

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OREGON NURSES ASSOCIATION

AND

COLUMBIA MEMORIAL HOSPITAL

TERM OF AGREEMENT:

June 1, 201~~6~~3 through May 31, 201~~9~~16

Recommended Tentative Agreement

June 21, 2016



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## AGREEMENT

Agreement entered ~~[insert date]October 3, 2013~~ between Oregon Nurses Association, hereinafter referred to as the “Association,” and Columbia Memorial Hospital, hereinafter referred to as the “Hospital.”

### **PREAMBLE**

Whereas the parties hereto desire to cooperate in establishing conditions which will tend to secure to the registered professional licensed nurses a living wage and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustment of all disputes which may arise between them so as to secure uninterrupted operation and continued high standards of nursing practice and patient care.

Now, therefore, be it mutually agreed to as follows:

## ARTICLE 1. RECOGNITION AND MEMBERSHIP

Section 1. The Hospital recognizes the Association as the collective bargaining representative with respect to wage rates, hours of work, and other conditions of employment for a bargaining unit composed of all categories of registered nurses including Patient Care Coordinators and Charge Nurses employed by the Hospital. The Hospital shall not challenge the status of bargaining unit nurses or assert that bargaining unit nurses are supervisors.

Section 2. The Hospital agrees to issue each new nurse a copy of this Agreement, as provided by the Association. During the orientation process for new nurses, the Hospital will distribute a packet of information regarding membership to be provided by the Association. During the first fifteen (15) days of orientation, a designated Association member will be given a chance to give a 15-minute presentation on paid time about the Association and joining the Association.

Section 3. The Hospital encourages nurses to be actively involved in the professional activities of their professional organizations. Monthly the Hospital will notify the Association electronically and its designated nurse representative in writing regarding the names, addresses, phone numbers and initial job assignments of nurses hired into the bargaining unit since the prior report.

Section 4. Nurses will have access to the use of a conference room for bargaining unit meetings, as scheduled in advance and as available.

Section 5. On a monthly basis the Hospital will supply the Association electronically with a list of all bargaining unit nurses which includes their names, addresses, telephone numbers, social security numbers, units or assignments, and employment status, as that information exists in the Hospital's records.

## ARTICLE 2. NON-DISCRIMINATION

In the application of this Agreement, there shall be no discrimination in violation of applicable federal and state laws against nurses because of race, color, religion, national origin, sex, sexual orientation, age, physical or mental disability, Association membership, or any other status or characteristic protected by any applicable law. Where the masculine or feminine gender has been used in any job classification or provision of this Agreement, it shall be deemed to refer to either and both sexes and is not intended and shall not be deemed to limit job eligibility or the application of any provision of this Agreement to members of either sex.

## ARTICLE 3. DUES/FAIR SHARE

The Hospital will deduct Association membership dues, or payments in lieu of dues, from the wages of each nurse who voluntarily agrees to such payroll deductions and who submits an appropriate written authorization to the Hospital setting forth standard amounts and times of deductions. Deductions shall be made and remitted monthly.

All nurses hired on or after June 1, 1993 shall be required to select one of the following options:

1. Within thirty (30) days of completion of their first ninety (90) calendar days of employment, join the Association and maintain dues payments as established by the Association, or

2. Within thirty (30) days of completion of their first ninety (90) calendar days of employment, begin making payments in lieu of membership, at a fair share rate equivalent to, or less than, Association dues, as established by the Association, to either Lower Columbia Hospice, Columbia Memorial Hospital Foundation, or the Association.

Nurses required to maintain membership or in-lieu-of payments who fail to do so shall be provided written notice by the Association that they must furnish evidence that they have complied with the obligation of this Article. A copy of such written notice shall be provided to the ~~Director~~ ~~Manager~~ of Human Resources.

Nurses who receive such written notice shall be given fourteen (14) calendar days in which to demonstrate compliance with this Article. If the nurse has not demonstrated such compliance within the fourteen (14)-calendar-day period, the Association may request termination of the nurse. The request must be made in writing to the ~~Manager~~ ~~Director~~ of Human Resources. The Hospital will then have seven (7) calendar days to investigate the situation, and if the Hospital's investigation establishes that the nurse failed to comply with the requirements of this Article, the employment of the nurse will be terminated within fourteen (14) calendar days' notice, pursuant to the Association's request.

## ARTICLE 4. PERSONNEL CATEGORIES

Section 1. During or at the completion of a nurse's probationary period, the manager will determine whether any step advancement is appropriate. The parties recognize that the probationary review will not result in an automatic increase and that the decision regarding any adjustment is in management's sole discretion.

### Section 2. Definitions

A. "Nurse" is defined as a registered nurse licensed by the State of Oregon.

~~B. "Regularly scheduled" means that a nurse is consistently scheduled to work.~~

~~BC.~~ "Full-time nurse" is defined as a nurse ~~regularly~~ scheduled a minimum of seventy-two (72) hours per pay period.

~~CD.~~ "Part-time nurse" is defined as a nurse ~~regularly~~ scheduled a minimum of at least forty (40) hours but less than seventy-two (72) hours per pay period. If a part-time nurse averages seventy-two (72) hours or more per pay period for more than six months, the position will be reassessed to determine if the need has changed. If, as a result of this reassessment, the Hospital determines that the need has changed, the part-time nurse who has been working the additional hours shall be offered the opportunity to reclassify to full-time status prior to posting a full-time or part-time position.

E. "Relief nurse" is defined as a nurse ~~regularly~~ scheduled at least eight (8) hours per month, but less than forty (40) hours per pay period.

F. "Intermittent/casual nurse" is defined as a nurse not scheduled on a regular basis and has no guarantee of hours. An intermittent nurse must submit work and/or call availability for at least three (3) open shifts in a rolling six (6) month calendar period, and must submit availability for work and/or call for at least two (2) holidays per year, in order to maintain employment. Management may waive this requirement for periods of time depending on the circumstances.

Note: On a voluntary basis, Relief and intermittent/casual nurses may at times be scheduled forty (40) or more hours per pay period due to vacations, etc., but not consistently. If a relief or intermittent/casual nurse averages forty (40) or more hours per pay period consistently works full-time or part-time for more than six (6) months/ninety (90) days, the position will be reassessed to determine if the need has changed and the position will be posted.

An relief or intermittent/casual nurse must provide availability by the first day of the month prior to the schedule being posted. If the nurse does not meet the requirements of this Section F is unavailable for ninety (90) calendar days, the nurse may be removed from employment upon written notice from the Hospital. The nurse will have fifteen calendar days to provide availability, prior to termination.

G. "Probationary nurse" is defined as a nurse who has not completed a probationary

period of ninety (90) calendar days from date of employment for full-time and part-time nurses and one hundred fifty (150) calendar days from date of employment for relief and intermittent nurses. The probationary period may be extended up to sixty (60) days by written mutual agreement of the manager and nurse.

H. “Temporary nurse” is a nurse filling a temporary position not exceeding ninety (90) calendar days *or* hired as a replacement for an employee with reinstatement rights provided by applicable federal or state law or hired for a position on a temporary assignment. A temporary position is not posted under Article 9 unless it is expected to last more than ninety (90) calendar days. In a situation presenting an unexpected staffing need, the Hospital may assign a nurse on an interim basis while following the posting requirements of Article 9.

## ARTICLE 5. NURSE ORIENTATION

The Hospital agrees to provide a new-employee orientation to all newly-hired bargaining unit nurses. The objectives of the orientation process shall include, but not limited to, the following:

1. To familiarize new nurses with the objectives and philosophy of the Hospital.
2. To familiarize new nurses with nursing services provided by the Hospital.
3. To orient new nurses to the nurse's job description and responsibilities at the Hospital.
4. To orient new nurses to Hospital policies and procedures.

The orientation shall be based upon the experience, qualifications and expressed needs of the nurse and shall be concluded before the nurse is counted in the staffing complement of the unit. The nurse will meet with the preceptor and nurse manager on a weekly basis during orientation. Documentation of such meetings via the Weekly Orientation Performance Feedback Record will be provided to a designated Association nurse representative. The decision to take a nurse off of orientation will be made by consensus of the nurse, preceptor and nurse manager. In the event that there are unresolved issues during the orientation period or a consensus cannot be reached to end orientation, the issue(s) and/or case will be reviewed by the ~~Chief Nurse Executive~~ ~~Chief Clinical Officer~~, who will have the final decision-making authority.

## ARTICLE 6. WORK SCHEDULE

Section 1. A normal workday shall consist of eight (8) hours excluding lunch. One fifteen (15)-minute paid rest period will be taken every four (4) hours worked, or major portion thereof. One thirty (30)-minute unpaid meal period will be taken every eight (8) hours worked, or major portion thereof.

It is understood by the Hospital and the Association that every reasonable attempt will be made to provide nurses with required breaks, and that it is the expectation that nurses will take required breaks.

If a nurse is unable to take his/her break as scheduled, or is interrupted, s/he shall contact the unit's charge nurse/PCC, manager/supervisor or house supervisor, who shall make every reasonable attempt to have the nurse relieved as soon as possible.

Managers or supervisors, or their designee, shall schedule nurses' meal periods. Nurses will be responsible for taking meal periods when scheduled, unless urgent/emergent patient care needs require otherwise. If a nurse is unable to take his or her meal period as scheduled, or is interrupted, the nurse he/she shall contact a manager or supervisor immediately (or as soon as possible if engaged in an urgent/emergent patient care need), who The manager/supervisor or house supervisor shall make arrangements to have the nurse relieved as soon as possible. A nurse who does not receive a thirty (30)-minute uninterrupted meal period during a shift of eight (8) or more hours shall be paid for the time worked by entering a "missed meal" in Kronos.

**Mandatory Missed Meals:** If a nurse has not had a meal period within four-and-a-half (4.5) hours after the start of the shift and ~~after~~ ~~informing~~ his or her nurse manager or the house ~~nursing~~ supervisor about that fact immediately (or as soon as possible if engaged in an urgent/emergent patient care need), and is then told by the nurse manager or the house supervisor that the nurse he/she will not be able to ~~begin~~ ~~take~~ ~~the~~ meal break prior to ~~six~~ ~~five~~ and one-half (6.5) hours after the start of the shift, the nurse will be paid a premium of ten dollars (\$10) for that day. The nurse manager or house ~~nursing~~ supervisor must note the requirement for the nurse to work through meal period on an exception sheet (or initial the employee's notation) for the premium payment to be made. Payment will be included in the next regular paycheck.

**Nursing mothers:** Nursing mothers will receive an additional fifteen (15) minutes of unpaid time per rest break in order to express milk, and will be provided a private location in which to do so.

**Hospital-laundered clothing:** Nurses who are required to wear Hospital-laundered uniforms in order to perform their assigned work will be given a maximum of seven (7) minutes after the beginning of their regular shift and seven (7) minutes prior to the end of their regular shift to clean up and change clothes.

Section 2. The basic work period (pay period) shall be eighty (80) hours every two-week period, beginning at 2245 hours every other Saturday.

For alternative work schedules other than eight (8) hours per day, the Hospital may designate a workweek of forty (40) hours in seven (7) days beginning at 2245 hours every Saturday.

