AGREEMENT

BY AND BETWEEN

OREGON NURSES ASSOCIATION
AND
TUACITY COMMUNITY HOSPITAL

August 30, 2020 until June 30, 2022
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AGREEMENT

THIS AGREEMENT by and between TUALITY COMMUNITY HOSPITAL of Hillsboro, Oregon, hereinafter referred to as “Hospital,” and OREGON NURSES ASSOCIATION, hereinafter referred to as “Association,”

WITNESSETH

Hospital recognizes the importance of the Registered Nurse in Hospital’s ability to deliver quality health care services to the community.

The intention of this Agreement is to formalize the mutual understandings surrounding the working relationship between Hospital and its Registered Nurses. This will be based on equity, justice, and respect in regard to wages, hours of service, general conditions of employment and communication, to the end that the dedicated common objective of superior and responsible patient care may be harmoniously obtained and consistently maintained.

For and in consideration of the mutual covenants and undertakings herein contained, Hospital and Association hereby agree as follows:

ARTICLE 1 – RECOGNITION AND MEMBERSHIP

A. Hospital recognizes Association as the collective bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for a bargaining unit composed of all Registered Nurses employed by Hospital as staff nurses in the following Hospital units: Medical/Surgical, Women’s and Children’s Center, Intensive Care Unit (“ICU”), Progressive Care Unit (“PCU”), Post-Anesthesia Care Unit (“PACU”), Operating Room (“OR”), Day Surgery, Emergency Department, Endoscopy, Outpatient Surgery, Cath Lab, Geriatric Psychiatry, and Clinical Resource Unit, excluding administrative and supervisory personnel and all other employees. If the Hospital moves positions described herein to the 7th Avenue Medical Building, such positions will remain in the bargaining unit.
B. All nurses hired prior to ratification shall be eligible to transfer to other bargaining unit positions even though those position postings may specify that a BSN is required.

C. Definitions:

1. **Nurse** - Registered nurse currently licensed to practice professional nursing in Oregon.

2. **Staff Nurse** - Responsible for the direct or indirect total care of patient.

3. **Relief Charge Nurse** - A staff nurse whom Hospital may, if and when it deems appropriate, assign to be in charge of a designated shift(s) of an organized nursing unit(s). This provision includes positions with other titles when assigned by Hospital to be in charge of a designated shift(s) of an organized Hospital unit(s), when the [Nurse Leader or Nurse Manager] is not present. The Hospital shall not challenge the bargaining unit status of nurses who perform this work or assert that nurses who perform Relief Charge Nurse functions are supervisors and thus ineligible for Association representation.

4. **Regular Full-time Nurse** - Any nurse who is regularly scheduled to work 72 or more hours per two-week pay period on a nontemporary basis.

5. **Regular Part-time Nurse** - Any nurse who is regularly scheduled to work 1 to 71 hours per two-week pay period on a nontemporary basis.

6. **Per Diem Nurse** - A nurse who is scheduled to work on an as-needed basis, and who must a) be available to work three open shifts per month (an open shift is one not filled by a regular nurse); of which the nurse must be available to work on two holidays per year (one winter holiday and one summer holiday); and b) be available to work one weekend shift per quarter in addition to the three open shifts per month. Such requirement may be waived at the discretion of the Hospital. For purposes of this section “available to work” means that the nurse has submitted his/her
availability to work open shifts, in writing, at least seven (7) days prior to the final schedule being posted, on a Hospital-approved form. If a Per Diem nurse is scheduled to work and then cancels himself/herself, the shift will not count toward the minimum scheduling requirements set forth above.

7. **Preceptor Nurse** - A nurse formally providing direct guidance, supervision, and orientation to another nurse or other employee for the purposes of orientation, education, or work improvement as scheduled and designated by a Nurse Manager.

8. **Outside Nurse** - A nurse supplied by outside agency (commonly called travelers or agency nurses) by contract with the Hospital.

9. **Resource Nurse** - A nurse pre-assigned or assigned on a shift by shift basis who is competent in at least two (2) units. Resource Nurses will only be pre-assigned for a shift if the shift has already been offered to Regular Nurses and Per Diems who would not be working the shift at overtime or premium pay, and remains unfilled. Resource nurses shall be paid for staff meetings in their two primary units.

