaves. Pay or other fringe benefits will not
20 accrue during a leave of absence, although a nurse will not forfeit previously accrued benefits dur-
21 ing an approved leave. Nurses on unpaid leave of absence may self-pay for insurance benefits to the
22 extent permitted under the terms and conditions of the Hospital's insurance policy.

23
24 **ARTICLE 12 - NO STRIKE; NO LOCKOUT**

25
26 There shall be no strikes, informational picketing, sympathy strikes, slowdowns or lockouts during
27 the term of this Agreement.

ARTICLE 13 - HEALTH AND WELFARE

13.1 At the beginning of employment and annually thereafter, the Hospital shall arrange to provide testing per infection control guidelines at no cost to the nurse. This testing shall include a chest x-ray examination should any result show a positive reading.

13.2 Laboratory examinations, when indicated because of exposure to communicable diseases, shall be provided by the Hospital, at no cost to the nurse. Hepatitis B vaccine and follow-up titers as indicated shall be provided to nurses at no cost to the nurse.

13.3.1 Health and Dental Programs. The Hospital will contribute 100 percent of the contribution for single coverage towards the cost of a Health Welfare Program, vision program, and the cost of the Dental Program including orthodontia for each regular full-time and eligible part-time nurse and the percentage paid as of implementation of this agreement per month towards the cost of dependent coverage of said program.

13.3.2 The Hospital, for the term of this Agreement, shall guarantee the present benefit levels for the health and dental insurance described in the Summary Plan Descriptions furnished to the Association. The association recognizes that it shall be the Hospital's right to change carriers, provided that the benefit levels and conditions for qualifications are comparable and do not substantially change.

13.3.3 The Hospital and the Association recognize that during the term of this Agreement, the parties may negotiate toward a transition to managed health care. The parties agree that during the term of this Agreement, upon request of either party, they shall meet for the purposes of negotiating concerning that transition, including the cost structure and benefits. In the event the parties bargain to impasse without reaching agreement on this subject, and the Hospital notifies the Association that it intends to implement its last and final offer following the bargaining impasse, the no-strike provision of Article 12 shall be invalid, and upon proper notice required pursuant to the National Labor Relations Act, the Association may strike or take other economic action in opposition to the Hospital's implemen-

1 tation of any transition to managed health care. In the event of such strike, the Hospital re-
2 tains all rights concerning replacement employees provided by the National Labor Relations
3 Act.

4
5 13.4 The Hospital will pay the premium for long-term disability coverage for each RN who
6 works 20 hours per week.

7
8 The Hospital will pay the premium for the \$20,000.00 life insurance for eligible RNs
9 employed at the Grande Ronde Hospital.

10
11 13.5 Safety Committee. The Employee Safety Subcommittee shall have as members at least
12 one nurse selected by the Association.

13
14 13.6 Joint Committee on Insurance. At least three (3) ONA-selected nurses and the ONA
15 Labor Relations Representative shall serve on a Joint Committee for the purposes of monitoring
16 and making recommendations concerning benefit levels and costs of the health, dental, vision,
17 and orthodontia insurance plans made available to hospital employees. The parties may consider
18 other types of insurance plans than those listed in this section if mutually agreed to by the com-
19 mittee members. Nurses shall be compensated at their straight-time rate of pay for time spent in
20 official Committee meetings and activities.

21 13.7 The minimum lift requirement for all nurses shall not exceed 50 pounds. Except in cir-
22 cumstances requiring immediate action, nurses are required to use lifting assistance equipment
23 provided by the Hospital when performing such duties.

24
25 **ARTICLE 14 - PENSIONS**

26
27 The Hospital shall continue the current 401K pension plan for each eligible nurse during the term of
28 this contract. The plan shall not be modified except as necessary to comply with federal statutes.

29
30 The minimum Hospital contribution on behalf of nurses shall be two percent. In addition, the Hos-

1 pital will "match" the nurse's contribution up to a total of three percent (allowing a maximum con-
2 tribution of five percent under this provision, assuming the nurse contributes three percent). For
3 nurses employed 10 to 20 years at GRH, the Hospital shall make a minimum contribution of three
4 percent and the Hospital will "match" the nurse's contribution up to a total of four percent (allowing
5 a maximum contribution of seven percent under this provision assuming the nurse with 10 to 20
6 years of employment at GRH contributes four percent). For nurses employed 21 or more years at
7 GRH, the Hospital shall make a minimum contribution of three percent and the Hospital will
8 "match" the nurse's contribution up to a total of five percent (allowing a maximum contribution of
9 eight percent under this provision assuming the nurse with 21 or more years of employment at GRH
10 contributes five percent).

11 12 ARTICLE 15 - GRIEVANCE PROCEDURE 13

14 15.1 The purpose of this Article is to provide a method for settlement of complaints or problems
15 raised by a nurse alleging that a provision of this Agreement has been violated. It must be presented
16 and processed in accordance with the following steps, time limits and conditions as herein set forth.
17

18 Step 1. Nurse and Immediate Supervisor. The grievant shall first attempt to resolve the
19 alleged violation with the nurse's immediate supervisor no later than within 10 calendar days of the
20 nurse's knowledge that the grievance exists. The grievance shall describe the conduct which alleg-
21 edly violated the agreement, and state the section of the agreement allegedly violated, in writing, to
22 the nurse's immediate supervisor. The immediate supervisor shall have seven calendar days to
23 resolve the problem and shall respond in writing to the nurse.
24

25 Step 2. Nurse, Association Representative and Executive Director Patient Care Services. If
26 the matter is not resolved to the satisfaction of the nurse in Step 1 above, she may thereafter present
27 the matter in writing to the Executive Director Patient Care Services within 10 calendar days of the
28 immediate supervisor's decision. The Executive Director Patient Care Services shall then meet
29 within 10 calendar days with the nurse and a representative of the Association to resolve the matter
30 and shall reply in writing within seven calendar days after said meeting. An Association grievance
31 may be initiated at this step.

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Step 3. Nurse, Association and Administrator. If not resolved at Step 2 above, to the grievant's satisfaction, the grievance may thereafter be presented to the Administrator, or his designee, for consideration and determination within 14 calendar days of receipt of the Executive Director Patient Care Services' response, or in the event of no response, within 10 calendar days after expiration of the time allotted in Step 2. The Administrator, or designee, shall then meet with the Association within 10 calendar days with a nurse and a representative of the Association to resolve the matter and shall reply in writing within seven calendar days after that meeting.

15.2 The parties agree that they will follow the foregoing grievance procedure in accordance with the respective steps, time limits and conditions contained therein, except that such time limits may be extended by mutual agreement. If, in any step, the Hospital's representative fails to give a written answer within the time limit as set forth, the grievance may be appealed to the next step at the expiration of such time limit. If the nurse or the Association fails to follow the foregoing grievance procedure in accordance with the steps, time limits and conditions contained therein, the grievance shall be deemed settled on the basis of the Hospital's last answer.

15.3 A grievance involving a discharge shall be initiated in Step 2 of the grievance procedure. A grievance challenging such discharge must be presented to the Hospital within 10 calendar days after the disciplinary action has been initiated. The Association will receive a copy of any letter informing an employee of their discharge provided the nurse has completed her probationary period.

15.4 Only the Association may require arbitration of the Hospital.

15.5 The settlement of a grievance, in any case, shall not be made retroactive for a period exceeding 30 working days prior to the date the grievance was first presented in writing.

15.6 No nurse shall be paid by the Hospital for time spent in arbitration hearings unless requested to appear on the Hospital's behalf. No nurse in the bargaining unit shall engage in Association activities on Hospital time except as specifically provided for in the provisions of this Agreement.

1 Investigation of grievances or the representation of nurses during disciplinary proceedings shall not
2 be considered a violation of this Section. The parties agree that pending the raising, process and
3 settlement of a grievance during the term of this Agreement, they shall abide by all provisions of
4 Article 12. Nothing contained in this provision shall prohibit the Association from raising and
5 processing grievances of alleged violations of this Agreement. Association grievances shall be
6 initiated at Step 2 of this procedure.