Section 3. Nurses will not be scheduled to work three (3) consecutive weekends without their written approval. Nurses shall be scheduled to receive every other weekend off whenever possible. Nurse will be informed prior to the posting of the final schedule if she is required to work two (2) weekends in a row.

Section 4. Weekend or alternative schedules, requested in writing by the nurse, may be arranged by mutual agreement with the Hospital.

Section 5. Work schedules shall be posted by the 15<sup>th</sup> of the prior month.

Section 6. Nurses who are scheduled to report for work, and who are permitted to come to work without receiving a minimum of two (2) hours' prior notice that no work is available in their regular assignment, shall perform any nursing work to which they may be assigned and for which the Hospital has determined they are qualified on the basis of relevant skill, education and nursing experience. When the Hospital is unable to utilize such nurse and the reason for lack of work is within the control of the Hospital, the nurse shall be paid an amount equivalent to four (4) hours at step wage plus applicable differential. A nurse who was scheduled to work less than four (4) hours on such day shall be paid for regularly-scheduled number of hours of work for reporting and not working. The provisions of this Section shall not apply if the lack of work is not within the control of the Hospital or if the Hospital makes a reasonable effort to notify the nurse by telephone as stated above in this Section.

Section 7. It shall be the responsibility of the nurse to notify the Hospital of the nurse's current address and telephone number. Failure to do so shall excuse the Hospital from notification requirements and the payment of the above minimum guarantee.

Section 8. Shift Rotation. Shift rotation is defined as a schedule deviation outside of a full-or part-time nurse's primary shift. For example, a nurse's primary shift is day shift but is scheduled a night shift. In the event that a manager must consider shift rotation, the manager shall first assign rotation on a voluntary basis, then in order of reverse seniority unless the less senior nurse does not possess the necessary skill set or experience.

## ARTICLE 7. FLOATING

A nurse shall float but is not required to take a patient assignment without proper orientation. Nurses who are working the day as an extra shift at request of the Hospital may request to be docked in lieu of floating. However, all nurses are able to provide basic nursing care. Unit-specific orientation will be done when adequate staff is available to train. ~~The Hospital shall minimize floating.~~ When floating is necessary, the Hospital will rotate floating equitably considering experience and training of available nurses. In making floating assignments among nurses who have reported to work a shift, the Hospital will make a reasonable effort to assign floating responsibilities to any nurses who have registered a willingness to float so long as the Hospital has determined such assignment will be consistent with sound nursing care.

If a nurse is required to float, the nurse will be paid an additional one dollar (\$1.00) an hour. In order to receive float differential pay, the nurse must accept a patient assignment.

## ARTICLE 8. REQUESTS OFF

Section 1. The Hospital attempts to grant requests for planned days off. Scheduling of such requests is determined by the needs of the Hospital as determined by the appropriate manager. Such requests shall not be unreasonably denied.

Section 2. All requests off must be made to the manager a minimum of ~~four~~<sup>two</sup> (4<sup>2</sup>) weeks but no more than twelve (12) months prior to posting the work schedule, ~~unless there are unforeseen circumstances.~~ Employees must note on the request whether they will have enough Earned Leave for the duration of the requested time off. All requests off for periods longer than six (6) calendar days will be posted in the department and held open for a minimum of fourteen (14) calendar days. The manager shall respond in writing within three (3) calendar days after the posting period with either an approval or denial of the request with explanation. All requests for time off that are for six (6) calendar days or less shall be approved on a first come, first served basis. Denied requests shall be held open and shall be first in line for approval if operational needs permit approval of the request.

Section 3. Approvals of requests off are subject to the nurse having enough Earned Leave to cover the requested time off at the time it is taken.

Section 4~~3~~. Nurses may request to use seniority to bump a vacation request during the fourteen (14) day posting period referenced in Section 2, above and when requests for shorter length are submitted on the same day. ~~In the event two (2) or more nurses request the same period of time off, the most senior nurse shall have preference.~~ A nurse cannot exercise this right of seniority more than once per year ~~in a two-year period.~~ Once an employee's request for time off has been granted, that request will not later be rescinded unless the nurse does not have enough Earned Leave to cover the time off as provided in Article 19.

Section 5~~4~~. Nurses who are unable to report to work as scheduled shall advise the nurse supervisor/manager, as appropriate, at the earliest possible time, but no later than two (2) hours prior to the start of the shift, of their inability to report to work.

## ARTICLE 9. JOB POSTINGS

Section 1. When a bargaining unit position becomes available, ~~including temporary positions expected to last more than ninety (90) days,~~ the Hospital shall post the position online for ~~seventeen (17)~~ ~~(710)~~ days before filling the position. Nurses must apply ~~online in writing~~ to be considered for the position. ~~All postings will be displayed on the notice board by each time clock.~~ The Hospital will also provide a copy of the postings to the designated Association nurse representative. ~~The Hospital will acknowledge each nurse's application by email within seven (7) days.~~

Section 2. The Hospital shall award the position to nurse applicants who meet the minimum qualifications for the position, as stated in the job posting, and who have had successful evaluations. Written discipline within the last twelve (12) months may be considered at the Hospital's discretion when awarding a position. Subject to the foregoing, position shall be awarded to applicants who meet the minimum qualifications for the position, as stated in the job posting, in the following order:

A. The most senior nurse who has completed their probationary period and works (home department) on the unit where the position is posted.

B. If there is no such nurse applicant on the unit, then the most senior nurse in the bargaining unit.

C. If there is no such nurse applicant in the bargaining unit, then the nurse outside the bargaining unit.

~~————D.——~~ The name of the applicant who ~~is awarded~~ ~~fills~~ the job will be provided to the designated Association nurse representative.

Section 3. Temporary positions expected to last more than ninety (90) calendar days shall be posted for ~~seven (7)~~ ~~five (5)~~ calendar days before they are filled, although the Hospital may assign any nurse to the position during the posting period.

Section 4. Posting requirements do not apply to interim fills or temporary positions not expected to last more than ninety (90) calendar days. In appropriate circumstances, bargaining unit nurses may be given the opportunity to fill any unscheduled shifts prior to contracting hours to agency or traveler nurses.

A. An interim fill results from an unexpected opening or an opening which exists as a result of the temporary absence of a nurse who has the right to return to the same position (such as an opening which exists during a nurse's vacation).

B. A temporary position is a vacancy which is not expected to last more than ninety (90) calendar days and for which there is no incumbent.

C. At the point that the nurse who has the right to return to the position gives notice of their intent not to return or a temporary position is found to be necessary to be regular, the Hospital shall post the position in accordance with this Article.

Section 5. The Hospital will also post notices of any vacancies in nursing positions outside the bargaining unit. It is recognized, however, that non-bargaining unit positions are filled without regard to this Agreement.

Section 6. When a nurse accepts a position in another department, they will receive a performance review within ninety (90) days of the transfer. For relief and/or intermittent nurses, the Hospital, in its discretion, may extend the period in which to provide a performance review by up to six (6) months if the Hospital determines that the nurse has not worked enough hours to be properly evaluated.

## ARTICLE 10. SENIORITY

Section 1. Seniority shall continue to be calculated on length of continuous employment with the Hospital based on cumulative hours of service. Hours of service include: regular, over-time, earned leave, education, dock, dock standby, compassionate leave, jury duty, and call-back.

Section 2. A nurse shall lose all seniority rights for any one or more of the following reasons:

- A. Voluntary resignation.
- B. Termination for just cause.
- C. Voluntary break in service of six (6) months or more.
- D. Voluntary break in service due to illness of eighteen (18) months.
- E. Layoff for a continued period of more than one (1) year.
- F. Failure to return to work within five (5) calendar days after being recalled by registered mail, return receipt requested, unless due to illness or accident.
- G. Failure to return when scheduled from approved leave of absence.

## ARTICLE 11. NURSE SAFETY

Section 1. Data from the surveillance cameras, locator devices, and/or tracking devices will not be the sole determining factor used for employee evaluation or disciplinary action ~~except in the case of illegal activity.~~

Section 2. The Hospital agrees to make reasonable and proper provisions for the maintenance of appropriate standards of health and safety in the workplace including ~~the minimum staffing levels as called for in ORS 441.162,~~ a Written Staffing Plan for Nursing Services, to promptly review unsafe conditions brought to its attention, and to correct them as necessary. The nurses acknowledge their responsibility to observe safety policies and procedures established by the Hospital or mandated by state or federal laws or regulations related to employees' job or work areas. The Hospital acknowledges its responsibility to appropriately train all nurses regarding the Hospital's safety policies, procedures, and state/federal laws and regulations. The Hospital and the Association agree that nurses have the right to give input into the safety program of the Hospital.

## ARTICLE 12. LAYOFFS/RECALL

### Section 1. Layoffs shall occur as follows:

A. Short-term layoffs: Staffing adjustment to low census or other temporary adjustments of less than fifteen (15) consecutive calendar days shall occur [in the order listed in Article 35](#) as follows:

~~1. Agency Nurse.~~

~~2. Nurses who are working the day as an extra shift at the request of the Hospital will be offered the opportunity first.~~

~~3. Volunteers from shift and work unit.~~

~~4. Intermittent/casual:~~

~~a. Temporary.~~

~~b. Probationary.~~

~~5. Relief:~~

~~a. Temporary.~~

~~b. Probationary.~~

~~6. Rotation among full-time and part-time nurses from shift and work unit so that available hours are distributed as equitably as possible.~~

~~7. A nurse may be laid off out of rotation if the Hospital determines the nurse is not qualified to perform the work of the unit during the layoff or does not possess special skills related to the unit which are possessed by another nurse, provided the Hospital's determination shall not be arbitrary or capricious.~~

~~B. Long term layoffs:~~ Staffing adjustments which are expected to exceed fifteen (15) consecutive calendar days shall occur as follows:

1. Agency Nurses.

2. Volunteers from the shift and work unit.

3. Intermittent/~~casual~~ nurses from shift and work unit who shall be laid off in the following order:

a. Temporary.

b. Probationary.

4. Relief nurses from shift and work unit who shall be laid off in the following order:

- a. Temporary.
- b. Probationary.

5. Part-time and full-time nurses in following order:

- a. Temporary.
- b. Probationary.
- c. Regular by shift and work unit on seniority basis.
- d. A more senior nurse may be laid off out of seniority if the Hospital determines the nurse is not qualified to perform the work on the unit during the layoff or does not possess special skills related to the unit which are possessed by a less senior nurse, provided the Hospital's determination shall not be arbitrary or capricious.

e. A nurse who is laid off may exercise seniority over the least senior nurse in another patient care unit or on another shift so long as the nurse meets the standard set forth in the prior paragraph. The bumped nurse may exercise seniority, if any. The nurse so displaced shall be placed on layoff status.

f. The nurse shall have seven (7) calendar days from the time of notification of layoff to exercise seniority in the above manner by delivery of written notice to the Director of Human Resources. If seniority is not exercised in this manner, the nurse shall be placed on layoff.

C. Recall:

1. Nurses laid off shall be recalled to work in their shift and work unit in the reverse order of layoffs.

2. A nurse laid off shall, if recalled within one (1) year, be restored to their former step and shall not lose seniority.