D. Nurses hired after July 1, 1976, shall either become a member of Association or pay to Association an amount (equal to or less than, as established by Association) in lieu of Association membership dues, without becoming a member of Association, after the 30th day following the beginning of employment as a nurse or the execution date of this Agreement, whichever is later. The provisions of this paragraph shall not apply to nurses hired prior to July 1, 1976. Enforcement of this paragraph shall be strictly between Association and individual nurses. The requirements of this paragraph shall not be a condition of employment and shall not be subject to the Grievance Procedure.

To safeguard the rights of non-Association nurses based on bona fide religious tenets, or teachings of a church or religious body of which a nurse is a member, the nurse may exercise the choice of joining Association, paying the “in lieu”
amount referred to in the preceding paragraph, or paying the “in lieu” amount to a nonreligious charity. Payments are to be paid on a regular monthly basis or in advance. Provisions of this sub-paragraph do not apply to nurses hired prior to July 1, 1976.

E. Hospital will deduct Association membership dues or that amount established in lieu of those dues from the salary of each nurse who voluntarily agrees to the deductions and who submits an appropriately written authorization to Hospital setting forth the amount of the deduction. The deductions will be made each pay period and remitted to Association. (NOTE: In months in which there are three pay periods, the deductions will be made only in the first two pay periods of the month). The performance of this service is at no cost to Association.

F. Association will indemnify Hospital and save it harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of action taken or not taken by Hospital in intended compliance with, Sections C and D above.

ARTICLE 2 – EQUALITY OF EMPLOYMENT OPPORTUNITY
Hospital and Association shall comply with all applicable state and federal laws against discrimination in employment on account of sex, race, color, creed, religion, national origin, sexual orientation, gender identity or expression, age, marital status or family relationship, compensable on-the-job injury, veteran or military status, and physical or mental disability, in connection with the employment of nurses covered by this Agreement. Hospital may not discriminate against a nurse on account of membership in or lawful activity on behalf of Association. This article is not intended to and may not be used by any nurse or Association as a basis for interference with normal Hospital routine, a nurse’s duties, or the duties of other Hospital employees.

ARTICLE 3 – HOSPITAL RIGHTS
Association recognizes Hospital’s right to operate and manage Hospital. All rights and powers not specifically and expressly restricted by this Agreement are retained by Hospital and are subject to exclusive Hospital control.
ARTICLE 4 – PAID TIME OFF

A. Hospital will provide the time-off policy as delineated in Appendix B. The first 40 hours of accrued [paid time off] taken per calendar year for a reason covered by Oregon Sick Leave will be counted as Oregon Sick Leave.

B. Each nurse will request time off in writing (paper or via Kronos) to his/her Nurse Manager, as far in advance as possible, up to a year, to aid in appropriate scheduling. Foreseeable sick leave must be scheduled in a manner that minimally disrupts business operations. Paid time off will be scheduled by mutual agreement between the nurse and Hospital. The earliest request(s) will be considered first, except that if requests are received on the same date, the request by the nurse with the most seniority will be considered first. [Paid time off] requests covered by Oregon Sick Leave will be granted first.

C. A nurse requesting the use of PLH for vacation purposes will receive a written response from his/her Nurse Manager [or designee] within ten days of the written request, or if the Nurse Manager [or designee] is unavailable at the time the request is submitted, then as quickly as possible, but no later than ten days following the return of the Nurse Manager [or designee]. A response may be provided by the Nurse Manager’s designee during the Nurse Manager’s absence. If the request is denied, the written response from the Nurse Manager or designee will include a statement as to the reason for the denial and a statement that the nurse may have the vacation request reviewed by the next highest supervisor/manager.

D. Hospital will grant request(s) for prescheduled time off to a minimum of two nurses per shift in the following units:
   - Emergency Department
   - Women’s and Children’s Center
   - Critical Care
   - Medical Surgical
   - Endoscopy
   - Resource
   - PACU/Day Surgery
The Hospital will grant request(s) for prescheduled time off to a minimum of one nurse per shift in the following units:

- Cath Lab
- Operating Room
- Outpatient Surgery
- Geriatric Psychiatry

The Hospital will make good faith, reasonable efforts to grant time off to additional nurses, if the Hospital determines that patient and staffing needs can be met.