7
8 15.7 A grievance may be submitted for arbitration within 10 calendar days after receipt of the
9 Hospital's last answer in Step 3 of the grievance procedure or the date on which such answer would
10 otherwise be due. In the event the Association desires to submit the dispute to arbitration, it shall
11 then attempt to select with the Administrator, or designee, an impartial arbitrator. After a timely
12 request for arbitration and a telephone conference, the parties shall have five days to mutually agree
13 upon the selection of an arbitrator. If the parties are unable to agree, the Association may request a
14 panel of seven arbitrators be provided from the Federal Mediation and Conciliation Service. There-
15 after, the parties, "by flip of the coin," shall determine who will strike the first name. The sole name
16 remaining will be appointed the arbitrator. The arbitration proceedings will be conducted under the
17 voluntary rules of the American Arbitration Association.

18
19 15.8 Each party will bear the expense of its representatives, participants and witnesses for the
20 preparation of presentation of its own case. The fees and expenses of the arbitrator, the hearing
21 room and any other expenses incidental to the arbitration shall be born equally by the parties.

22
23 15.9 The arbitrator shall have no authority to add to, subtract from, modify or change, alter or
24 ignore in any way, the provisions of this Agreement or any expressly written amendments or sup-
25 plements thereto, to extend its duration unless the parties expressly agree, in writing, to give him
26 specific authority to do so, or to make any award which has this effect, with sole exception to Arti-
27 cle 10, Section 12. The award of the arbitrator so made shall be final and binding on the parties.
28 The arbitrator shall arrive at his decision solely upon the facts and contentions presented by the
29 parties during the arbitration proceedings. The arbitrator shall not consider any facts or contentions
30 which were not introduced by the Association/Hospital in the steps of the grievance procedure or
31 prior to the hearing. Should the Association become aware of new facts or contentions prior to the

1 arbitration hearing, the Association shall request the reopening of the grievance procedure at the last
2 step, and the parties shall meet to discuss any new facts/contentions. An arbitrator shall not review
3 more than one grievance on the same hearing date or series of hearing dates except by agreement of
4 the parties.

5
6 15.10 The grievance and/or arbitration provisions of this Agreement shall not be available in
7 cases involving the interpretation, application or violation of Article 12 of this Agreement, with the
8 sole exception of whether or not a nurse either participated or engaged in any of the activities pre-
9 scribed therein.

10
11 15.11 The award of the arbitrator shall be made no later than 30 calendar days from the date of
12 the close of the hearing or receipt of the transcript and any post-hearing briefs by the arbitrator
13 unless otherwise agreed upon by the parties.

14
15 15.12 The grievance committee shall be composed of three registered nurses selected by mem-
16 bers of the Association's bargaining unit, shall act as Association representatives and shall be
17 known as the grievance committee. The names of such committee persons shall be certified in
18 writing to the Hospital by the Association. The grievance committee members may investigate and
19 process grievances outside of the investigator's working hours.

20
21 15.13 Except for a grievance concerning a discharge or discipline, the arbitration procedure
22 stated in Section 7 of this Article shall not apply to grievances in process beyond the expiration date
23 of this Agreement if the grievance was filed less than 90 days before the expiration date.

24 25 ARTICLE 16 - SENIORITY

26
27 16.1 Seniority shall be defined as continuous employment from the nurse's last date of hire
28 within the bargaining unit.

29
30 16.1.1 All approved leaves of absence (i.e., sick leave, jury duty and bereavement or
31 parental, adoptive leave or industrial accident), shall not be considered breaks in continuous

1 service.

2

3 16.1.2 A nurse who terminates and is rehired within six months of her termination shall
4 be returned to her prior wage step but will be considered a new hire for all other benefits
5 and seniority purposes.

6

7 16.1.3 For purposes of posting and filling positions covered by this Agreement, seniority
8 shall not be lost when a nurse is promoted to a supervisory or management position or trans-
9 ferred to any Hospital-owned clinic. However, he/she shall not continue to earn seniority af-
10 ter being promoted or transferred to such a position. For purposes of implementation, this
11 provision shall apply to a nurse so promoted or transferred out of the bargaining unit after
12 the effective date of this Agreement.

13

14 16.2 A nurse's seniority shall be broken and her employment terminated if any of the following
15 occur:

16

17 16.2.1 Discharge for just cause.

18

19 16.2.2 Voluntarily resigns or retirement.

20

21 16.2.3 Accepts other employment at another acute care hospital while on leave of ab-
22 sence, without written authorization from the Executive Director Patient Care Services or
23 designee.

24

25 16.2.4 If a nurse is laid off and not recalled to work within twelve months, or the nurse's
26 length of employment, whichever is less.

27

28 16.2.5 If the nurse is laid off and fails to inform the hospital of her intent to return to
29 work within five working days of receipt of a registered letter, return receipt requested, at
30 the nurse's last known address.

31

1 16.2.6 A nurse who has accepted employment elsewhere will be permitted to give up to
2 two weeks' notice to a current employer before returning to the hospital.

3
4 16.3 16.3.1 Notice of all vacancies or newly created positions for which a professional nurse is
5 eligible shall be posted for a period of seven consecutive days prior to the filling of the posi-
6 tion. Qualifications to perform the duties of the position shall be the primary concern. In
7 cases of job bidding, providing that the bargaining unit nurses are equally qualified to per-
8 form the work required, the principal of seniority shall govern.

9
10 In cases where bargaining unit seniority is equal between otherwise qualified applicants,
11 seniority by date in the patient care unit in which the vacancy occurs will be the tie-breaker.
12 If a further tie-breaker is needed, a flip of a coin shall break the tie.

13
14 Unsuccessful applicants shall be notified in writing as to the reason(s) for their lack of
15 success.

16
17 16.3.2 Lack of orientation as defined in Article 8, Section 8.4, shall not be the determin-
18 ing factor in denying a nurse a position bid for.

19
20 16.3.3 In order to facilitate this procedure, a nurse who desires to change shifts or move
21 to another nursing service department within the hospital, is encouraged to make this desire
22 known in writing to the individual designated by the Executive Director Patient Care Ser-
23 vices, who shall retain such requests for a period of three months and notify said nurse when
24 an opening occurs.

25
26 16.4 16.4.1 Bargaining unit nurses requesting a transfer in accordance with the provisions of
27 this Article shall be given preferential consideration over outside applicants or employees
28 not in the bargaining unit, provided they possess the necessary experience and qualifications
29 for the available job. If no nurse applies for a posted position within the specified time pe-
30 riod or if no nurse who does apply for a posted position within the specified time period has
31 sufficient qualifications to perform the duties of the position, the Hospital may fill the posi-

1 tion with a non-Hospital employee. If further education is necessary to fulfill the require-
2 ments of the position, presently employed nurses will be given a preference in order of sen-
3 iority as described in Section 3-1 for such education.

4
5 16.4.2 Employees requesting and receiving a transfer shall be placed on a 30-day trial
6 service period which shall serve as a time for the hospital to evaluate the nurse's perform-
7 ance on the job, as well as for the nurse to evaluate the new position. The trial service shall
8 not affect seniority. Should the nurse, for any reasons, be removed from the new position
9 within 30 days, she shall be placed in the previous position prior to the transfer.

10
11 16.4.3 Should the hospital be unable to fill a position, it may be necessary to temporarily
12 transfer employees into the position until such time as it is filled. These transfers will be
13 made for no more than 14 working days and shall be rotated in the following order: volun-
14 teers, casual and then beginning with the least senior nurse in the unit. If a nurse is trans-
15 ferred at the request of the Hospital to either the night or evening shift upon the third con-
16 secutive shift, she shall be compensated an additional \$1.00 per hour plus any applicable
17 shift differential.

18
19 16.4.4 A nurse may apply to fill a temporary vacancy before a casual, temporary or out-
20 side applicant is placed in the temporary opening. Once the original position has been filled,
21 the resulting temporary vacancy can also be filled according to the above procedure. Fur-
22 ther temporary positions will be filled without any restrictions. Following closure of the
23 temporary openings, the nurses will be returned to her original positions.

24
25 16.5 For purposes of this Article, the following patient care units shall be applicable:

26
27 16.5.1 Medical/Surgical units.

28
29 16.5.2 Family Birthing Center.

30
31 16.5.3 ICU/CCU unit.

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16.5.4 Surgical Services.

16.5.5 ER unit.

16.5.6 Home Health

If the ambulance or oncology care units are reestablished, they will be covered by this Agreement.

A nurse's primary patient care unit shall be defined as that unit listed above in which the nurse is predominantly scheduled to work.

For purposes of job bidding and layoffs, the OR/Recovery Room unit and the Surgi Center shall be considered separate departments. Nurses hired prior to May 1, 1995 shall remain hired in the department for which they were originally hired.