## ARTICLE 13. LEAVE OF ABSENCE

Section 1. Personal Leave of Absence. A leave of absence without pay, not to exceed ninety (90) calendar days, may be granted at the discretion of the Hospital, in accordance with Hospital policy. The nurse shall not forfeit any accrued rights during an authorized leave of absence, without pay, but likewise the nurse shall not accrue any rights during such leave.

A request for a leave, extension of the leave and approval shall be in writing. The request will include reasons for the leave. The nurse will give the Hospital as much notice as possible when requesting leave.

Section 2. Military Leave. ~~Military leaves will be provided in accordance with applicable law and Hospital policy. Nurses who are ordered to or volunteer to attend annual military training may take a leave of absence for the length of such training. Military leaves for annual training are without pay unless otherwise required by law. Service Papers must be presented to Department/Manager/Supervisor and Human Resources before any such leave is taken.~~

Section 3. Compassionate Leave. Full-time, part-time and relief nurses will be granted three (3) paid scheduled days off in the event of a death in the nurse's immediate family, i.e., father, mother, brother, sister, wife, husband, same sex domestic partner (must cohabitate at the same address and not be married to another person), children, (including current in-laws and step), grandparents, and grandchildren. This Section applies if request is made within fourteen (14) calendar days of death. In the case of a family death out of town, reasonable unpaid leave of absence will also be given when required. Compassionate leave will be paid at step wage plus shift differential. ~~Compassionate Leave taken under this provision will run concurrently with any bereavement leave to which a nurse may be entitled under the Oregon Family Leave Act.~~

### Section 4. Family and Medical Leaves.

~~A.—~~Nurses may be eligible for leaves of absence under the Oregon Family Leave Act and/or the federal Family and Medical Leave Act and the Hospital's ~~Family and Medical Leaves of Absence Policy (Family and Medical Leaves section).~~ The purpose of the Family and Medical Leave ~~section of the~~ Leaves of Absence Policy is to enable nurses to take reasonable leaves of absence for medical reasons, for the birth or adoption of a child, for the placement of a foster child, and for the care of a child, spouse, (grandparent, grandchild, same

sex domestic partner – Oregon Leave only), parent, or parent-in-law who has a serious health condition, and for any other reason covered by state or federal law. Family and medical leaves will be provided in accordance with applicable law and the Hospital's Leaves of Absence Policy (Family and Medical Leave section), which ~~this policy~~ is intended to comply with federal and state laws regulating such leaves of absence ~~this practice~~. The Hospital's Leaves of Absence Policy is available from CMH TV, PolicyTech, Policy No. 8650-714.

~~———— B. ——— Eligible nurses include full and part time nurses who meet each of the following criteria. The eligible nurse:~~

- ~~1. ——— has been employed for at least one hundred eighty (180) days or more before the first day of the family medical leave request (for Oregon Leave) and twelve consecutive months (for Federal Leave).~~
- ~~2. ——— has worked an average of twenty five (25) or more hours per week as of the day before the request (for Oregon Leave) and 1250 hours in the previous twelve (12) months (for Federal Leave) for family medical leave is made. The Oregon Leave average will be calculated over the one hundred eighty (180) days preceding the request for leave.~~

~~———— C. ——— A nurse is entitled to take family medical leave in the following situations:~~

- ~~1. ——— in the event of birth or adoption of a child (including placement of foster child with State involvement) within twelve (12) months of the event.~~
- ~~2. ——— to care for spouse, child or parent (grandparent, grandchild, same sex domestic partner, and parents or child of an employee's same sex domestic partner — Oregon Leave only) with a "serious health condition."~~
- ~~3. ——— to care for a parent in law with a "serious health condition." The amount of leave for caring for seriously ill parents in law is restricted to no more than twelve (12) weeks of unpaid leave over a period of twenty four (24) months. Also, if the condition is not life threatening OR another family member is taking family leave to care for the same family member OR another family member is available to care for the sick parent in law, family leave may not be granted.~~
- ~~4. ——— when the nurse is unable to perform essential functions of job because of a "serious health condition."~~
- ~~5. ——— an employee who is the spouse, son, daughter, parent, or next of kin of a covered member of the Armed Forces, National Guard or Reserves, or of a covered veteran, to care for such service member who is recovering from a serious illness or injury incurred on active duty, or to care for a covered veteran undergoing medical treatment, recuperation or therapy for a serious illness or injury that was sustained while serving on active duty at any time up to five (5) years preceding the treatment ("military caregiver leave"), consistent with Federal Law.~~
- ~~6. ——— for a qualifying exigency arising out of the employee's spouse's, child's or parent's active duty, or call to active duty in the Armed Forces, National Guard or Reserves ("qualifying~~

exigency military leave”), consistent with Federal Law.

~~7. — to provide home care for a sick child who does not have a serious health condition (Oregon Leave only). Sick child leave is available only if there is no other family member available to care for the sick child.~~

~~8. — for up to fourteen (14) regularly scheduled workdays per deployment arising out of the employee’s spouse’s or registered domestic partner’s active duty or call to active duty in the Armed Forces, National Guard or Reserves (Oregon Leave Only).~~

~~—— D. — In situations where the need for medical leave is known, nurses must give thirty (30) days’ written notice to take family medical leave by filling out and turning in the “Request for Family Medical Leave” form and the “Certification by Physician or Practitioner.” Forms are located in the Human Resource Office. In the case of an emergency situation where there is no opportunity to give notice, a nurse must notify his/her manager/supervisor of the intent to take family medical leave immediately and must deliver the completed Request for Family Medical Leave form and the Certification by Physician or Practitioner to Human Resources as soon as possible.~~

~~—— E. — All requests for family medical leave must be submitted on the Hospital form “Request for Family Medical Leave” and accompanied by the “Certification by Physician or Practitioner” form for medical leaves.~~

~~—— F. — All requests for family medical leave must be verified by a medical professional by using the “Certification by Physician or Practitioner” form. In the case of adoption, family medical leave must be verified by a legal representative who can attest to the validity of the adoption. In the case of placement of a foster child, a representative of the agency making the placement can verify the request.~~

~~—— G. — Nurses are entitled to take up to twelve (12) weeks of family medical leave under FMLA and/or OFLA (or more as provided by state and federal law) during a twelve (12) month period. The “week” is the nurse’s normal workweek schedule. When an employee is eligible for family medical leave under both FMLA and OFLA, the two leaves will run concurrently.~~

~~—— H. — A nurse must take a minimum of forty (40) hours per pay period until their EL bank is one hundred twenty (120) hours or less. At that time the nurse can choose whether or not to use EL.~~

~~—— I. — If medically necessary, family medical leave may be taken on a reduced or intermittent schedule. Details of the proposed schedule should be attached to the “Request for Family Medical Leave” form and should be verified by the certifying physician or practitioner on the “Certification by Physician or Practitioner” form.~~

~~J. For Federal Leave, the Hospital will continue to pay its share of the nurse's medical benefits during family medical leave. However, nurses will be required to pay their regular contribution for dependent premiums during this period. Failure to make any required payment for dependent coverage within thirty (30) days of its due date will result in benefit discontinuance.~~

~~K. If a nurse fails to return to work at the end of the leave period, he/she will be responsible to reimburse the Hospital for the cost of Hospital provided health insurance premiums during the unpaid leave period, unless she/he fails to return to work because of circumstances beyond nurse's control.~~

~~L. A nurse who takes family medical leave is entitled to return to the same or an equivalent job with equivalent benefits, pay and other terms and conditions of employment.~~

~~Section 5. Definitions.~~

~~Serious Health Condition. The definition of "serious health condition" is an illness, injury, impairment or condition that meets one of three criteria:~~

~~a. It requires at least an overnight stay in a hospital, hospice or other residential medical institution.~~

~~b. It involves an absence from work or other daily activity for more than three days and requires continuing treatment or supervision by a healthcare provider.~~

~~c. It is a chronic or long term illness that is incurable or so serious that if untreated would probably lead to more than three (3) days' incapacity and which requires continuing medical treatment or supervision.~~

~~Family Medical Leave covers absence for treatment for substance abuse but does not cover absence caused by substance abuse. Family medical leave is not intended to cover short-term illnesses, routine physical examination or elective medical procedures that do not require a hospital stay.~~

~~Twelve (12) Month Period: The twelve (12)-month period will be measured forward from the date leave begins.~~

~~Family Members: The definition of "family members": The following are considered "family members" under both Federal FMLA and Oregon OFLA leave:~~

~~a. Spouse.~~

~~b. Common law husbands and wives.~~

~~c. Biological, adopted and foster children under 18.~~

~~d. Anybody under 18 who is treated as the nurse's child, which might describe the child of a spouse or domestic partner, or a grandchild who lives with the nurse.~~

e. ~~Disabled children of any age—those who have a physical or mental impairment and who require supervision or active help in performing several activities of daily living.~~

f. ~~Nurse's parent.~~

g. ~~Anybody who treated the nurse as a son or daughter when the nurse was under 18 or disabled.~~

~~The following additional family members are for Oregon OFLA Leave only:~~

h. ~~Nurse's same sex domestic partner.~~

i. ~~Nurse's parent in law~~

j. ~~Nurse's grandparent~~

k. ~~Nurse's grandchild~~

l. ~~parent of nurse's same sex domestic partner~~

m. ~~child of nurse's same sex domestic partner~~

n. ~~Non-disabled child over age 18 (for serious health condition leave only)~~

~~Section 6. Other Leaves. The Hospital will provide other leaves of absence required by applicable state and federal laws and regulations. The Hospital will also comply with all applicable laws concerning return to work and reinstatement of such nurses.~~

~~Section 7. Reinstatement. Notification of return to work is required two (2) weeks prior to posting the next work schedule when such return date can be reasonably anticipated. When the nurse returns to duty the nurse shall be reinstated in the same shift, category and department in which the nurse was employed. If conditions have so changed that this would be unreasonable, the Hospital will reinstate the nurse in a comparable position. The nurse will be given first consideration for the nurse's former position when a vacancy occurs. The parties agree that if the nurse's position has been eliminated for reasons unrelated to family medical leave, the foregoing shall not apply and the nurse may be laid off in accordance with Article 12 of this Agreement.~~

~~Section 8. Insurance. A nurse placed on an authorized leave must pay the required premium necessary to continue group health coverage during the period of leave, unless otherwise required by federal or state law.~~

## **ARTICLE 14. EMPLOYMENT STATUS; DISCHARGE AND DISCIPLINE**

Section 1. Voluntary Resignation. A nurse who wishes to resign from employment must submit a written notice of resignation to his/her manager with a copy to Human Resources at least fourteen (14) calendar days in advance of the resignation date.

Section 2. Involuntary Termination with Notice (Permanent Layoff). The Hospital will provide fourteen (14) calendar days' advance notice of termination of employment when such termination is due to a permanent layoff. In the event of such permanent layoff, nurses will be terminated in the order provided in Article 12, Section B for long-term layoffs, and shall have all rights granted under that section. If less than fourteen (14) calendar days' notice is given, the Hospital will pay the nurse through the 14<sup>th</sup> calendar day after notice at the nurse's step wage for normally-scheduled hours, up to a maximum of eighty (80) hours' pay. There is no credit for earned leave on such pay. The Hospital's compliance with this provision does not excuse its compliance with any applicable federal, state or local law.