**ARTICLE 5 – HOURS OF WORK**

A. The basic workweek is 40 hours.

B. The basic workday is eight hours plus one-half (1/2) hour lunch period on the nurse’s own time. If a nurse is unable to take a one-half (1/2) hour lunch period because of his/her duties during his/her regular shift, the nurse will be paid at time and one-half for that extra half hour worked. Nothing in this Agreement precludes the Hospital’s establishment of workdays different in length from the basic workday, except that (1) a nurse will not be scheduled for more than twelve consecutive hours without the nurse’s consent and (2) a change in a nurse’s regularly scheduled workday is to be consistent with other provisions of this Agreement. The parties further agree that Hospital will not regularly schedule a nurse employed by Hospital as of the date of ratification of this Agreement for a shift of less than six hours, without the nurse’s consent. An alternate to the normal eight-hour workday workweek shall be forty (40) hours, consisting of four (4) ten (10) hour days, excluding one-half (1/2) hour meal period. An alternate to the normal workweek shall be thirty-six (36) hours, consisting of three (3) twelve (12) hour days, excluding one-half (1/2) hour meal period. An alternate to the normal workweek for employees working eight-hour shifts will be eighty-hours in a two-week period (8-and-80 schedule). If in the interest of efficient operations it becomes necessary to change or establish scheduling patterns departing from workdays and workweeks as provided for in this Article, either party may confer with the other in an attempt to arrange mutually satisfactory schedules.
C. **Variable Shifts**

1. **Variable Start Times:** Start times for “Variable Start Times” will vary no more than weekly, unless specified within the department’s scheduling guidelines, or upon mutual agreement between the nurse and the manager.

2. **Variable Between Days and Nights:** Rotation for Variable Between Days and Nights will be determined within the department’s scheduling guidelines.

D. Overtime compensation will be paid at one and one-half times the nurse’s regular straight-time hourly rate of pay, as follows:

1. For all hours worked in excess of 40 hours in each workweek. For purposes of this subsection, “workweek” is defined as a period of seven consecutive days commencing at the beginning of night shift on Saturday.

2. For all hours worked in excess of eight hours (or nine, ten, or twelve hours in the case of nurses working such shifts) in each day. For purposes of this subsection, “day” is defined as a period commencing at the beginning of a nurse’s shift and terminating 24 hours later, except for nurses who work in Surgical Services. For nurses in Surgical Services, “day” is defined as a period commencing at 12:01 a.m. and terminating 24 hours later. If an evening or night shift is added to Surgical Services, then “day” will be defined as a period commencing at the beginning of a nurse’s shift and terminating 24 hours later. The parties agree that a nurse’s overtime agreement shall be matched to his/her assigned shift, and will change if the nurse’s assigned shift is changed.

3. Overtime will be paid for time worked in excess of 80 hours in a work period of 14 consecutive days in lieu of this 40-hour-workweek provision (for 8 and 80 schedules only), if Hospital and an individual nurse have entered into such an agreement or understanding in writing, unless they thereafter agree to cancel the agreement or understanding.
E. Work in excess of the basic workday or workweek must be properly authorized in advance, except in an emergency.

F. The Hospital, the Association and bargaining unit nurses have a mutual interest in nurses taking their meal and rest breaks. The parties agree that providing breaks is the Hospital’s responsibility and taking breaks when scheduled or asked to do so is the nurse’s responsibility.

Employees are entitled to a non-duty, unpaid meal period of one-half (1/2) hour during each workday. Meal periods will be assigned as necessary in the course of making shift assignments. Employees required to be on duty during a meal period will be compensated.

Employees shall be provided a fifteen (15) minute rest period for each four (4) hours worked. Whenever possible, employees will be allowed to take their rest periods away from the immediate work area.

Rest rooms, locked cabinets, lockers, and small refrigerators are to be provided by Employer on each unit, provided that sufficient space is available.

The Hospital will provide directions and assurances to newly hired bargaining unit nurses at new employee orientation and to the remainder of the bargaining unit within 90 days of ratification of this agreement regarding the procedures to be followed for recording their missed breaks, including an assurance that nurses will not suffer adverse repercussions for recording missed breaks.

Nurses who experience issues with successfully taking their meal and rest breaks will, as soon as possible (include before missing the meal or rest break, if possible) report these issues to the individuals who have authority to intervene and assist (for example, charge nurse or manager).

G. All nurses will be scheduled to receive every second weekend off whenever possible. If this time off is not granted, a nurse will receive time-and-one-half their straight time rate of pay for every weekend or portion thereof on which he/she is
scheduled to work, until a weekend off is granted. Nurses who wish to work
consecutive weekends may sign an authorization to do so. Nurses who volunteer
to work consecutive weekends may withdraw such authorization upon eight (8)
weeks’ written notice prior to the date a new schedule must be posted. Other
alternate schedules may be arranged, in writing, by mutual agreement with the
appropriate nurse manager. Such exceptions, including authorized consecutive
weekend work, will not be subject to the time-and-one-half provisions.