16.6 In the event of a layoff, the Hospital will endeavor to give advance notice to the nurses so involved of at least two weeks, unless prevented from doing so due to circumstances beyond its control, i.e., lack of admissions, etc. In any event, a minimum of one week's notice will be given. Further, the Hospital will post prior to the effective date of a layoff, a current seniority list specifying length of service, current unit and time status.

16.7 In the event of layoff, the nurse with the least bargaining unit seniority on the shift in the patient care unit shall be laid off in the following order:

16.7.1 Volunteers within the affected patient care area.

16.7.2 Temporary nurses within the affected patient care area.

16.7.3 Part- and full-time nurses within the affected patient care area.

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After the decision is made on which positions will be reduced, the nurses filling those targeted positions will have four options: applying for open positions, bumping less senior nurses, reducing to casual status, or layoff. Subsequently displaced nurses will follow the same procedure.

16.8 16.8.1 In the event of layoff nurses must exhaust all seniority options in their patient care unit before being permitted to bump to another. Nurses may be retained out of the sequence of seniority if nurses with greater length of employment are not qualified to perform within one week of orientation in their own patient care unit. If there is not a less senior nurse holding the same FTE equal to the laid off nurse, a nurse may elect to bump for up to a like number of FTE hours the nurse held at the time of layoff. In the event the nurse elects to bump a less senior nurse for a portion of the less senior nurse's FTE, that less senior nurse may exercise any available bumping rights for hours to supplement her remaining hours.

16.8.2 In the event a nurse bumps from one patient care unit to another, she will only be permitted to do so once. A nurse will have 72 hours to decide if she wishes to exercise this option after being notified of layoff. Such option must be exercised in writing. If the displaced nurse does not exercise the right to bump, she will only be entitled to recall in her patient care unit. If there is not a less senior nurse holding the same FTE equal to the laid off nurse, a nurse may elect to bump for up to a like number of FTE hours as described in Section 16.8.1 above in another patient care unit. Any less senior nurse affected in this situation may also have bumping rights under this section.

16.8.3 The establishment of criteria to permit bumping between patient care units shall be vested with management. Management shall be the sole judge of a nurse's qualifications to bump. However, management shall not exercise this prerogative in an arbitrary and capricious manner. Nurses affected by a layoff who exercise bumping rights will receive no less orientation for another position than orientation normally offered to a new hire to that position.

1 16.8.4 Nurses who are laid off will be given 14 calendar days notice of layoff or, will
2 receive pay in lieu of notice for all scheduled days in that 14 day period.

3
4 16.8.5 Nursing administration shall have up to 30 calendar days to evaluate the work
5 performance of a nurse who bumped into a new unit. If the nurse's work performance is un-
6 satisfactory, the nurse may be laid off and the displaced nurse recalled.

7
8 16.8.6 Nurses who are laid off shall be on a recall list for 12 months from the date of
9 layoff.

10
11 16.8.7 Recall from layoff will be made in the reverse order of the reduction. If a nurse's
12 original position is reinstated, the displaced nurse has first preference in reclaiming the posi-
13 tion.

14
15 16.8.8 Outside applicants or contracted nurses shall not be employed for a posted perma-
16 nent or temporary vacancy in a nursing department if there is a nurse on the recall list to fill
17 the vacancy after the usual orientation period.

18
19 16.8.9 If a laid off nurse is passed over in recall because of position disqualification, the
20 nurse retains recall rights for future positions.

21
22 16.8.10 The Hospital will pay its share of the insurance premiums for a laid off nurse for
23 the remainder of the calendar month in which the layoff occurred. Laid off nurses may con-
24 tinue the Hospital's insurance under applicable COBRA regulations while on layoff.

25
26 16.8.11 The remaining balance in the nurse's EIH bank will be reinstated upon recall if
27 within 12 months.

28
29 16.8.12 Nurses taking an open position not covered by this agreement will have seniority
30 frozen. Seniority does not continue to accrue while in such a position.

1 16.9 If in the event a group of nurses believes that a prolonged period of low census or reduced
2 hours no longer can be effectively managed by the HC rotation system or other utilized means, such
3 nurses may request an opportunity to meet with Nursing Administration and ONA Representatives
4 to discuss possible options for addressing their concerns. Such discussions may include alternative
5 staffing patterns or a permanent reduction in hours or positions. In the event management deter-
6 mines that the most appropriate option available is a permanent reduction in hours, then the senior-
7 ity provision outlined in the layoff provision (section 16.8) will apply in meeting the needed reduc-
8 tion.

9
10 16.10 House conveniencing and on-call refers to a period of low census when employees are
11 directed not to work a scheduled shift. House-convenience and on-call time is assigned as follows:

12
13 16.10.1 Overtime Shifts (when the resultant staff meets appropriate acuity and skill mix
14 needs)

15
16 16.10.2 Volunteers on a given shift.

17
18 16.10.3 Casuals on a given shift.

19
20 16.10.4 Regularly scheduled on-call nurses.

21
22 16.10.5 Part-time or full-time nurses working an extra shift above their assigned FTE.

23
24 16.10.6 House convenience and on-call in a rotation determined by tracking each nurse's lost
25 scheduled hours by assigned FTE due to previous house convenience and on-call. If more
26 than two nurses on a nursing unit are reduced due to low census, all nurses beyond the first
27 two will have the option of being on HC or on-call. After nine consecutive weeks, the ac-
28 cumulated HC and on-call hours shall be erased and tracking shall begin anew. The new
29 tracking shall begin with the least senior nurse in the affected units. The rotation shall be
30 kept up-to-date by management and be posted for nurses to review. Daily Staffing Sheets
31 shall be posted on the nursing units at least thirty (30) minutes before the applicable shift.

1 Nurses are responsible for reviewing this rotation and bringing any errors immediately to
2 the attention of management for any necessary corrections. Any nurse coming off of orien-
3 tation mid-nine-week rotation will be given a number equal to the average of all nurses
4 with the same FTE for the remainder of that rotation. Nurses shall be made whole for
5 work lost when placed on HC or low census out of order only if a nurse has brought the
6 potential error to the attention of his or her manager or house supervisor prior to the lost
7 work shift.

8
9 16.10.7 Nurses may work up to two (2) extra shift per pay period without those hours
10 counting towards the nurse's rotation for house conveniencing or on-call status.

11
12 16.10.8 This system of house convenience and on-call rotation will be reviewed at six
13 month intervals by the PNCC.

14
15 16.10.9 A separate rotation list shall be kept for casual nurses. In consultation with cas-
16 ual nurses, the PNCC shall be charged with determining the most effective means of rotat-
17 ing on this list. Casual nurses shall be responsible for reviewing this list and bringing any
18 errors immediately to the attention of management.

19
20 **ARTICLE 17 - SEPARABILITY**

21
22 In the event that any provision of this Agreement shall at any time be declared invalid by any court
23 of competent jurisdiction or through government regulation or decree, such decision shall not in-
24 validate the entire Agreement, it being the express intention of the parties hereto that all other pro-
25 visions not declared invalid shall remain in full force and effect.

26
27 **ARTICLE 18 - SUCCESSORS**

28
29 In the event that the Hospital shall, by merger, consolidation, sale of assets, lease, franchise or any
30 other means, enter into an agreement with another organization which in whole or in part affects the
31 existing collective bargaining unit, then such successor organization shall be bound by each and

1 every provision of this Agreement. The Hospital shall have an affirmative duty to call this provision
2 of the Agreement to the attention of any organization with which it seeks to make such an agree-
3 ment as aforementioned and, if such notice is given, the Hospital shall have no further obligations
4 hereunder from date of takeover.

5
6 ARTICLE 19 - JURY/WITNESS DUTY
7

8 Nurses who are required to serve on a jury or as a witness in a court or administrative proceeding
9 under a court directive or subpoena will be permitted the necessary time off to perform such service
10 and will be paid the regular rate of pay for the scheduled workdays missed for jury duty providing
11 that the nurse has made arrangements, confirmed in writing, with the nurse's supervisor in advance
12 of jury/witness service. This benefit will be extended only to nurses who are required to perform
13 such service, not to nurses who volunteer; this benefit will be limited to a maximum of 21 working
14 days per calendar year. This provision shall not apply to any proceeding where the nurse is appear-
15 ing as a party or witness adverse to the Hospital.

16
17 The nurse must furnish a signed statement from a responsible officer of the tribunal as proof of jury
18 service. When a nurse is on jury or witness service, for purpose of rates of pay the nurse shall be
19 assumed to have worked the day shift Monday through Friday.