Section 3. Termination for Just Cause. A nurse may be disciplined or discharged only for just cause, provided, however, that a nurse may be terminated during his/her probationary period at the sole discretion of the Hospital and without recourse to the grievance procedure by the nurse or the Association. A nurse who is terminated for just cause is not entitled to prior notice of termination or to pay in lieu of notice.

Section 4. Discipline – Verbal Warnings – Reprimands – Association Representation. Nurses may be disciplined only for just cause. If the Hospital has reason to verbally reprimand, or discipline a nurse in writing, the nurse shall have the right to the presence of an Association representative. The determination of just cause is the responsibility of the manager and/or Hospital Administration.

## **ARTICLE 15. DRUG & ALCOHOL POLICY**

Section 1. Philosophy. In keeping with the Hospital's mission to create an environment of caring, the Hospital recognizes alcohol/drug abuse as a treatable disease with serious consequences for its nurses, their co-workers, and the patients who trust the Hospital for their care. Therefore, all attempts will be made, within the scope of the affecting laws, to provide a safe and healthy work environment free from the effects of alcohol and drugs.

Nurses are encouraged to seek evaluation and treatment for substance abuse problems. Nurses may obtain confidential evaluation and counseling through the Employee Assistance Program (EAP) and may be eligible for treatment through the Hospital's medical insurance policy.

Section 2. Objective. To inform nurses that involvement with alcohol and drugs on the job, and in some circumstances off the job, where job performance is diminished is prohibited and that submission to alcohol/drug testing may be required as a condition of continued employment.

Section 3. Purpose. Nurses will follow the Hospital's Drug & Alcohol Policy (No. 8610.759). The Hospital will provide the Association at least thirty (30) calendar days prior written notice that changes are contemplated and an opportunity to meet to negotiate any proposed revisions. The Association agrees not to unreasonably withhold agreement to such revisions. The absence of the Association's agreement shall not prevent the Hospital from implementing revisions in the Drug & Alcohol Policy for other employees.

## ARTICLE 16. GRIEVANCE PROCEDURE (TA 5/4/16)

Both parties are encouraged to meet and resolve differences prior to initiating the following grievance process. The nurse may be represented by the Association at any step in the grievance procedure at the request of the nurse. Probationary nurses may not grieve terminations.

Any grievance or dispute which may arise between the parties regarding the loss of any employment rights or benefits, or the application, meaning or interpretation of this Agreement shall be settled as described below:

- Step 1: The nurse shall take up the grievance or dispute with the nurse's manager by written notice within twenty-one (21) calendar days of its occurrence or twenty-one (21) calendar days of when the nurse could reasonably be expected to know of the occurrence, or the dispute shall be waived. The manager shall meet with the nurse within fourteen (14) calendar days of receipt of the grievance in an attempt to settle the matter. The manager shall respond to the nurse within seven (7) calendar days after the meeting.
- Step 2: If the grievance has not been settled at Step 1, it may be presented in writing to the ~~Director~~Manager of Human Resources within fourteen (14) calendar days of the response from the manager. The ~~Director~~Manager of Human Resources shall schedule to meet with the grievant and the grievant's representative within fourteen (14) calendar days after the receipt of the grievance. The ~~Chief Nurse Executive~~Chief Clinical Officer will attend the Step 2 meeting if the grievance involves a clinical nursing issue. Following this meeting, the ~~Director~~Manager of Human Resources will respond within seven (7) calendar days in writing to the grievant with a copy to the Association representative. Any Association grievances shall be introduced at this step. An Association grievance must affect a class of nurses (i.e., department, shift, classification) rather than an individual nurse.
- Step 3: If the grievance has not been settled at Step 2, it may be presented in writing to the Chief Executive Officer within fourteen (14) calendar days of the response from the ~~Director~~Manager of Human Resources. The Chief Executive Officer shall schedule to meet with the grievant and the Bargaining Unit Grievance Committee and/or the Association representative within fourteen (14) calendar days after receipt of the grievance. Following this meeting, the Chief Executive Officer will respond within fourteen (14) calendar days in writing to the Grievant with a copy to the chairperson of the Grievance Committee.
- Step 4: If the grievance is still unsettled, the Association may request arbitration by written notice to the Hospital within thirty (30) calendar days of the response from the Chief Executive Officer.

These time limits may be extended by mutual agreement of the parties.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Hospital and the Association within seven (7) calendar days after notice has been given. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a list of five (5) arbitrators. Both the Hospital and the Association shall alternately strike names from the list until one name is remaining. The remaining person shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his or her decision within thirty (30) days after the conclusion of testimony and arguments.

Expenses for the arbitrator's services shall be borne by the losing party as determined by the arbitrator. Each party shall be individually responsible for any compensation to its own representatives and witnesses and any other expenses it incurs, unless the parties mutually agree to share such other expenses. If either party desires a reported record of the proceedings, it shall pay the cost of the copy. The other party shall receive a copy of the transcript upon paying one-half the court reporter's fee for providing a transcript to each party and to the arbitrator.

## ARTICLE 17. PROVIDER CONCERNS (TA 5/4/16)

The Hospital will respond to nurse(s) who believe they have been subjected to inappropriate behavior by healthcare providers on staff. The nurse will discuss the concern with his/her nurse manager and the Director of Nursing and/or Chief Nurse Executive~~Chief Clinical and Quality Officer~~. A written response will be provided within fourteen (14) days.

**ARTICLE 18. SHARED GOVERNANCE PROFESSIONAL NURSING CARE COMMITTEE**

—The Association and the Hospital recognize that safe, quality patient care is built upon collaborative relationships between direct patient care nurses and nursing leadership. It is recognized that structures supporting nursing autonomy, involvement and participation in decision making create a highly engaged and productive practice environment. In addition, both parties agree that shared governance is a successful, evidence based approach for fostering collaborative relationships between direct patient care nurses and nursing leadership, provides a venue in which to recognize the value and responsibility of professional nurses in the development of care delivery systems within which quality cost efficient care is provided, and recognizes the legal and regulatory accountability of the registered nurse. It is recognized that resolution of issues at the point of care and in a timely manner are in the best interests of both parties and patients.

Section 1. Professional Nursing Practice Committee.

The purpose of the Professional Nursing Practice Committee (PNCC) is to achieve excellence in nursing care by promoting advancement of professional nursing practice throughout CMH that is both patient and family centric. PNCC works in cooperation with the General Safety (EOC) Committee and reports through the Quality Practice & Patient Safety Council. ~~The Professional Nursing Care Committee (PNCC) shall be composed of nurse representatives and Hospital Administration,~~ will meet quarterly and as needed ~~to discuss matters of interest and concern,~~ and will function in an advisory capacity to nursing leadership, the Hospital, the Nurse Staffing Committee, and Unit Based Nurse Practice Councils (UBNPC) on matters of professional nursing practice, nurse staffing as it relates to care delivery systems, and patient safety. In no event will the committee engage in any grievances, negotiations or reinterpretation of the contract. Responsibility for developing staffing plans, reviewing staffing systems, and complying with applicable laws and regulations, such as SB 469 and all applicable Division 501 OARs, rests with the Nurse Staffing Committee.

~~The nurse representatives on the Committee will consist of up to six (6) nurses selected by the bargaining unit from diverse areas of the Hospital.~~

The objectives of the Committee shall be:

- A. ~~To consider constructively the practice of nurses~~ To lead the development , integration, promotion, and modeling of the CMH Nursing Model of Care;
- B. To work constructively in collaboration with nursing leadership for the improvement of patient care and nursing practice;
- C. To provide a forum that stimulates innovative thinking among direct care nurses and nursing leadership regarding integrating nursing research and evidence into current practices

D. To provide a forum in which process improvement projects and strategic goals are discussed and direct care nurses' insight and input is obtained

~~E.~~ To recommend to the Hospital ways and means to improve the quality, safety, efficiencies and effectiveness of patient care;

F. To ~~and~~ assist in the research, evaluation, design, implementation planning, and sustainability of process improvement projects, organizational strategic goals, and hospital approved committee ~~in any changes it recommends;~~

~~. D. To work collaboratively with the Staffing Committee to address issues of patient care and nursing practice that are related to staffing. Responsibility for developing staffing plans, reviewing staffing systems, and complying with applicable laws and regulations, such as HB 2800, rests with the Staffing Committee.~~

~~—To facilitate communication between staff nurses and nursing administration~~

~~C.~~

~~E. To exclude grievances or any matters involving interpretation of this Agreement from its discussions.~~

~~The Committee will objectively recommend measures to improve patient care. The Hospital will consider PNCC such recommendations and will advise the Committee of any action taken within thirty (30) days of receiving the recommendation(s) at the following meeting.~~

## Structure

PNCC Direct Care Nurse members will consist of up to eight (8) nurses selected by the bargaining unit from diverse areas of the Hospital, to include one (1) Chair from each UBNPC. These nurses shall also be accountable as the conduit for communication between PNCC and direct care nurses, and UBPCs.

Nursing Leadership members will consist of the Chief Nurse Executive and up to five (5) nurse leaders selected by the Chief Nurse Executive.

The direct care nurse members will be paid ~~a maximum of eighttwo-~~ (82) hours each quarter at regular rate of pay (unless federal overtime rules apply) to attend ~~a~~ PNCC meetings and up to three (3) hours each quarter to perform the work of the committee. Additional hours for committee work at the request of the committee must be approved by the nurses' manager.

~~Agenda and minutes will be kept.~~ Other nurses may attend meetings of the PNCC on their own time, subject to meeting space. ~~However, if the PNCC requests a nurse to attend a PNCC meeting, the nurse will be paid for attending.~~

A charter will be developed and updated as needed. The charter will contain specific elements

that govern the structure and functions of the committee, to include member and leadership selection processes, roles and responsibilities, decision making processes, and meeting logistics. A Direct Care Nurse shall serve as council chair. Agenda and minutes will be kept. The Hospital shall provide administrative support to schedule meetings, distribute agendas, and record and distribute minutes.

## Section 2: Unit Based Nurse Practice Councils (UBNPC)

UBNPC are foundational for shared governance at the unit level and provide a formal structure for collaborative process improvement activities and shared decision making. Each department of nursing services is encouraged to implement a UBNPC.

UBNPCs shall consist of a maximum of 10% and no fewer than two (2) members of the unit's direct care nurses and the unit's manager and/or supervisor. A direct care nurse shall serve as UBNPC Chair.

UBNPCs shall develop and maintain a charter, which includes a purpose statement, a process for membership selection and rotation, roles and responsibilities, goals and objectives, decision-making processes, and meeting logistics.

UBNPC members shall be paid two (2) hours a month for meetings and for relevant work done outside of meeting time that is preapproved by the member's manager. At the manager's discretion, UBNPC members may be relieved from regular duty to attend UBNPC meetings on work time. Other nursing staff may attend meetings on their own time, space permitting.

UBNPC members are accountable to gather relevant input, ideas, and information from nursing care staff and others to bring forward to the council for discussion.

It is the intention of both parties that direct care nurses and nurse managers work together on decisions affecting nursing and nursing care and that issues be resolved at the unit level. Issues which cannot be satisfactorily resolved at the UBNPC level may be forwarded to the PNCC for further discussion and evaluation. Final decisions remain the province of Hospital management.