Nothing in this Agreement prohibits Hospital from implementing or requires
Hospital to implement a more generous practice regarding weekend scheduling
than that set forth above.

H. **Lack of work on a holiday.** If a department is closed in observance of a holiday,
it shall make a reasonable effort to so notify employees. When there is a general
closing of a department for a holiday, the Hospital will not be expected to grant
the right to work to any employee in that department on that day. However, when
work is available, an employee may make up the time, upon approval of the
manager, provided it is in the same work week and the work does not result in
the payment of overtime or premium pay.

I. A full-time, part-time, or Per Diem nurse working on one of the holidays
designated in this section will be paid one and one-half times his/her straight-time
hourly rate for hours worked on the holiday. The designated holidays are New
Year’s Day, Martin Luther King Day, President’s Day, Memorial Day,
designated New Year holiday for the evening shift is the eve of the holiday. Time-
and-one-half will not be paid for evening shift of New Year’s Day. The designated
Christmas holiday will run from 7 p.m. on December 24 through 6:59 p.m. on
December 25. Note: A shift will be eligible for holiday pay if the majority of the
hours worked fall within the specified timeframe for the holiday.

J. Nurses will not suffer the loss of any fringe benefits as a result of not working one
of their scheduled working days at the request of Hospital, except as specifically
provided otherwise in this Agreement.
K. A nurse who is scheduled to report for work and who is permitted to come to work without receiving prior notice that no work is available in his/her regular assignment shall perform any nursing work to which he/she may be assigned or will be sent home without pay. When Hospital is unable to utilize the nurse in the usual clinical setting and the reason for lack of work is within the control of Hospital, the nurse will work as assigned or be paid for a minimum of four hours times the straight-time hourly rate plus applicable shift differential. The provisions of this section do not apply if the lack of work is not within the control of Hospital or if Hospital makes a reasonable effort at least two hours before the nurse’s scheduled time to work to notify the nurse by telephone not to report for work. It is the nurse’s responsibility to notify Hospital of his/her current address and telephone number. Failure to do so precludes Hospital from the notification requirements and payment of the above minimum guaranty.

L. If a nurse is unable to come to work, the nurse shall notify Hospital at least two and a half hours before his/her scheduled time to begin work, except in emergency circumstances.

M. A nurse will be required to float only if, in Hospital’s view, the nurse’s primary unit is adequately staffed without the nurse. For purposes of this section, “units” are defined as those listed in Article 1, Section A (except that ICU/PCU will be considered one unit – Critical Care and OR/Outpatient Surgery will be considered one unit). Geri Psych nurses will only float out of their unit on a voluntary, case-by-case basis; conversely, nurses will only float into Geri Psych on a voluntary, case-by-case basis.

i. Competency/Qualification. Nurses shall receive patient assignments commensurate with their skills and competencies. A nurse will not be required to float to a patient assignment that requires specialty competence for which he/she is not qualified. If a nurse feels that he/she is not qualified for a specific assignment, he/she should indicate the reasons why and give them at the time of the request to the appropriate charge nurse or appropriate supervisor/manager or designee for the record.
ii. **Float Assignments.** Nurses shall be floated only to work environments for which they have been oriented. For purposes of this section, “oriented” means that the nurse has received basic information needed to work on the unit, such as unit layout, location of supplies, and essential work protocols. A nurse may be oriented on a unit during the same shift that he or she is assigned to work, as long as such orientation begins before the nurse assumes any patient care duties. Each unit will develop its own written float guidelines with staff nurse input. Such guidelines will be available for viewing on each unit. Such guidelines will include sufficient information to orient the nurse on the unit.

iii. **Floating Requirements.** Nurses will not be floated more than once per shift. Nurses generally will be floated on a rotational basis, unless the charge nurse determines that the skill mix of the unit or the patient needs warrant a change in the rotation. The Hospital will make a good-faith effort not to float a nurse out of his/her unit when another nurse has floated into the unit on the same shift, unless such floating is required due to the expertise of the nurse or in order to meet patient care needs. If a nurse is floated out of rotation more than once per quarter, that issue will be raised at the next Labor Management Committee.