20
21 The nurse shall report for work if four or more hours of the nurse's shift remain upon completion of
22 the jury or witness duty.

23
24 ARTICLE 20 - DRUG AND ALCOHOL POLICY
25

26 20.1 Philosophy. Grande Ronde Hospital (the "Hospital") recognizes that alcohol, illegal drug
27 and controlled substance abuse in the workplace has become a major concern. The Hospital be-
28 lieves that prohibiting alcohol, illegal drug and controlled substance use in the workplace will im-
29 prove the safety, health, and productivity of our employees. The object of the Hospital's policy is to
30 provide and maintain a safe and healthy workplace for all employees. Accordingly, the improper
31 use, abuse, possession, distribution, manufacture, dispensation, purchase, transfer or sale of alcohol,

1 controlled substances or illegal drugs by employees when on duty or on Hospital premises is pro-
2 hibited. Employees must not report for duty, or be on Hospital premises while under the influence
3 of alcohol, illegal drugs or controlled substances.

4
5 An employee's use of a prescription or over-the-counter medicine can pose a significant risk to the
6 safety of the employee and of others. Employees must report the use of medically authorized drugs
7 or other substances which can impair job performance to their immediate supervisor and may be
8 required to provide properly written medical authorization from a physician to work while using
9 such authorized drug. It is the employee's responsibility to determine from the physician whether or
10 not the prescribed drug would impair his/her job performance.

11
12 The Hospital reserves the right to conduct applicant and employee drug and alcohol testing. The
13 Hospital has adopted a policy of pre-employment drug testing and reasonable suspicion drug and
14 alcohol testing.

15
16 20.2 Definitions. For the purposes of this policy, the following definition of terms is provided:

17
18 20.2.1 Alcohol: Means ethyl alcohol (ethanol). References to use or possession of alco-
19 hol include use or possession of any beverage, mixture or preparation containing alcohol,
20 but does not include prescribed or over-the-counter medications containing alcohol.

21
22 20.2.2 Controlled Substances: Means any substance (other than alcohol but including
23 prescription medicine) that has known mind- or function-altering effects that may impair or
24 affect the ability to perform work, the access to which is controlled by law. The term does
25 not refer to the legitimate use of substances authorized by law which do not affect job safety
26 or performance.

27
28 20.2.3 Illegal Drugs: Any form of drug, narcotic, hallucinogen, depressant, stimulant,
29 cannabis, or other substance capable of creating or maintaining impairment or otherwise af-
30 fecting one's physical, emotional, or mental state; the sale, purchase, transfer, use or posses-
31 sion of which is prohibited by law.

1
2 20.2.4 Employee: Any individual who performs work for the Hospital is subject to pro-
3 visions of these guidelines.

4
5 20.2.5 Hospital Premises: Hospital premises includes all Hospital property, facilities,
6 parking lots, garages, workplaces, storage structures, and Hospital-owned vehicles and
7 equipment.

8
9 20.2.6 Under the Influence: A level in excess of established cutoff levels of alcohol,
10 illegal drugs or controlled substances in an employee's blood or urine reported by the labo-
11 ratory, or use of alcohol, illegal drugs or controlled substances that results in any noticeable
12 or perceptible impairment of the employee's mental or physical faculties or job perform-
13 ance. For the purposes of this definition, a blood alcohol level in excess of 0.03 will be con-
14 sidered under the influence.

15
16 20.2.7 Reasonable Suspicion: Objective documented evidence of an employee's condi-
17 tion or performance that reasonably suggests that an employee may be using or under the in-
18 fluence of a controlled substance, illegal drug or alcohol that may impair an employee's fac-
19 ulties. Examples may include altered work performance, appearance such as a noticeable
20 odor of alcohol, erratic behavior or involvement in an accident or incident while on the job
21 that results in physical injury or property damage when there is a reason to suspect that
22 drugs/alcohol use was a contributing factor.

23
24 20.3 Policy

25
26 20.3.1 Pre-Employment Drug Testing. All final applicants receiving job offers for posi-
27 tions, including full-time, part-time, casual, and temporary, will have the job offers condi-
28 tioned on satisfactorily passing a drug test. Individuals with positive drug testing results will
29 not be hired and may not apply or be considered for employment for six (6) months after a
30 positive test result.

1 Any violation of this policy may result in discipline up to and including termination. The
2 only exception to this rule is for an employee possessing or using as directed a drug which
3 is prescribed for that employee by a physician or licensed practitioner and which does not
4 impair safe or efficient job performance.

5
6 When a manager or supervisor has reasonable suspicion that an employee has used or is
7 under the influence of a substance regulated by this policy, the manager or supervisor
8 should initiate an investigation in accordance with the procedures identified in this Policy.

9
10 Extensive training for supervisors in recognizing symptoms of drug intoxication and im-
11 pairment will be updated periodically.

12
13 Grande Ronde Hospital will not engage in random alcohol or drug testing of the general
14 employee population.

15
16 All testing will be done by labs licensed by the State of Oregon. Employees may chose a
17 testing site from a list containing at least two labs in addition to the hospital lab.

18
19 All tests and results will be identified in such a way as to ensure employee confidentiality.
20 Strict attention shall be paid to adhering to chain of custody procedures when collecting and
21 labeling specimen(s).

22
23 A test result in excess of cut-off levels will be sent to the Medical Review Officer (MRO)
24 contracted by the Hospital and trained in interpretation of drug and alcohol testing results.
25 The MRO will contact the employee and offer to meet to discuss the test results. The em-
26 ployee will have the opportunity to confirm or rebut the test results. If the MRO determines
27 there is a legitimate reason for the test results, the test will be deemed to be negative. If the
28 MRO determines there is no legitimate reason for the test results or the employee refuses to
29 meet with the MRO, the test results will be deemed to be positive.

30
31 The testing procedure will include a second and confirming test by Gas Chromatogra-

1 phy/Mass Spectrography where initial test results exceed cut-off levels. If the confirming
2 GC/MS test exceeds cut-off levels, a split of the original specimen(s) will be sent to a dif-
3 ferent lab for a repeat testing. If the second testing results are below cut-off levels, both test
4 results are deemed negative. A record of the test results will be maintained under strict con-
5 trol and confidentiality in the Human Resources Department in a locked location. Access to
6 test results will be on a need to know basis only.

7
8 All employees must refuse to report if he/she believes himself/herself to be impaired.

9
10 All testing will be done at Hospital expense.

11 12 20.4 Procedure/Responsibility

13
14 20.4.1 When a manager/supervisor has reasonable suspicion an employee is under the
15 influence of alcohol or a substance regulated by this policy, he/she will:

16
17 20.4.1.1 Find another member of the Hospital's management staff or nursing
18 staff to verify the suspicions or actions and document behavior.

19
20 20.4.1.2 If agreement has been reached between the two that there are reason-
21 able grounds to suspect the employee is under the influence of alcohol or drugs,
22 then they will confront the employee with the suspicion. This will be done at a
23 suitable location which will promote privacy and freedom from distractions during
24 this meeting. Union represented employees will be offered an opportunity to have
25 a union representative present through all steps of the investigatory and testing
26 phases.

27
28 20.4.1.3 If an employee denies using or being under the influence of a sub-
29 stance regulated by this policy and the manager/supervisor and second staff mem-
30 ber both still believe the employee to be under the influence of or to have used a
31 substance in violation of this policy, he/she will obtain employee consent to col-

1 lect specimen(s) for drug testing. The following procedure will be followed:

2
3 (a) Lab personnel will be responsible for overseeing the speci-
4 men collection for alcohol/drug testing. Collection will done in a
5 private location other than in the lab area.

6
7 A "split" of the specimen(s) will be preserved in the lab if needed for
8 confirmation testing at a second lab location. In addition, employees
9 may request a further "split" of a specimen(s) for testing at their own
10 expense. All specimen(s) will be collected under the same rules for
11 chain of custody.

12
13 (b) Following the interview process and specimen collection, the
14 employee will be sent off duty.

15
16 (c) Transportation will be arranged for the employee to their
17 home. The employee will be compensated for the loss of any sched-
18 uled work time on the shift from which he/she was sent home and
19 remainder of any other scheduled lost time due to the test, if the test
20 is negative.

21
22 20.4.1.4 If the employee does not consent to a drug test:

23
24 (a) Provide/arrange transportation home for the employee im-
25 mediately.

26
27 (b) At the earliest opportunity, contact the Executive Patient
28 Care Services and proceed with disciplinary action based on observ-
29 able behavior and/or refusal to consent to a drug test, up to and in-
30 cluding termination.

