

SIDE LETTER OF AGREEMENT
between
BAY AREA HOSPITAL
and
OREGON NURSES ASSOCIATION, INC.

Paid Time Off Donation

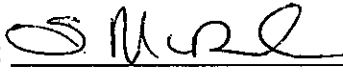
This Side Letter of Agreement is entered into between Bay Area Hospital (hereinafter referred to as the "Hospital") and the Oregon Nurses Association Inc. (hereinafter referred to as the "Union") for the purpose of confirming the parties' understanding regarding a paid time off (PTO) donation program for the current contract negotiations.

Notwithstanding any other contract provision or policy to the contrary, the parties hereby agree as follows:

1. Bargaining unit nurses may donate PTO to Union bargaining team members employed by Hospital.
2. Donations shall be voluntary.
3. Donations shall be in no less than 1 hour increments.
4. Donations shall be from a bargaining unit nurse's accrued bank to a PTO bank maintained by the Hospital as a bookkeeping account for the express purpose of subsequent transfer to Union bargaining team members.
5. A mutually agreed PTO donation form, which may be the same or similar to the current PTO request form used by the Hospital, must be signed by the donor authorizing the transfer of hours.
6. Donations shall be distributed to Union bargaining team members' PTO banks upon written request and authorization from an authorized Union officer. Such request shall specify by name the negotiating team member who should be credited the PTO and the number of hours to be transferred by the Hospital to that bargaining team members' PTO account. Such transfers shall occur by the next payroll period and shall be reflected on the recipient's paycheck stub.
7. Donated time shall be utilized for contract negotiation and/or contract administration as authorized by the bargaining unit leadership at the Union's discretion, but in no event will it exceed the amounts donated to the PTO account.
8. The Hospital shall supply to the Union a written balance and accounting of donated PTO and transfers each payroll period during contract negotiations and upon written request at other times.
9. Donated PTO hours shall be paid to the recipient of the donation regardless of any difference in pay rates between the donor and the recipient.
10. Any PTO hours remaining in the Hospital maintained PTO bank shall carry forward from year to year.


11. The Hospital shall assume no liability for the allocation of donated PTO hours other than those outlined herein.
12. This PTO donation bank shall remain in effect during the term of the parties' new labor agreement. This Side Letter of Agreement may be renewed by mutual written agreement as part of the bargaining process for future labor agreements.
13. This Side Letter of Agreement shall be deemed a part of and shall be incorporated into the terms of the parties' new labor agreement.

BAY AREA HOSPITAL

By: 

Date: 11-3-15

OREGON NURSES ASSOCIATION

By: 

Date: 11-3-15