## ARTICLE 19. EARNED LEAVE

Section 1. Earned leave (EL) is time earned for paid time off which shall be used to cover all absences from work ~~can be used as a nurse determines it best fits personal needs and desires~~. Such earned leave is in lieu of vacation, sick leave and holidays. Because the use of earned leave is meant to offset a nurse's ~~regularly~~-scheduled hours, the use of earned leave (other than cash-out) cannot cause the employee to exceed their ~~regularly~~-scheduled hours plus any additional unscheduled time worked, or eighty (80) hours per pay period (~~seventy-one~~~~sixty-four~~ (71~~64~~) hours for part-time employees), whichever is less.

A nurse must use earned leave each pay period to cover absences from scheduled shifts (shifts that appear on the monthly schedule, including traded shifts, but not including call shifts).

When requesting time off, nurses must use sufficient earned leave hours in each pay period to maintain the minimum number of hours required for their personnel category as defined in Article 4 (including worked hours, earned leave hours paid, and unpaid dock hours).

Section 2. Full-time and part-time nurses accrue earned leave at the following rates (relief and intermittent ~~casual~~ and temporary nurses do not accrue earned leave).

1<sup>st</sup> through 5<sup>th</sup> year of employment-  
0.108 hour earned leave accrued/hour.  
(Approximately 28 days/year-for a nurse employed 2,080 hours per year).

6<sup>th</sup> through 10<sup>th</sup> year of employment-  
0.127 hour earned leave accrued/hour.  
(Approximately 33 days/year-for a nurse employed 2,080 hours per year).

11<sup>th</sup> through 14<sup>th</sup> year of employment-  
0.146 hour earned leave accrued/hour.  
(Approximately 38 days/year-for a nurse employed 2,080 hours per year).

15<sup>th</sup> year of employment and each year of employment thereafter-  
0.154 hour earned leave accrued/hour.  
(Approximately 40 days/year-for nurse employed 2,080 hours per year).

Definition of hours: Hours that accrue earned leave include regular, overtime, education, earned leave, dock/dock standby, call-back, compassionate leave, and jury duty. Earned leave accrues on a maximum of eighty (80) hours per pay period.

Section 3. A nurse may accrue up to a maximum of five hundred (500) hours of earned leave.

Section 4. A nurse may request a cash-out of earned leave. Requests must be for a minimum of four (4) hours and will be paid on regular paydays. Cash-outs of earned leave will

be paid at step wage plus applicable shift differential (based on the nurse's regular shift schedule as designated by personnel file) and do not accrue EL. (Nurses on 12-hour shifts shall receive applicable shift differential on earned leave as follows: 12-hour nurses regularly assigned to night shift (as designated by personnel file) shall receive evening shift differential on one-third (1/3) of their earned leave and night shift differential on two-thirds (2/3) of their earned leave; 12-hour nurses regularly assigned to day shift (as designated by personnel file) shall receive evening shift differential on one-third (1/3) of their earned leave.)

Section 5. Nurses shall accrue but cannot use earned leave during their first ninety (90) calendar days of employment.

Section 6. Earned leave will be paid at step wage plus applicable shift differential (based on the nurse's regular shift schedule as designated by personnel file); except as stated in Section 7. (Nurses on 12-hour shifts shall receive applicable shift differential on earned leave as follows: 12-hour nurses regularly assigned to night shift (as designated by personnel file) shall receive evening shift differential on one-third (1/3) of their earned leave and night shift differential on two-thirds (2/3) of their earned leave; 12-hour nurses regularly assigned to day shift (as designated by personnel file) shall receive evening shift differential on one-third (1/3) of their earned leave.)

Section 7. Upon resignation or termination, a nurse shall be paid at step wage for all accrued earned leave in a separate check if requested by the nurse. Nurses who resign or are terminated during probation will not be paid accrued earned leave.

Section 8. When a nurse changes status from full- or part-time to relief or intermittent/~~casual~~, earned leave will be cashed out at that time at step wage plus applicable shift differential.

Section 9. Nurses may elect to participate in the Hospital's Donated Leave program to donate and/or utilize donated earned leave in accordance with Hospital policy.

Section 10. Oregon Paid Sick Leave. Use of earned leave used for reasons which qualify under the Oregon Paid Sick Leave law shall be counted against the nurse's Oregon Paid Sick Leave entitlement. Use of earned leave for reasons other than those that qualify under the Oregon Paid Sick Leave law shall not be counted against the nurse's Oregon Paid Sick Leave entitlement. Notwithstanding the foregoing sentence, the Hospital shall not be required to provide additional sick leave to employees who utilize all of their yearly accrual of earned leave for reasons other than those that qualify under the Oregon Paid Sick Leave law.

## ARTICLE 20. HOLIDAYS

Nurses will receive time and one-half pay for all hours worked on the following holidays:

New Year's Day  
Memorial Day  
4<sup>th</sup> of July  
Labor Day  
Thanksgiving Day  
Christmas Eve  
Christmas Day

The New Year's Day holiday shall begin at 1445 on December 31 and end at 1444 on January 1<sup>st</sup>. For all other holidays, holiday hours begin at 2345 the night before the holiday and end at 2344 the day of the holiday.

## ARTICLE 21. JURY/WITNESS DUTY

Nurses who are required to serve on a jury or as witness for the Hospital will be given time off for the period covered by the initial subpoena or court order. Full-time and part-time nurses whose jury duty or witness obligations for the Hospital force them to miss scheduled work will be paid for hours missed. Nurses working night or evening shift will be paid for the shift that is scheduled the same day they are required to attend court for jury duty. Note that night shift is considered the first shift of the day. The nurse will receive full base rate of pay for scheduled time missed, but must reimburse the Hospital for the amount of pay received from jury duty service for scheduled time missed.

A nurse who is released from jury duty or witness duty for the Hospital during regular working hours will normally be expected to return to work in a timely manner. A nurse may be requested to report to work prior to jury duty. Such a request will be made only on rare occasions caused by scheduling difficulties.

It is the Hospital's intent to accommodate full- and part-time nurses to be able to meet their jury duty obligations without loss of base pay. The manager will work with the nurse to try to accommodate individual circumstances.

## ARTICLE 22. EDUCATION

### Section 1. Continuing ~~In-service~~ Education.

A. The Hospital agrees to maintain a continuing ~~in-service~~ education program for all nurses covered by this Agreement. All nurses covered by this Agreement are required to maintain unit-specific competencies and required annual and continuing education.

B. ~~When nurses are required to attend in-service education on off duty hours, they~~ The Hospital shall make reasonable efforts to offer required continuing education during nurses' regularly assigned shifts. In the event that a nurse attends hospital provided continuing education functions in which attendance is mandatory outside the nurses' normal shift, the nurse will be compensated for ~~shall be paid~~ for such time at their step wage.

C. The Hospital shall make reasonable efforts to offer more than one opportunity or modality for nurses to satisfactorily complete mandatory continuing education, including but not limited to in-services, classes, on-line modules, and peer to peer training.

D. The Hospital shall provide nurses with timely information regarding mandatory education requirements, choices for completion, and deadlines. Nurses are accountable to be informed of mandatory continuing education requirements, choices for completion, and completion of mandatory education within defined timeframes.

F. Any reimbursement for education and training opportunities described in this Article shall be in accordance with the procedures outlined in the Hospital Administrative Policy: Education Travel Expenses/Procedures.

### Section 2. Paid Education Leave.

A. Nurses after probation shall be granted the following ~~hours~~~~days~~ each calendar year with pay at step wage to attend professional education meetings or to obtain, maintain or renew nationally-recognized certifications as listed in Section 6 below. Each request for such leave must be ~~pre-~~approved by the nurse's manager.

Full-time and part-time:	24 hours.
Relief/Intermittent:	8 hours.

B. Attendance ~~and travel time~~ for required credentials ~~as listed in Section 4~~~~and travel time~~ does not count as one of the above paid education ~~hours~~~~days~~.

C. The Hospital shall reimburse the nurse for mileage at the established IRS rate and lodging.

### Section 3. Paid Conference. Nurses after probation shall be granted payment of tuition

to one (1) education conference per calendar year.

Section 4. Specific Training. When Hospital needs require, ~~at least one (1) a nurse to complete per year will be enrolled in~~ a specific training course ~~not to exceed four (4) weeks in duration. Whenever possible, a nurse shall seek such training through available grants. T~~ the Hospital agrees that the period of such training will be ~~paid with pay~~ at step wage and that the nurse will be reimbursed for tuition cost and ~~expenses in accordance with Administrative Policy, and these hours shall not count as paid education hours under section 2. receive a reasonable per diem.~~

Section 45. Credentials. Nurses will receive a one hundred dollar (\$100) bonus upon documented completion and renewal of the following credentials through a Hospital-approved program:

- Advanced Cardiac Life Support (ACLS)
- Neonatal Resuscitation Program (NRP)
- Pediatric Advanced Life Support (PALS)
- Emergency Nurse Pediatric Course (ENPC)
- Trauma Nurse Core Curriculum (TNCC) or Trauma Emergency Assessment Management (TEAM)
- S.T.A.B.L.E Program
- **Advanced** Fetal Heart Monitoring
- Instructor credentialing for any of the credentials eligible for the one hundred dollar (\$100) bonus, and for Basic Life Support (BLS)

**Unless approved by the nurses' manager, nurses must attend credential courses offered by the Hospital.** For credentials required for a nurse's position, nurses will be allowed to take **either** full initial classes ~~and/or~~ renewal classes ~~at their discretion~~. A nurse who is not required to maintain any of the above credentials for his/her position may elect to obtain or renew one of the above-listed credentials on paid time at a Hospital-sponsored course, with manager approval. For nurses renewing elective credentials under the foregoing sentence, only the one (1)-day renewal course will be on paid time; **nurses may use paid education hours per section 2 for the full renewal course.**

Section 56 – Certifications. Nurses **who hold one or more of the nationally-recognized nursing specialty certifications listed below** will receive an annual bonus of one thousand dollars (\$1,000) ~~seven hundred and fifty dollar (\$750) bonus upon documented certification and recertification for one of the following nationally-recognized nursing specialty certifications~~ if it is applicable to the nurse's specialty area or unit. **In order to receive the annual bonus, the nurse must present documentation of certification or recertification.:**

Certified Ambulatory Perianesthesia Nurse (CAPA)  
Certified Emergency Nurse (CEN)  
~~Certified Home Health Nurse~~  
Certified Hospice and Palliative Care  
Certified Operating Room Nurse (CNOR)  
Certified Post-anesthesia Nurse (CPAN)

Critical Care Registered Nurse (CCRN)  
Gerontological Nurse  
Certified Registered Nurse Infusion (CRNI)  
International Board Certified Lactation Consultant  
Medical-Surgical Nurse  
Oncology Nurse (OCN)  
Pediatric Nurse (CPN)  
Perinatal Nurse  
RNC  
Any one of the following Inpatient OB  
Maternal Newborn Nursing (MNN)  
Perinatal Educator  
Neonatal Intensive Care  
Certified Electronic Fetal Monitoring  
Sexual Assault Nurse Examiner (SANE)  
Wound Care (WOCN)  
Certified Diabetes Educator  
Certified Childbirth Educator

In order to continue to receive the annual bonus, nurses must furnish proof of successful recertification prior to certification expiration.