31

1 20.4.2 Results of the tests will be forwarded to the Medical Review Officer.

2
3 20.4.3 If the Hospital determines from test results or from an employee admission, the
4 employee used or was under the influence of a prohibited substance or violated this policy
5 in any other way, appropriate disciplinary action may be taken.

6
7 20.4.4 The employee will be allowed to provide evidence of prescription usage.

8
9 Searches. The Hospital may conduct random searches of Hospital facilities and property
10 (such as Hospital vehicles, desks, file cabinets, employee lockers, etc.). Searches of em-
11 ployee lockers will be conducted in the presence of the employee whenever possible.

12
13 Rehabilitation. The Hospital attempts to provide employees the opportunity to deal with
14 drug- and alcohol-related problems. Any employee who voluntarily requests assistance in
15 dealing with a drug and/or alcohol problem is urged to seek professional counseling for an
16 assessment and, if appropriate, to enter a treatment program. Generally, employees who
17 self-refer to such programs before work performance problems arise will not be disciplined.
18 Professional counseling and treatment programs for drug and alcohol problems may be
19 available through Hospital-provided health care insurance. Any cost not covered by health
20 care insurance is the employee's responsibility. Generally, discontinuation of any involve-
21 ment with alcohol or drugs is an essential requisite for participation in any treatment pro-
22 gram. A medical leave of absence may be granted during this period if requested by the em-
23 ployee.

24
25 As a result of disciplinary action arising from a drug or alcohol problem or as a condition of
26 continued employment, an employee may be required to participate in a drug or alcohol
27 treatment program. An employee who is so required will first be evaluated for drug and
28 alcohol use by an accredited professional. An employee may be required to participate in
29 follow-up care as part of a comprehensive alcohol and/or drug treatment program. Depend-
30 ing upon the nature of the conduct which led to the employee's mandated participation in an
31 alcohol and drug treatment program, the employee may be required to submit to random

1 blood and urine screening for alcohol and/or drugs for a specified period of time and to
2 meet various performance standards which are imposed as a condition of continuing em-
3 ployment.

4
5 The Hospital reserves the right to determine whether reasonable suspicion exists, the level
6 of discipline to be applied, and whether an employee should be given the opportunity to par-
7 ticipate in a drug or alcohol treatment program, provided the Hospital's actions are not con-
8 ducted in a discriminatory or arbitrary manner.

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11

Employee Consent To Urine Testing For Alcohol/Drugs

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1. I, _____, hereby authorize Grande Ronde Hospital personnel to collect urine specimen(s) for alcohol and/or drug levels.

2. I understand that the specimen will be sent to _____
_____ for testing.

3. I hereby authorize _____ to furnish the results of such tests to Grande Ronde Hospital.

4. I understand and agree that _____ is not responsible for the consequences of this information being given to Grande Ronde Hospital.

5. Release of these test results to any other party will require specific written consent by me.

Please List Any Medications (Prescriptions And Over The Counter) Taken Within The Last Two Weeks.

6. I certify that this is my urine specimen and that I have initialed by custody seal and that I have applied this seal to my urine specimen(s).

Dated: _____ Signature _____

Dated: _____ Signature _____

Note: Refusal to sign this consent form without qualification or refusal to give the above requested sample may result in disciplinary action up to and including dismissal.

For Lab Use Only

1 Performance Contract

2
3 Agreement To Conditions Of Continuing Employment
4

5 I, _____, understand that my reinstatement to employment by
6 Grande Ronde Hospital is based upon a constraint of the following terms:
7

- 8 1. I accept admission to an alcohol/drug recovery program.
9
- 10 2. I recognize the importance of the involvement of my spouse and adult children in my recovery program.
11
- 12
- 13 3. I will comply with all of the program requirements to their successful conclusion.
14
- 15 4. I recognize the adverse impact that working overtime may have on my recovery and waive
16 my rights to assignment of overtime.
17
- 18 5. I understand that my previous job performance warrants close supervision for a minimum
19 period of six months upon return to work, and will accept such supervision as a constructive
20 part of my recovery.
21
- 22 6. I understand that, upon return to the work place, I must meet all established standards of
23 conduct and job performance and that I will continue to be subject to the Hospital's disciplinary
24 procedures for any failure to meet these standards. I understand further that I must
25 comply with the Hospital's Drug and Alcohol Policy.
26
- 27 7. I agree that for a period of six months from the date below, I will be subject to a random
28 drug screening procedure. This will be done at the discretion of my manager/supervisor.
29
- 30 8. I understand that I will be subject to the terms of this Performance Contract until I have
31 completed at least six (6) months of work. Upon completion of six months of work, my

1 manager will review my job performance and recovery progress and determine if the terms
2 of this Performance Contract will be removed, or continued for a maximum of 30 additional
3 days.

4
5 9. I understand that if I am a union-represented employee, a copy of this agreement will be
6 provided to the union if I chose.

7
8 I understand and agree that my reinstatement and continued employment are contingent upon my
9 meeting satisfactorily all of the above terms of this Performance Contract, and that my failure to do
10 so relinquishes all defenses on my part and subjects me to immediate termination of my employ-
11 ment with Grande Ronde Hospital.

12
13 Dated: _____ Signature: _____

14
15 ***CUT OFF LEVELS FOR URINE DRUG TESTING***

	EMIT	GC/MS
Amphetamines	300 ng/ml	500 ng/ml
Methamphetamines	500 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	300 ng/ml
Cocaine	300 ng/ml	300 ng/ml
Opiates	300 ng/ml	300 ng/ml
THC	100 ng/ml	100 ng/ml
Benzodiazopines	300 ng/ml	300 ng/ml

16

ARTICLE 21 - DURATION AND TERMINATION

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21.1 It is agreed that this document contains the full and complete agreement reached on issues considered during negotiations. All prior agreements between the parties are replaced and superseded by the provisions herein. The provisions of this Agreement are the sole source of any rights which the Association or any member of the bargaining unit may charge the Hospital has violated. No amendment or supplement to this Agreement shall be considered by either party until this Agreement terminates except by mutual consent of the parties. Any changes in mandatory topics of bargaining which were not otherwise discussed in the negotiations leading to this Agreement or contained herein shall be subject to negotiations between the parties.

21.2 This Agreement shall be effective on ratification, except as otherwise noted. It shall be renewed automatically in its present form another one year beyond April 30, 2011 unless one party gives written notice to the other at least 90 days before its expiration date of April 30, 2011 of its intention to terminate, amend or modify the Agreement. It is intended by the parties that a renewed agreement shall have the same effect as an original agreement between the parties.

IN WITNESS WHEREOF, the parties hereby affix their signatures the ___ day of _____, 2008.

FOR THE ASSOCIATION

FOR THE HOSPITAL

APPENDIX A

Appendix A is intended to be part of this entire Agreement and by this reference made a part hereof.

1. The following are the rates of pay for all nurses employed under the terms of this Agreement.

CLASSIFICATION: STAFF RN

	*Effective 5/1/08	*Effective 5/1/09	*Effective 5/1/10	*Effective 11/1/10
Base	24.18	25.63	26.91	27.18
1st Inc.	24.86	26.35	27.67	27.95
2 nd Inc.	26.75	28.36	29.78	30.08
3rd Inc.	27.46	29.11	30.57	30.88
4th Inc.	28.14	29.83	31.32	31.63
5th Inc.	29.09	30.84	32.38	32.70
6th Inc.	29.09	30.84	32.38	32.70
7 th Inc.	30.14	31.95	33.55	33.89
8 th Inc.	30.14	31.95	33.55	33.89
9th Inc.	31.35	33.23	34.89	35.24
10 th Inc.	31.35	33.23	34.89	35.24
11 th Inc.	32.49	34.44	36.16	36.52
12 th Inc.	32.49	34.44	36.16	36.52
13 th Inc.	33.50	35.51	37.29	37.66
14 th Inc.	33.50	35.51	37.29	37.66
15 th Inc.	34.48	36.55	38.38	38.76
16 th Inc.	34.48	36.55	38.38	38.76

1

	*Effective 5/1/08	*Effective 5/1/09	*Effective 5/1/10	*Effective 11/1/10
17 th Inc.	35.52	37.65	39.53	39.93
18 th Inc.	35.52	37.65	39.53	39.93
19 th Inc.	36.60	38.80	40.74	41.15
20 th Inc.	36.60	38.80	40.74	41.15
21 st Inc.	37.70	39.96	41.96	42.38
22 nd Inc.	37.70	39.96	41.96	42.38
23 rd Inc.	38.83	41.16	43.22	43.65

2 *Effective on first payroll period beginning after the effective date.

3

4 ****Proviso:** For the purposes of implementing the new 23rd increment, nurses at the 21st incre-
5 ment on implementation of this agreement will be moved to the 23rd increment if they have spent
6 twenty three (23) full years of employment as an RN at GRH. For all other nurses at the 21st incre-
7 ment, they shall either move to the 22nd increment if they have completed at least one full year and
8 1100 hours at the 21st increment and then to the 23rd increment after completion of two full years
9 and 2200 hours at the 21st increment; or move to the 23rd increment after completion of twenty three
10 full years of employment as an RN at GRH, whichever comes first.

11

Evening differential***	\$1.75 per hour. Effective May 1, 2009, \$2.00 per hour Effective May 1, 2010, \$2.25 per hour
Night differential***	\$3.50 per hour. Effective May 1, 2009, \$3.75 per hour Effective May 1, 2010, \$4.00 per hour
Charge differential	5% of the nurse's regular rate of pay
On-Call differential	\$4.25 per hour, \$4.75 on holidays Effective May 1, 2009, \$4.50 per hour, \$5.00 on holidays. Effective May 1, 2010, \$4.75 per hour, \$5.25 on holidays.

Surgical Services/HH Standby Differential	\$5.00 per hour, \$5.50 on holidays Effective May 1, 2009, \$5.25 per hour, \$5.75 on holidays. Effective May 1, 2010, \$5.50 per hour, \$6.00 on holidays,
Certification differential	\$1.00 per hour for any ANA or nationally recognized certifications.

1
2 *** Evening shift differential shall be paid for all hours worked for shifts which start
3 between 1500 and 2300 hours and night shift differential shall be paid for all hours worked for
4 shifts which start between 2300 and 0700. These shift differentials do not apply to Home
5 Care/Hospice nurses except in call-back situations. Should a nurse working a night shift continue to
6 work into the day shift at the hospital request, the nurse will continue to receive night shift differen-
7 tial for all hours worked on the day shift. Should the shift start and stop times be altered, the appro-
8 priate evening and night shift differentials shall be paid for the altered shifts.

9
10 2. A nurse temporarily assigned to a higher position and shift shall be compensated for such
11 work at no less than the minimum rate of pay applicable to the higher position if such assignment
12 lasts for a period of four or more hours.

13
14 3. Regular part-time nurses shall receive consideration for promotional advancement.

15
16 4. Merit Raises. The Association recognizes this Agreement to be the minimum standards of
17 employment. This Agreement should not be construed to limit management's right to reward an
18 individual nurse's performance over and above the prescribed conditions called for in the Agree-
19 ment.

20
21 5. Nurses shall be paid on an hourly basis.

22
23 6. On the nurse's anniversary date, a regular full-time or part-time nurse will receive the in-
24 crement increase provided in Section 1 if the nurse has earned at least 1,100 compensable hours
25 (including house-convenience days and on-call hours) since the nurse's previous increment increase.
26 If the nurse has not earned 1,100 hours since the nurse's prior anniversary date, the nurse will ad-

1 vance to the next increment upon completion of 1,100 compensable hours.

2
3 7. When a nurse is placed on-call and is called in to work less than six hours, the nurse shall
4 receive time-and-a-half the regular rate of pay for hours worked, with a two-hour minimum. When
5 a nurse is placed on-call and called into work more than six hours, the nurse shall receive eight
6 hours pay at the straight-time rate. Any OR nurse being called into work while being on standby
7 shall be paid at the rate of time and one-half for a two-hour minimum guarantee.

8
9 8. Employment of a nurse who has had prior experience as a registered nurse shall be gov-
10 erned by the following provisions:

11
12 8.1 Nurses with less than a year of relevant experience will be hired at the beginning
13 salary or base.

14
15 8.2 Nurses with one to five year's relevant experience will be hired at the salary incre-
16 ment which reflects their experience minus one year.

17
18 8.3 Nurses with five to nine year's relevant experience will be hired at the fourth incre-
19 ment.

20
21 8.4 Nurses with 10 to 15 years of relevant experience will be hired at the ninth incre-
22 ment.

23
24 8.5 Nurses with more than 15 years of relevant experience will be hired at the 14th in-
25 crement.

26
27 8.6 The determination of relevant nursing experience at time of hire shall be up to
28 nursing management. Any challenge of this determination must be made within the intro-
29 ductory period of the nurse.

30
31 8.7 Nurses hired after completion of a re-entry program shall receive reconsideration

1 for higher wage scale placement after their first year of service. Any challenge of this re-
2 consideration must be made within thirty days of notification from management of the re-
3 sult.

4
5 9. As an incentive to work as a casual nurse, such nurses shall receive a differential of 15%
6 above the nurse's hourly rate of pay on all hours worked.

7
8 10. Weekend Differential. Any nurse who works on a weekend shall receive one dollar
9 (\$1.00) per hour for each hour worked on the weekend in addition to the nurse's applicable rate
10 of pay. For differential purposes, the weekend shall be defined as all hours between 11:00 p.m.
11 Friday and 11:00 p.m. Sunday. Should the Friday night shift start within one half hour of this 11
12 p.m. time period, the weekend differential shall be applied to the beginning of this revised time
13 period and end 48 hours later on Sunday. For Home Health nurses, the weekend differential shall
14 be measured as the 48-hour period from 5:00 p.m. Friday and 5:00 p.m. Sunday. For OR/PACU
15 nurses, the 48-hour period for weekend differential purposes shall be measured from 3:00 p.m.
16 Friday and 3:00 p.m. Sunday. Effective May 1, 2009, the weekend differential described above
17 shall increase to \$1.25 per hour.

18
19 11. PICC Line Certified Nurses. Nurses who are PICC Line Certified shall receive the
20 equivalent of two (2) hours at their time-and-one-half rate of pay plus any applicable differentials
21 for each incident in which the nurse reports at hospital request for PICC line care. Time spent
22 trouble shooting by phone with hospital personnel shall be paid at the nurse's applicable rate of
23 pay with a minimum of fifteen (15) minutes per call.

24
25 12. Preceptor Pay. The Hospital shall pay a differential of \$1.00 per hour to any nurse who is
26 chosen and consents to serve as a preceptor as defined in 10.2.9. The differential shall only be paid
27 for actual preceptor hours. A preceptor will be responsible for precepting only one person at a time.

28
29 13. Extra Shift Premium. Full time and part time nurses who agree to work previously
30 unscheduled hours shall be paid their time-and-one-half rate for all extra hours worked, regardless
31 of the total number of hours worked in the work week or workday. The hospital may offer a nurse

1 an additional \$10.00 per hour for all extra hours worked to encourage nurses to work hours/shifts
2 that are more difficult to fill. Casual nurses who agree to work previously unscheduled hours, with
3 less than seventy-two hours notice shall be paid one-and-one-half times the nurse's applicable rate
4 of pay for all extra hours worked, regardless of the total number of hours worked in the work week
5 or work day. All extra shifts shall be so designated on the posted schedule.

1 APPENDIX B – ALTERNATIVE SHIFT SCHEDULES

2
3 1. This agreement shall cover nurses regularly assigned to twelve (12) hour shifts or ten (10)
4 hour shifts. Where otherwise mutually agreeable to the Hospital and a 2/3 majority of the affected
5 nurses on a nursing unit, a nurse may be scheduled for twelve (12), ten (10), or eight (8) hour shifts,
6 or some combination of such shifts, under the following conditions.

7
8 2. All other terms and conditions of the master Collective Bargaining Agreement shall apply
9 to affected nurses unless explicitly amended by this agreement.

10
11 3. This agreement shall remain in effect until amended or terminated by the following proce-
12 dure:

13
14 a. Should either administration or a two-thirds (2/3) majority of the affected nurses voting
15 by secret ballot wish to terminate this agreement, then the moving party shall give notice to
16 the other at least sixty (60) days prior to its intent to terminate or modify this agreement.

17
18 b. The parties shall meet at least once in order to attempt to negotiate the terms of a succes-
19 sor agreement. If no agreement is reached, then the status quo shall remain in place unless
20 (1) administration notifies ONA that the agreement is terminated at the end of the notice pe-
21 riod, or (2) at least two-thirds (2/3) of the affected nurses vote by secret ballot to terminate
22 this agreement at the end of the notice period.