If a nurse is interested in pursuing a nationally-recognized nursing specialty certification that is not included in the above list, she may apply to the Chief Nurse Executive/Chief Clinical Officer to have that certification recognized for the above seven hundred and fifty dollar (\$750) bonus.

Section 67. Tuition/Certification Reimbursement. The Hospital will reimburse for tuition and/or materials and testing reimbursement up to five hundred dollars (\$500) a year (annually) for courses directly related to nursing advancement (tuition) taken at an accredited college or university program, or to obtain, maintain or renew nationally-recognized certifications as provided in Section 56 above. Reimbursement is contingent upon completion of the course or certification exam (if obtaining certification). If grades are given, reimbursement is contingent upon ~~and~~ a grade C or better ~~(if grades are given)~~. If the course is pass/fail, reimbursement is contingent upon a passing grade or score. Nurses must obtain prior authorization from their manager or supervisor prior to purchasing materials. Material approved for purchase remains the property of the Hospital to be retained by the nurses' unit or Hospital for the use and benefit of nurses.

## ARTICLE 23. GROUP HEALTH

### Section 1. Definitions.

Family Members: If the nurse is married, the legal spouse is eligible for coverage. Unmarried children are eligible if they are under age 26, and are dependent on the nurse for support. The following are considered children:

- Natural child;
- Adopted child or a stepchild living in the nurse's home or a child placed for adoption with nurse; and non-resident stepchild if there is a qualified medical child support order that requires the spouse to provide health insurance coverage; and
- Children related to the nurse by blood or marriage for whom the nurse is the legal guardian (the nurse will need to give Human Resources a court order showing legal guardianship); and
- A child whose support the nurse is legally required to contribute to, even if that child does not live with the nurse but lives within the service area.

If the nurse has a child who is otherwise ineligible and who is incapable of self-support because of a physical handicap or mental retardation, that child may be eligible for coverage even though he/she is over age 26. The handicap must have arisen before the child's 26<sup>th</sup> birthday. The nurse must certify to the Hospital that these conditions have been met before the child's 26th birthday.

Eligibility: Full-time and part-time nurses. A nurse is eligible for coverage at the first of the month following completion of ninety (90) calendar days of full- or part-time continued employment. At time of hire, the nurse is informed that it is the responsibility of the nurse to complete the enrollment forms no later than thirty (30) days after eligibility. Relief/intermittent and temporary nurses are not eligible for group benefits.

If a relief/intermittent nurse has worked at least forty (40) hours per pay period in the previous ninety (90) days before officially filling a full- or part-time position, that time will count toward the completion of the ninety (90) calendar days of work as outlined above.

Section 2. Premiums. Group health insurance shall be made available on a payroll deduction basis.

Employee-Only Premiums

Full-Time Employees:

Effective January 1, 2014, coverage under the base plan of up to \$1080 monthly will be provided at no cost to full-time employees. Full-time employees and the Hospital will split 50/50 any premium increases above \$1080 monthly. Notwithstanding the foregoing, the maximum employee contribution for full-time employees for Employee Only coverage will be 10% of the

total Employee Only premium in effect at that time. The Hospital will pay the entire Employee Only premium for the Tier 2 plan.

#### Part-Time Employees:

~~Effective January 1, 2014, part time employees will pay 10% of employee only premiums for the base plan. Effective January 1, 2015, part time employees will pay 15% of employee only premiums for the base plan. Effective January 1, 2016, p~~Part-time employees will pay 20% of employee only premiums for the base plan. The Hospital will pay the entire Employee Only premium for the Tier 2 plan.

(Note: Full-time or part-time status for benefits purposes will be determined based on average hours worked (including dock/dock standby, and any paid time off) over the previous six months and the Hospital may reclassify an employee to full-time or part-time status based on that average. For employees with less than six months of consecutive employment, full-time or part-time status will be based on the status assigned upon hire)

#### Dependent Premiums:

Full- or part-time employees may obtain dependent coverage under either plan by paying the following percentages of the insurance premium:

For employees with less than 20,800 hours of service, dependent coverage may be obtained by paying thirty percent (30%) of the insurance premium. Employees with more than 20,800 hours (but less than 31,200 hours) of service may obtain dependent coverage by paying twenty-five percent (25%) of the insurance premium. Employees with more than 31,200 hours (but less than 41,600 hours) of service may obtain dependent coverage by paying twenty percent (20%) of the insurance premium. Employees with more than 41,600 hours of service may obtain dependent coverage by paying fifteen percent (15%) of the insurance premium. Premium costs will be adjusted based on seniority hours in January and July of each year.

Section 3. Coverage Revisions. It is recognized that the Hospital will continue to seek opportunities to revise health insurance coverage consistent with the interest of the nurse and the Hospital. Any proposed revisions in the Hospital's health insurance program shall include the current vision and dental plan as well as a comprehensive health insurance which provides major medical benefits.

The Hospital will provide the Association at least ninety (90) days' prior written notice that such changes are contemplated and an opportunity to meet to negotiate any proposed revisions. The Association agrees not to unreasonably withhold agreement to such provisions. The absence of the Association's agreement shall not prevent the Hospital from implementing revisions in the health insurance program.

Section 4. Opt-Out Provision. Nurses receiving "employee only" health insurance coverage may exercise their option to "opt-out" of such health insurance coverage if they have alternative coverage through another source. In such a case, the nurse will receive two hundred dollars (\$200) per month. Nurses must opt out prior to the 15<sup>th</sup> of the month preceding the month on which the opt-out will be effective.

Section 5. Health Insurance Advisory Committee. The Hospital will establish a Health Insurance Advisory Committee to include two (2) representatives of the bargaining unit. The purpose of the committee will be to review claims experience, utilization and trends in the insurance industry. The committee will be a forum to ask questions, to address concerns and to make recommendations regarding the insurance plan. The committee will meet quarterly.

## **ARTICLE 24. GROUP LIFE**

Eligibility: Full- and part-time nurses are eligible to receive Hospital-paid life insurance in the amount of \$20,000. Coverage is effective on the first of the month following ninety (90) calendar days of full- or part-time employment. For an additional employee-paid premium, nurses may opt to include coverage for their spouse and/or dependent children.

## **ARTICLE 25. LONG-TERM DISABILITY INSURANCE**

Effective, June 1, 2008, full- and part-time nurses are eligible to participate in a Hospital-paid long-term disability policy, effective on the first of the month following ninety (90) calendar days of full- or part-time employment. The policy will provide benefits after ninety (90) days of missed work and provide coverage for a nurse's missed wages of fifty percent (50%) up to a maximum of one thousand dollars (\$1,000) per month.

## **ARTICLE 26. RETIREMENT PLAN**

Eligibility: Nurses become participants in the Retirement Plan on the first day of the month on or after they are at least age 21 and have one thousand (1,000) hours during the twelve (12) months after employment or during any Plan Year. Hours include regular, overtime, call, dock standby, earned leave, education, and jury duty. If the nurse meets the eligibility requirements, participation is automatic and there are no enrollment forms. The Hospital shall guarantee to maintain or improve the current level of benefits offered in the Retirement Plan.

Only those nurses who have been hired prior to the ratification date of July 27, 2007 are eligible to participate in the Defined Benefit Retirement Plan described above. Nurses hired after that date are eligible to participate in a Defined Contribution Plan established by the Hospital.

After one (1) year of employment by those participating nurses, the Hospital shall make a one hundred percent (100%) matching contribution up to two and one-half percent (2.5%) of the nurse's earnings to the Defined Contribution Plan. After two (2) years of employment, the Hospital shall make a contribution based on five percent (5%) of the nurse's earnings for each month following the two (2)-year anniversary of employment (and without regard to whether the nurse is contributing to the Defined Contribution Plan). After five (5) years of employment, the Hospital shall make a one hundred percent (100%) matching contribution up to three percent (3%) of the nurse's earnings to the Defined Contribution Plan. Nurses must be twenty-one (21) years or older and have worked a minimum of one thousand (1000) hours during the twelve months after employment or during any Plan year to be eligible to participate. Nurses become one hundred percent (100%) vested in the Plan following one year of service. All contributions shall be deposited into the nurse's Defined Contribution account each pay period.

## **ARTICLE 27. TAX SHELTERED ANNUITY**

Eligibility: All nurses upon hire. The Hospital will make Tax Sheltered Annuities available as long as permissible by law and regulations. Deposits will be made bi-weekly.

## ARTICLE 28. IRS SECTION 125 PLAN

Eligibility: Full- and part-time nurses. A nurse is eligible for coverage on the first of the month following completion of ninety (90) consecutive calendar days of continued employment.

The Hospital will provide the option for nurses to have their health insurance premiums, as well as other eligible voluntary insurance premiums, deducted on a pre-tax basis.

The Hospital will provide a medical spending account and dependent care account as a part of the Section 125 Plan as long as permissible by law and participation meets minimum requirements.

## ARTICLE 29. MISCELLANEOUS BENEFITS

Family Member: Defined in accordance with Family Member under Article 23 Group Health Insurance.

### Section 1. Columbia Memorial Hospital Inpatient and Outpatient Discounts.

Eligibility: All nurses upon completion of ninety (90) consecutive calendar days of employment.

Effective August 1, 2010, nurses and dependents will receive a seventy percent (70%) discount on any remaining balance after insurance payment. Effective August 1, 2010, nurses and dependents not covered by any health plan will receive a twenty-five percent (25%) discount on total charges.

Discounts are applicable only if the account is settled within thirty (30) days from receipt of post-insurance balance due or other suitable arrangements have been made with Patient Financial Services.

It is the nurse's responsibility to inform Patient Financial Services of their and/or their dependent's eligibility for this discount. [This can be done by phone or email to Patient Financial Services.](#)

The parties agree that the foregoing discount does not apply to elective procedures not covered by the CMH insurance plan.

### Section 2. Employee Assistance Program.

Eligibility: All nurses upon hire.

The Hospital will provide an Employee Assistance Program that provides limited, free mental health counseling for nurses and family members.

### Section 3. Pharmacy Discount.

Eligibility: All nurses upon hire.

Pharmaceutical items are available for purchase by nurses and family members at a discounted rate of cost plus four dollars (\$4.00). Certain over-the-counter items are available at a discounted rate of cost plus ten percent (10%).

### Section 4. Central Supply Discount.

Eligibility: All nurses upon hire. Regularly-stocked Central Supply items are available for purchase by nurses for their own use and family members at a discounted rate of cost plus ten percent (10%).

Section 5. Cafeteria Discount.

Eligibility: All nurses upon hire.

Nurses will receive a twenty percent (20%) discount in the cafeteria.

Section 6. Holiday Meals.

Eligibility: All nurses upon hire.

Complimentary Thanksgiving and Christmas meals will be provided for nurses who work these holidays.

Section 7. Working Conditions.

The Association and Hospital agree that the Hospital will continue the following working conditions:

- A. Use of lockers to the extent available, at the nurses' own risk.
- B. Vending machines comparable to current machines.
- C. Microwave oven comparable to current microwave oven.
- D. A refrigerator will be available for the nurses' use.

Section 8. Physicals. The Hospital will pay for an annual physical exam for each nurse to the extent that said exam is not covered by the nurse's medical insurance. The Hospital also agrees to pay for CBC, Chem. 12 and U.A. that are done at the Hospital and ordered by the nurse's physician as part of the physical exam.

Section 9. Access to Kronos. The Hospital agrees to make Kronos available to nurses to access off-site. The parties acknowledge that this off-site access is being provided to allow nurses to review, correct and sign their time cards without having to come into the Hospital, and that it is being provided at the nurses' request. A nurse who wishes to have off-site Kronos access to allow her to review, correct and sign her time card remotely may request such access through Payroll. The parties acknowledge that since this access is being offered for certain nurses' convenience and benefit, rather than the Hospital's, that any time spent accessing Kronos from off-site will not be considered work time and will not be compensated. Nurses may not clock in or out from off-site.

Section 10. Cell Phone Reimbursement for ~~Home Health and Hospice~~ Nurses. Nurses in ~~Home Health and Hospice~~ will each be provided a reimbursement of \$15 for personal cell phone use during working and on-call hours. Nurses must submit their cell phone bill to be eligible for the reimbursement.

## ARTICLE 30. STEP WAGE SCHEDULE

Within sixty (60) days of a nurse's anniversary date, an annual evaluation shall be conducted by the nurse's manager, a copy which will be given to the nurse.

Full-time and part-time nurses will advance steps annually. Relief ~~or/~~ intermittent/~~casual~~ nurses will advance steps every two (2) years, unless they work eight hundred thirty-two (832) hours in an anniversary year, in which case they will advance at the end of that anniversary year. If a relief ~~or /~~intermittent/~~casual~~ nurse advances after one (1) year in accordance with the foregoing sentence, he/she will be eligible to advance again either on the second anniversary following such advancement or in the next anniversary year in which the nurse works at least eight hundred thirty-two (832) hours, whichever comes first.

~~Patient Care Coordinator wages will be two dollars (\$2.00) more than full-time and part-time nurses.~~

Relief and Intermittent wages will be ten percent (10%) more than full-time and part-time nurses

Effective upon ratification the following wage increases will be applied to the following steps in the scale: Start to Step 9: 6%; Steps 10-25: 3% ~~re-will be a two percent (2%) increase applied to all of the steps in the scale.~~

~~Effective January 1, 2014 there will be a one half percent (0.5%) increase applied to all of the steps in the scale.~~

Effective June 1, 2017~~4~~ there will be a two percent (2%) increase applied to all of the steps in the scale.

On June 1, 2018~~5~~ there will be a ~~three~~ two percent (2~~3~~%) increase applied to all of the steps in the scale.

Salary Tables for Full-time and Part-time, ~~Patient Care Coordinators,~~ Relief/Intermittent, and Clinic Nurses are located at the back of this Agreement

Nurses currently at Step 15 with less than twenty (20) years of service as a nurse would be eligible to move to step 20 after five (5) years on Step 15, or when they reach twenty (20) years of service as a nurse, whichever occurs sooner.

A nurse assigned to Step 20 would move to Step 25 on his or her anniversary date after twenty-five (25) years of service, or after five (5) years at Step 20, whichever occurs sooner.

The following articles either do not apply, or they differ for Clinic Nurses:

Article 22: Certification Bonus — No certification bonus

Article 32: Shift/Weekend Differentials — No shift/weekend differential, except as specified in Article 32.

Article 33: Charge Differential — No charge differential

Article 35: Dock — Does not apply.

Article 36: Dock Standby/On-call — Does not apply. Clinic nurse will not be placed on dock standby or on call.

Clinic Nurses will receive overtime pay for working more than forty (40) hours in a week (no pyramiding).

If a clinic nurse performs hospital work on a temporary basis, he/she will be paid at the hospital step wage. If a hospital nurse performs clinic work on a temporary basis, he/she will be paid at regular hospital step wage.

Clinic nurses will not work split shifts (i.e., there will be no more than two (2) hours between portions of the shift, and only one such break in service per day).

## ARTICLE 31. OVERTIME/PREMIUM PAY OVERTIME

Overtime shall be paid at the rate of step wage plus applicable differential(s) and other pay as required by Federal law, times one and one half and shall be paid in the following instances:

Section 1. Work in excess of eight (8) hours per day or eighty (80) hours per two (2)-week pay period for those nurses on an eight (8) and eighty (80) work schedule.

Section 2. For work in excess of forty (40) hours per week for those nurses working a forty (40)-hour workweek schedule.

2.1 For work in excess of ten (10) hours per day or forty (40) per week for nurses scheduled ten (10)-hour shifts.

2.2 For work in excess of twelve (12) hours per day or forty (40) hours per week for nurses scheduled twelve (12)-hour shifts.

~~2.3 For work in excess of sixteen (16) hours per day or forty (40) hours per week for nurses scheduled sixteen (16) hour shifts.~~

### PREMIUM PAY

Section 3. Nurses required to work in excess of six (6) days in a row (four (4) for nurses on 12-hour shifts) shall be paid a premium pay of step wage and applicable differential(s) times one and one-half (1.5) for all days in excess of six (6) days in a row. For purposes of this Article, nurses must work a minimum of four (4) hours to be considered a consecutive day and twenty-four (24) hours will be considered a break of a day. At the nurse's option, this provision may be waived.

Section 4. All work performed at the request of the Hospital on any shift where at least twelve (12) hours has not elapsed since the end of the nurse's previous shift shall be paid a premium pay of step wage plus applicable differential(s) times one and one half (1.5). At the nurse's option, this provision may be waived. For purposes of this Section, nurses must work a minimum of four (4) hours to be considered a shift.

Section 5. Any hours or shifts worked as an extra shift or on an unscheduled basis after the schedule is posted shall be paid a premium pay of step wage plus applicable differential(s) times one and one half. At the nurse's option, this provision may be waived.

Relief nurses must be scheduled a minimum of eight (8) days in a month to be eligible for premium pay under this Section for that month.

Intermittent/~~casual~~ nurses are not eligible for premium pay under this Section.

Section 6. Unless federal overtime rules apply, hours worked in call-in status will not be used to calculate premium pay as described in Sections 3, 4, and 5 of this Article.

Section 7. In-services, education, [Hospital orientation](#), attendance at meetings are exempt from Sections 3, 4, and ~~5, and 6~~ premium pay provisions of this Article.

Section 8. Overtime must be properly authorized.

Section 9. The overtime and premium provisions of this contract will not be pyramided for any purpose in determining appropriate pay for time worked. Hours in a pay period for which a nurse has already received a rate of time and one-half (1.5) or greater under the terms of this Agreement (for example, call-back, unscheduled, consecutive days, rest between shifts, daily overtime, workweek overtime pay, pay period overtime pay), will not be counted again for purposes of determining daily, workweek, or pay period overtime pay.

## ARTICLE 32. SHIFT/WEEKEND DIFFERENTIAL<sup>1</sup>

Section 1. Evening Shift Differential. Evening shift differential is two dollars and fifty cents (\$2.50) per hour. ~~Evening shift differential shall be paid for all hours worked between 1500 and 2300.~~

Section 2. Night Shift Differential. Night shift differential is four dollars and ~~seventy-five~~ fifty cents (\$4.75~~50~~) per hour. Effective the first pay period following ratification of this Agreement, night shift differential shall be increased to five dollars (\$5.00) ~~four dollars and seventy-five cents (\$4.75)~~ per hour. ~~Night shift differential shall be paid for all hours worked between 2300 and 0700.~~

Section 3. Weekend Differential. Weekend differential is two dollars and ~~seventy-five~~ fifty cents (\$2.75~~50~~) per hour. ~~Effective the first pay period following June 1, 2015, weekend differential shall be increased to two dollars and seventy-five cents (\$2.75) per hour.~~

~~Section 4. Definition of Shifts. For differential purposes, shifts are considered as:~~

~~———— Day: ————— 0600-1600~~

~~———— Evening: ————— 1400-2400~~

~~———— Night: ————— 2200-0800~~

~~If a nurse working day shift punches in before 0600, they will receive night differential until 0700. If they punch out after 1600, they will receive evening differential starting at 1500.~~

~~If a nurse working evening shift punches in before 1400, they will receive no differential until 1600. If they punch out after 2400, they will receive night differential starting at 2300.~~

~~If a nurse working night shift punches in before 2200, they will receive evening differential until 2400. If they punch out after 0800, they will not receive a differential starting at 0700.~~

~~Nurses working in departments that are not staffed during evening and night shifts will not be eligible for evening and night shift differential during their normally scheduled shifts, but will receive the applicable shift differential for any hours worked beyond their scheduled shifts, including call back hours.~~

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<sup>1</sup> Changes to shift differential times and amounts shall be implemented in the first pay period following ratification of the 2016-2019 collective bargaining agreement.

### ARTICLE 33. CHARGE/PCC/DIFFERENTIAL

Section 1. The Hospital recognizes the appropriateness of assigning charge in the following situations:

- A. Medical/Surgical when the nurse manager or Patient Care Coordinator is not acting in capacity of charge.
- B. Whenever a nurse supervises another qualified nurse with a specific skill level that such nurse would not be able to work alone in the assigned unit.
- C. When appropriate in other areas as assigned by the nurse manager.
- D. When two (2) or more nurses are working the same shift/same area and the nurse manager or Patient Care Coordinator is not providing patient care.

Section 2. Charge Differential. The Hospital recognizes the appropriateness of paying a premium of one dollar (\$1.~~2500~~) per hour for nurses performing the responsibilities of Charge Nurse.

Section 3. Patient Care Coordinator. The Hospital may assign nurses to the position of Patient Care Coordinator. Any nurse assigned by the Hospital to the position of Patient Care Coordinator will be paid a premium of two dollars (\$2.25) per hour.

### ARTICLE 34. PRECEPTOR DIFFERENTIAL

A nurse working as a preceptor will be paid a differential of one dollar ~~and fifty cents~~ (\$1.5000) per hour. The nurse who registers a willingness to act as a preceptor will assess the learning needs of the nurse for a specified period of time to plan and implement the program and to provide direct guidance.

For Hospital employees, the nurse manager, the preceptor, and the preceptee, will meet regularly to evaluate the nurse preceptee's progress during the program (orientation).

This differential will not be paid for any hours when the nurse is not working as a preceptor. Nurses working as preceptors shall have these additional preceptor responsibilities considered in their regular patient care assignment.

## ARTICLE 35. DOCK TIME

Nurses ~~regularly~~-scheduled but subsequently asked not to work because of low patient census or acuity, ~~shall~~ **may** be placed in dock **or dock standby** status. ~~Dock is used to cover regularly scheduled shifts that appear on a department's monthly schedule.~~ Nurses placed on dock are not expected to remain available to the Hospital. There is no compensation for time on dock status. A nurse's status will not be negatively affected by dock **or dock standby** time. **All** ~~T~~time spent on dock **or dock standby** status shall count as time worked for purposes of group benefits, including earned leave and seniority, **provided however that all time counted towards earned leave is capped at eighty (80) hours per pay period.**

The use of dock time is meant to offset a nurse's regularly-scheduled hours. Therefore, the use of dock time cannot cause the employee to exceed their regularly-scheduled hours and any additional unscheduled time worked, **to a maximum of eighty (80) hours per pay period.**

Nurses who are placed on dock or dock standby after they have already reported for work will be responsible for entering their own dock hours or earned leave into the payroll system. The Hospital will enter dock hours for nurses who are placed on dock or dock standby prior to reporting to work. The nurse will be responsible for entering earned leave if he/she wishes to utilize earned leave for the time, ~~which shall include deleting the dock hours, as appropriate.~~ Nurses will have thirty (30) days following the end of the pay period to correct errors related to entering dock hours in that pay period.