23
24 4. A nurse covered by this agreement shall be considered full-time if he or she regularly works
25 or is regularly scheduled to work 72 hours over a two (2) week period. Benefits for a part-time
26 nurse covered by this agreement shall be prorated by the percentage of regularly scheduled hours to
27 the full-time equivalent of 72 hours.

28
29 5. Overtime shall be compensated at the rate of 1-1/2 times of the nurse's regular rate of pay
30 inclusive of differentials for all work greater than the regularly scheduled shift for that work day
31 and/or 40 hours in a work week.

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6. Each regularly scheduled nurse shall normally have an unbroken rest period of at least 10 hours between shifts, unless emergency conditions require such nurse to work longer periods to meet adequate nursing care requirements. All time worked without a break of at least 10 hours at the request of the Hospital shall be paid at the rate of 1-1/2 times the nurse's regular rate of pay.

7. Evening shift differential shall be paid for all hours worked between 1500 and 2300 hours and night shift differential shall be paid for all hours worked between 2300 and 0700.

8. If a nurse is placed on-call or house-convenienced, he/she will work the remaining four (4) hours to avoid losing a full 12-hour shift. If a nurse is put on-call and then called in to work for less than nine hours of the scheduled on-call shift, the nurse shall receive time and one-half the applicable rate of pay for each hour worked, with a two-hour minimum. If put on-call and then called in to work nine hours or more, he/she will be paid for 12 hours at the straight-time rate. This provision is not intended to preclude the exercise of voluntary low-census or HC as per Article 16.9.

9. Three (3) 15-minute breaks and a one-half (1/2) hour unpaid meal break shall be permitted. The breaks may not be combined without prior agreement with the covering house supervisor.

10. Shift times shall be 0700 to 1900 hours and 1900 to 0700 hours. The new day starts at 0700 hours.

11. Earned leave and extended illness hours must be taken in blocks consistent with the nurse's regularly assigned daily shift. A "day" of earned leave or extended illness hours under this agreement requires the usage of the regularly scheduled daily shift hours of the affected nurse's accrued earned leave or extended illness hours.

12. Holiday pay described in Article 9.2 shall be paid for all hours worked during the 24-hour period commencing at 11:00 p.m. preceding the holiday.

1 APPENDIX C – HOME HEALTH/HOSPICE

2
3 1. This agreement shall cover the nurses assigned to Home Health/Hospice. All other terms
4 and conditions of the master Collective Bargaining Agreement shall apply to affected nurses unless
5 explicitly amended by this agreement.

6
7 2. Work schedules of eight or ten hour shifts shall remain in effect until amended or termi-
8 nated by the following procedure:

9
10 a. Should either Administration or a two-thirds (2/3) majority of the affected nurses voting
11 by secret ballot wish to terminate this agreement, then the moving party shall give notice to
12 the other at least sixty (60) days prior to its intent to terminate or modify this agreement.

13
14 b. The parties shall meet at least once in order to attempt to negotiate the terms of a succes-
15 sor agreement. If no agreement is reached, then the status quo shall remain in place unless
16 (1) administration notifies ONA that the agreement is terminated at the end of the notice pe-
17 riod, or (2) at least two-thirds (2/3) of the affected nurses vote by secret ballot to terminate
18 this agreement at the end of the notice period.

19
20 3. For Home Health/Hospice nurses assigned 10 hour shifts, overtime shall be compensated at
21 the rate of 1-1/2 times of the nurse's regular rate of pay, inclusive of differentials, for all work
22 greater than 10 hours in a work day and/or 40 hours in a work week.

23
24 4. Each regularly scheduled nurse shall normally have an unbroken rest period of at least 10
25 hours between shifts, unless emergency conditions require such nurse to work longer periods to
26 meet adequate nursing care requirements. All time worked without a break of at least 10 hours at
27 the request of the Hospital shall be paid at the rate of 1-1/2 times the nurse's regular rate of pay.

28
29 5. For nurses assigned to the ten hour shifts, earned leave and extended illness hours must be
30 taken in 10 hour blocks. A "day" of earned leave or extended illness hours for these nurses requires
31 the usage of 10 hours of the nurse's accrued earned leave or extended illness hours.

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6. The shift differentials set forth in the master Collective Bargaining Agreement shall not apply to Home Health/Hospice nurses except in call-back situations involving those nurses.

7. Time spent traveling to and from patient visits shall be considered time worked and shall be paid at the applicable rate of pay. Time spent consulting with patients on the telephone while on-call or on a scheduled shift, shall be considered time worked and shall be compensated at the appropriate rate of pay. Nurses shall track total accumulated minutes in a pay period spent in such phone time and shall be paid to the nearest 15 minute increment. The cost of business related telephone calls made by nurses will be reimbursed by the Hospital. The Hospital shall continue it's current practice of providing cellular phones to the nurses for business related use.

8. The Hospital commits to maintain a minimum of three vehicles available for use by Home Health/Hospice nurses.

1 LETTER OF AGREEMENT

2 ER PREMIUM PAY

3
4 The parties agree to the following:

5
6 A \$.50 per hour differential shall be received for all hours paid exclusive of low-census or on-call
7 hours to all ER nurses receiving such differential under the current 12-hour shift agreement as of
8 the effective date of this Agreement. Any nurse hired or otherwise transferred into an ER position
9 after May 1, 2005 will not receive such differential.

10 FOR THE ASSOCIATION

FOR THE HOSPITAL

11

1 LETTER OF AGREEMENT

2 ENDOSCOPIC STANDBY HOURS AND RATE OF PAY

3 The Oregon Nurses Association and Grande Ronde Hospital hereby enter into the following side
4 letter of agreement concerning standby hours and rate of pay for after hours and weekend endo-
5 scopy and moderate sedation coverage. Except as specifically provided below, all provisions of
6 the Collective Bargaining Agreement between Grande Ronde Hospital and the Oregon Nurses
7 Association will remain in effect. The existing practice of one SurgiCenter nurse rotating on
8 standby for weekend and holiday endoscopy coverage will continue. Standby for endoscopy
9 coverage will be paid at the OR standby rate.

10 When called in for an endoscopic procedure the nurse on standby will be paid at the nurse's
11 overtime rate with applicable shift differential, with a two (2)-hour minimum. Actual hours
12 worked in excess of two (2) hours will be paid at the nurse's overtime rate with applicable
13 shift differential.

14 Standby pay will continue while the nurse is called in for the endoscopic procedure. Multiple
15 procedures performed during a single sedation will not incur separate two (2)-hour minimum
16 increments.

17 When a second nurse is needed for moderate sedation, the House Supervisor will call in the
18 additional nurse. If the second nurse is not on standby and responds to a call to provide addi-
19 tional assistance with an Endoscopy procedure, the nurse will be paid at the nurse's overtime rate
20 (with applicable shift differential) with a 2-hour minimum. Actual hours worked in excess of
21 two (2) hours will be paid at the nurse's overtime rate with applicable shift differential. In addi-
22 tion, the nurse who was not on standby and who responds to the request will be paid twelve (12)
23 hours of OR standby for each response.

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FOR THE ASSOCIATION

FOR THE HOSPITAL

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1 LETTER OF AGREEMENT
2 SAFE PATIENT HANDLING PROGRAM
3

4 The parties mutually agree to the benefits of developing a Safe Patient Handling Program in
5 reducing the potential of injury to direct patient care nurses and direct patient care staff, and
6 enhancing the work environment. To this end, the parties agree to the following:
7

- 8 1. The employer shall establish and implement a Safe Patient Handling Program. The Pro-
9 gram shall include the establishment of a Policy that eliminates, and replaces with use of
10 appropriate equipment, to the fullest extent possible, all manual patient handling and
11 movement activities. Such activities include, but are not limited to lifts, transfers, repositioning,
12 and movement of patients. The policy may include an exception for emergency
13 situations. Emergency situations are situations where the failure to resort to a manual lift,
14 transfer, reposition, or move a patient could result in serious injury or death of the patient.
15
- 16 2. No later than July 1, 2008, the program shall establish a multi-disciplinary Safe Patient
17 Handling Committee which shall be comprised of management, direct patient care nurses
18 and other direct patient care staff.
19
- 20 3. The Committee shall have the responsibility and authority to implement the Policy in a
21 manner consistent with the evidence based SPH/ergonomics program components including,
22 but not limited to conducting a patient handling and movement hazard evaluation,
23 analysis of injury data related to patient handling and movement, determination of at risk
24 activities on each unit, prioritization of implementation activities, evaluation and recommendation
25 on types and numbers of equipment needed, determination of education and
26 training needs of direct patient care staff, and evaluation of the effectiveness of the above
27 activities.
28
- 29 4. The Committee members shall be paid straight time for all hours spent in or related to
30 Committee activities.
31
- 32 5. The work of the Committee may be assigned to an existing committee provided that the
33 composition of the committee and the assigned responsibilities and authority are the same
34 as set out in subsection 2 above and such assignment is mutually agreeable.
35

1 6. Assistance, as available, will be provided from the ONA to the Committee to design and
2 implement the program.