**Nurses will be placed on dock time in the following order:**

1. Nurses working at the federal overtime rate.
2. Volunteers among the nurses who are working at a premium rate of pay.
3. Nurses working at a premium rate of pay.
- 4.. Remaining volunteers from shift and work unit.
5. Agency Nurse.
6. Intermittent.
  - a. Temporary.
  - b. Probationary.
7. Relief.
  - a. Temporary.
  - b. Probationary.

8. Rotation among full-time and part-time nurses from shift and work unit so that available hours are distributed as equitably as possible.

A nurse may be laid off out of rotation if the Hospital determines the nurse is not qualified to perform the work of the unit during the layoff or does not possess special skills related to the unit which are possessed by another nurse, provided the Hospital's determination shall not be arbitrary or capricious.

## ARTICLE 36. DOCK STANDBY/ON-CALL

Section 1. Dock Standby. Nurses ~~regularly~~-scheduled but subsequently asked not to work because of low patient census or acuity, may be placed in dock standby. ~~Dock standby is used to cover regularly scheduled shifts that appear on a department's monthly schedule.~~

A. Nurses on dock standby must be available to respond within thirty (30) minutes (twenty (20) minutes for OB, Surgery and PACU) of being contacted.

B. Nurses on dock standby must abstain from alcohol and drugs as defined in the Hospital's Drug & Alcohol Policy.

C. Nurses on dock standby shall, on request, be provided a pager which shall be returned or passed on to the following shift.

D. Nurses on dock standby will receive four dollars and fifteen cents (\$4.15) per hour for the time spent on dock standby. ~~Nurses on dock standby on a holiday will receive four dollars and seventy cents (\$4.70) per hour for the time spent on dock standby.~~ Dock standby shall be assigned for the nurse's entire shift (or the remainder of the shift, if the nurse is placed on dock standby after reporting for work), unless the nurse agrees to be released from dock standby prior to the end of his/her shift.

E. ~~All~~ Time spent on dock standby shall count as time worked for purposes of group benefits, including earned leave and seniority. There will be no pyramiding of benefit accrual. ~~Provided however, that all time counted towards earned leave is capped as provided in Article 19.~~

F. Call-in: Nurses on dock standby who are "called in" to work shall be paid time and a half plus appropriate differentials for all hours worked at a minimum of three hours. In-services and meetings are exempt from this provision. A nurse may not receive dock standby pay and call-in pay for the same hours.

G. When dock or dock standby assignments are necessary, nurses who are working extra shifts or on an unscheduled basis under Article 31~~0~~, Section 5, of this agreement shall be selected first to be placed on dock or dock standby status.

Section 2. On-Call. Nurses may be placed in on-call status beyond the regularly-scheduled shifts for a department. ~~Unless mutually agreed between the nurse and the Hospital, on call hours are limited to a maximum of 168 hours per month.~~ On-call status is utilized beyond the scheduled requirements for a department. ~~Call does not begin until the nurse has finished their workday and clocked out.~~

A. Nurses on call must be available to respond within thirty (30) minutes of being contacted. Obstetric, Surgery/PACU nurses on call must be available to respond within twenty (20) minutes of being contacted.

B. Nurses on call must abstain from alcohol and drugs as defined in the Hospital's Drug & Alcohol Policy.

C. Nurses on call shall, on request, be provided a pager which shall be returned or passed on to the following shift.

D. Nurses on call will be paid four dollars (\$4.1500) per hour for regular workdays and four dollars and seventy cents (\$4.70) per hour for holidays.

E. Time spent on call shall not count as time worked for purposes of group benefits including earned leave.

F. Call-in: Nurses on call who are "called-in" from scheduled call to work shall be paid a premium pay of time and one-half (1.5) step wage plus applicable differential(s) for all time actually worked, with a minimum of ~~two~~ (2+) hour, plus the on-call payment.

G. Nurses working on dock standby or on call are responsible for logging all phone calls-in which they give nursing advice. Nurses shall be paid for all such time at premium pay of time and one-half step wage plus applicable differentials for actual time of call, but with no minimum.

Section 3. Additional Provisions for ~~Home Health and~~ Hospice Nurses.

A. A nurse working on either dock standby or on call who is called to work at a patient's home shall receive pay as per the above provisions beginning from the time the nurse leaves home and continuing until the nurse returns home. Mileage shall be paid at the established IRS rate for all miles traveled to and from the patient's home.

~~B. Nurses working on dock standby or on call are responsible for logging all phone calls in which they give nursing advice. Nurses shall be paid for all such time at premium pay of time and one-half step wage plus applicable differentials for actual time of call, but with no minimum.~~

### **ARTICLE 37. BULLETIN BOARD**

Designated space for posting of matters pertaining to legitimate Association business will be provided in each nurse lounge. Arrangements and space will be decided between bargaining unit nurse and the nurse manager.

A mail slot for the bargaining unit may be used for dissemination of such information as is the current practice. Materials may be posted or disseminated only in such designated areas.

All distribution of Association information within the Hospital must be in compliance with this Article.

### **ARTICLE 38. MANAGEMENT RIGHTS**

The Hospital retains all customary, usual and exclusive rights, decision-making, prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the business. The right of nurses in the bargaining unit and the Association are limited to those specifically set forth in this Agreement, and the Hospital retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement.

The Hospital shall have the right to hire, suspend, discharge, promote, transfer, and discipline nurses for proper cause, subject to the Grievance Procedure.

### **ARTICLE 39. SEPARABILITY**

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

#### ARTICLE 40. NO STRIKE/NO LOCKOUT

The Hospital and the Association realize that a hospital is different in its operation from industries because of its services rendered to the community and for humanitarian reasons, and agree that there shall be no lockouts on the part of the Hospital or suspensions of work on the part of the nurses during the term of this Agreement. One of the purposes of this Agreement is to guarantee that there will be no strikes, [sympathy strikes](#), lockouts, or work stoppages, individually or collectively, during the term of this Agreement.

The above provision shall apply to the Hospital and the Association, its agents and members, without regard to whether or not the controversy or dispute arises under this Agreement, at this or at any other facility of the Hospital.

The Hospital retains the right to discharge or otherwise discipline nurses in the bargaining unit who have engaged in acts prohibited by the provisions of this Article.

## **ARTICLE 41. SUCCESSORS**

If the Hospital is sold, merged or otherwise transferred to a successor, this Agreement shall remain binding on the successor regarding the present Hospital bargaining unit. The Hospital shall have an affirmative duty to call this provision of the Agreement to the attention of any firm or individual with which it seeks to make such an agreement as aforementioned, and if such notice is so given, the Hospital shall have no further obligations hereunder from the date of takeover.

## ARTICLE 42. TERMINATION AND RENEWAL

This Agreement will be effective to June 1, 2019~~16~~ and shall continue in effect from year to year thereafter unless either party gives notice in writing at least ninety (90) calendar days prior to any termination or modification date of its desire to terminate or modify such Agreement.

**ARTICLE 43. RATIFICATION**

FOR THE ASSOCIATION:

FOR THE HOSPITAL:

\_\_\_\_\_  
Kelsey Betts

\_\_\_\_\_  
Erik Thorsen, CEO

\_\_\_\_\_  
~~Barbara Oien~~Becki Glasson

\_\_\_\_\_  
~~Irene Bandeen~~Becky White

\_\_\_\_\_  
Theresa Hecox

\_\_\_\_\_  
~~Gary Nauta~~Sam Gieryn, ONA Labor  
Representative

| As ratified by the Board of Trustees on \_\_\_\_\_, ~~2013~~2016.

## ADDENDUM A – PROVISION FOR ALTERNATE SHIFTS

In a department where a simple majority ~~two-thirds (2/3)~~ of all full- and part-time nurses vote in favor of an alternative (i.e., 10, 12, ~~16~~ hour) shift, a change may be implemented. ~~Where mutually agreeable to the Employer and the individual nurse, a standard shift may be for a length other than eight (8) consecutive hours (i.e., 10 or 12 hours).~~

For nurses working ten (10) hour shifts, the workday shall be ten and one-half (10.5) hours with one fifteen (15)-minute paid rest period will be taken every four (4) hours worked, or major portion thereof. One thirty (30)-minute unpaid meal period will be taken every eight (8) hours worked, or major portion thereof.

The following are provisions for those nurses working a twelve (12) hour shift:

A. OVERTIME: Overtime will be paid at the rate of step wage plus applicable differential(s) and other pay as required by federal law, times one and one half (1.5) in the following instances:

Work in excess of twelve (12) hours per day or forty (40) hours per week. Workweek shall be 0645 Sunday to 0644 the following Sunday.

B. MEAL AND REST PERIODS: The workday shall be twelve and one-half (12.5) hours with one fifteen (15) minute rest break during the first four (4) hours worked, one thirty (30) minute unpaid meal break taken approximately halfway in the schedule and one thirty (30) minute rest break in the second half of the schedule.

C. FLOATING: As per Article 7 of the ONA Agreement.

D. PREMIUM PAY: Article 31, Section 4 is revised to read as follows: “All work performed at the request of the Hospital on any shift where at least ten (10) hours has not elapsed since the end of the nurse’s previous shift shall be paid at premium pay of step wage plus applicable differential(s) times one and one half (1.5). At the nurse’s option, this provision may be waived. For purposes of this Section, nurses must work a minimum of four (4) hours to be considered a shift.”

**MEMORANDUM OF AGREEMENT  
BETWEEN OREGON NURSES ASSOCIATION  
AND COLUMBIA MEMORIAL HOSPITAL  
RE DURATION OF THE DEFINED BENEFIT RETIREMENT PLAN**

The Hospital agrees to continue its present Defined Benefit Retirement Plan (the Columbia Memorial Hospital Retirement Plan established effective April 1, 1976, last amended and restated effective January 1, 2000, and last amended effective January 1, 2002) in full force and effect for eligible employees hired prior to July 27, 2007, and will not reduce or diminish in any way the benefits, eligibility requirement and the rights of employees thereunder.

The Hospital agrees to maintain the Defined Benefit Retirement Plan as long as there are eligible employees covered by the Plan and will not seek in any way to eliminate or modify the plan in any future contract negotiations. The Hospital agrees to execute any documents necessary to effectuate this commitment. The Defined Benefit Retirement Plan will be maintained as long as there are eligible employees covered by the Plan and consistent with regulations of the Internal Revenue Service and the United States Department of Labor. This provision shall remain in effect until there are no longer eligible employees covered by the Defined Benefit Retirement Plan. After many years, if the number of remaining Plan participants makes it unfeasible to continue the Plan, the Hospital will guarantee that their monthly pensions will not be eliminated or reduced.

FOR THE HOSPITAL

FOR THE ASSOCIATION

\_\_\_\_\_  
Erik Thorsen, CEO

\_\_\_\_\_  
~~Gary Nauta~~ Sam Gieryn, Labor Relations Representative

Date: \_\_\_\_\_, 201~~6~~3

Date: \_\_\_\_\_, 201~~6~~3