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FOR THE ASSOCIATION

FOR THE HOSPITAL

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1 LETTER OF AGREEMENT

2 SECONDARY JOBS

3 The parties mutually agree to the following provisions applicable to bargaining unit nurses who
4 concurrently occupy a contract and non-contract position at Grande Ronde Hospital.

5 1. FTE Status. For purposes of the application of provisions of the ONA Agreement (such as
6 Paid Educational Leave accrual, HCOC rotation), the number of hours scheduled in the bargaining
7 unit position shall be the designated FTE.

8
9 2. Years of Service Credit. All regularly scheduled position hours both in and out of the bar-
10 gaining unit shall be counted toward years of service credit normally awarded by policy or specific
11 benefit plans to GRH employees (EL accrual rates, pension, insurance, long term disability, etc.)
12 All hours worked in both bargaining unit and non-bargaining unit positions shall be counted for
13 purposes of Appendix A, Section 6.

14
15 3. Casual Nurse Requirements. Casual nurse work requirements, described in Section 10.2.4
16 of the Collective Bargaining Agreement (including on-call scheduling), shall not apply to the
17 nurse's secondary job class. One position (typically the one with regularly scheduled or greater
18 number of hours) shall be designated as the primary job class.

19
20 4. Overtime Pay. For the purposes of application of Article 8.3.1, all hours worked by the
21 nurse in both bargaining unit and non-bargaining unit positions shall be counted.

22
23 5. Earned Leave. The nurse shall receive Earned Leave (EL) accrual and rates of pay in accor-
24 dance with contractual requirements or HR policy applicable only to the nurse's primary job class
25 for all hours compensated. This application is without regard to bargaining unit or non-bargaining
26 unit status of hours worked or compensated. A nurse holding positions of approximately equal
27 hours both in and out of the bargaining unit shall, at the nurse's discretion and at the time of accep-
28 tance of a secondary job class, declare which position shall be considered the nurse's primary job
29 class. This declaration shall determine the applicable EL accrual rate and pay benefit the nurse shall
30 receive, and application of #7 below.

31
32 6. HCOC Rotation. For the purposes of the application of Article 16.10.6, only the assigned
33 FTE hours in a bargaining unit position shall be counted.

1
2 7. Grievance. Grievances, including arbitration, shall be applied by primary position for nurses
3 who hold positions both in and out of the bargaining unit (exception: single stand alone offenses
4 that result in termination):

5 a. Primary position in the bargaining unit:

6 The nurse may utilize the grievance procedure as outlined by contract, which shall
7 be applied to both primary and secondary job classes.

8 b. Primary position not in the bargaining unit:

9 (i) If the incident which is the subject of the grievance arises from the nurse's
10 bargaining unit position, the contract grievance procedure shall control.

11 (ii) If the incident which is the subject of a grievance arises from the nurse's
12 non-bargaining unit position, hospital policy controls and the contract griev-
13 ance process is not applied.

14
15 Incidents resulting in progressive discipline originating from a non-ONA bargaining unit position
16 shall not be utilized as the basis for further progressive discipline for a bargaining unit position,
17 unless the Hospital can affirmatively demonstrate that such disciplinary action would have with-
18 stood any challenge through the grievance process had the nurse been represented by the Associa-
19 tion. Discipline arising within the bargaining unit may be utilized in the discipline or termination of
20 a nurse regarding the nurse's non-bargaining unit position. Single stand alone incidents that result
21 in termination from all GRH employment (not discipline based upon prior work performance or
22 discipline) shall be subject to the contractual grievance and arbitration procedure to the extent it has
23 an effect on employment in the bargaining unit position, regardless of whether the incident giving
24 rise to the discharge originates from a bargaining or non-bargaining unit position.

25
26 8. Consecutive Weekend Premium Pay. For nurses whose primary position is in the bargaining
27 unit, shifts worked both in and out of the bargaining unit shall count toward consecutive weekend
28 pay, provided that (a) such work constitutes a day of work as defined by contract, (b) the consecu-
29 tive weekend of work consists of bargaining unit work, and (c) if a nurse volunteering for or agree-
30 ing to perform additional work is thereby entitled to consecutive weekend premium pay under this
31 paragraph, the nurse shall note such entitlement on the appropriate sign-up sheet.

1 9. The provisions of Article 20 shall be applied to a nurse even while working in a non-
2 bargaining unit position.

3
4 10. General Policies. Health and welfare, bereavement leave, jury duty, and court witness bene-
5 fits shall be based upon regularly scheduled position hours and continue to be applied to and coor-
6 dinated between all of an employee's scheduled GRH hours.

7
8 11. Work Schedules/Floating. Although there may be coordination of scheduling between
9 bargaining and non-bargaining unit positions for the posted work schedules, bargaining unit posi-
10 tion scheduling shall be governed exclusively by the contract. There shall be no scheduled partial
11 shifts, including on-call assignments, nor floating from bargaining to non-bargaining unit positions,
12 or vice-versa, during a shift of work. Next day off rest provisions as specified by contract shall be
13 applicable to all GRH hours.

14
15 12. Supervisory Nurses. Nurses may not hold a position in the bargaining unit if they simulta-
16 neously hold a supervisory GRH position. This provision shall not prevent bargaining unit nurses
17 from performing fill-in supervisory work, however, the status of such bargaining unit nurses shall
18 not be challenged by GRH.

19
20 13. Bargaining/Non-Bargaining Unit Hybrid Positions. Bargaining unit positions, as defined by
21 contract, shall be posted and awarded separately from non-bargaining unit positions.

22
23 14. Unpaid LOA. A scheduled unpaid absence from a bargaining unit position shall be consid-
24 ered a "leave of absence" for purposes of return rights following the absence, even though the nurse
25 may continue to work in his or her non-bargaining unit position.

26
27 15. Roster. The Hospital shall note on the monthly list of all bargaining unit nurses, those
28 nurses holding secondary jobs under this Agreement. This list shall note the nurse's name, primary
29 and secondary job titles and regularly scheduled hours (or casual status) and date that the secondary
30 job was initiated.

FOR THE ASSOCIATION

FOR THE HOSPITAL

LETTER OF AGREEMENT
PERSONAL PROTECTIVE EQUIPMENT

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By July 1, 2008, a committee of hospital management and staff will explore the topic of Personal Protective Equipment in the form of hospital provided uniforms (scrubs in the Emergency Room Department). Issues to be explored will include ENA recommended guidelines and best practices for infection control and personal protection. Should the evidence indicate that the hospital provided PPE is the best practice, the hospital will provide and launder unisex PPE for the department.

FOR THE ASSOCIATION

FOR THE HOSPITAL

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SIDE LETTER
HOSPITAL DISCOUNT

Should the health insurance plan in place at the implementation of this Agreement be changed to one that does not provide payment of 100% of the cost of expenses incurred at a GRH entity, the discount allowed for in Article 13.4 of the Agreement in effect April 30, 2008 shall apply.

FOR THE ASSOCIATION

FOR THE HOSPITAL

1 LETTER OF AGREEMENT

2 "FREE SHIFTS" TRIAL

3
4 The parties mutually agree to conduct a 27-week (three (3) nine-week rotation) trial of the
5 HC rotation in which all extra shifts above a nurse's FTE are considered "free" and not
6 counted in the rotation. The purpose of this trial is to review the potential negative or positive
7 impact of this change on nurses working their regular shifts.

8
9 By the end of the trial, the Association will conduct a secret ballot vote of the bargaining unit to
10 determine if the extra shifts will be considered "free" in the HC rotation for the term of the
11 Agreement or if Article 16.10.7 will continue in effect. In order to change Article 16.10.7 to all
12 extra shifts as "free," at least 66% of those nurses voting must vote in the affirmative for change.

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14 FOR THE ASSOCIATION

FOR THE HOSPITAL

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