N. A schedule covering a minimum of a six-week period will be posted on each unit on the payday at least eight days prior to the beginning of the six-week period. After the schedule is posted on the applicable payday, adjustments to the posted schedule may be made only by mutual consent of the nurse and manager, unless an emergency situation necessitates a change, in which case the nurse will be given as much notice as practicable.

O. A nurse will not be scheduled for a full shift beyond the nurse’s budgeted hours without the nurse’s consent.

**ARTICLE 6 – EMPLOYMENT STATUS**

A. Hospital has the right to hire, promote, and transfer nurses, except as expressly limited by this Agreement.
B. A nurse employed by Hospital will not become a regular employee until he/she has been continuously employed for 90 calendar days.

C. All regular nurses shall give Hospital at least two weeks’ notice of intended resignation.

D. Hospital shall give regular nurses two weeks’ notice of the termination of their employment, or if less notice is given, then the number of working days within the period for which notice has not been given will be paid to the nurse at his/her regular rate of pay. The hours to be paid under this provision will be calculated based on the average number of regular hours paid per week during the preceding six months, less the number of shifts of notice given; provided, however, that no such advance notice or pay in lieu thereof will be required of nurses who are discharged for just cause.

E. A regular nurse who feels he/she has been suspended, disciplined, or discharged (including for violations of the Drug-Free Workplace policy) without proper just cause may present a grievance for consideration under the grievance procedure.

F. An in-person exit interview with a human resources representative will be made available to each nurse at the termination of employment.

G. **Investigatory Interviews.** Nurses have the right to request an Association representative at an investigatory interview which the employee reasonably believes might result in discipline and supervisors will inform employees of this right prior to the interview. Hospital will inform the nurse of the investigatory interview and its general subject matter (e.g., documentation, patient care, treatment of co-workers) at least 48 hours in advance of the interview unless (1) there is reason to believe that the notice period would result in the compromising of evidence or pose a risk to the safety of staff, patients or other members of the public, or (2) the employee consents to meet at an earlier time.
H. **Status of Investigation.** In the event that an employee is interviewed or otherwise notified of an investigation that could result in disciplinary action, Hospital will make its best efforts to notify the employee of the status of the investigation within 14 days of such interview or notice as otherwise mutually agreed.

I. **Progressive Discipline.** Corrective action will normally follow a systematic and progressive method by using increasingly stronger action. The principles of progressive discipline shall apply to disciplinary actions except when Hospital determines more escalated action is appropriate. This section shall not apply to nurses on their introductory period.

J. **Meetings.** The parties agree that it is desirable that investigatory and disciplinary meetings occur at the end of a nurse’s scheduled shift or on a mutually agreed day off from work.

K. **Disciplinary Documentation.** All disciplinary actions shall be recorded in writing. The written document shall be placed in the employee’s personnel file and a copy of the document shall be provided to the nurse receiving such discipline at the time it is administered. Written disciplinary notices will not be considered for progressive discipline after more than 2 years unless discipline was for theft, HIPAA violation, willful misrepresentation, conduct threatening or endangering the safety of others in the workplace, or discrimination, harassment, or assault/violence (as defined by law) against another person.

L. **Nurse Improvement Assessment.** Hospital, upon request from the nurse, will review the nurse’s performance related to the original disciplinary action and produce a written statement addressing the nurse’s success at resolving the issues that gave rise to the discipline. The statement thereafter shall be given to the nurse and placed in their personnel file.

M. **Performance Improvement Plans.** The parties recognize that mutually agreed upon Performance Improvement Plans (“PIPs”) are not in themselves disciplinary actions and that they serve as a constructive tool to aid an employee in
developing skills and/or improving performance. However, failure to follow a PIP or successfully complete the requirements of a PIP will usually lead to corrective action. Each PIP is expected to address specific practice issues and/or performance improvement goals with timelines for completion. Such plans are voluntary and may be initiated by either the nurse or management. However, nurse refusal to participate in a PIP will usually result in corrective action. If a plan is in place and there is a significant change in circumstances (e.g., significant change in workload or assignment), the nurse may request an adjustment to the plan to address the changed circumstances.

N. Coaching is informal, non-disciplinary, verbal counseling between employee and immediate supervisor. Any documentation regarding coaching that goes in an employee’s personnel or manager’s file will not be subject to the grievance process. If referenced in formal corrective action, Hospital shall provide a copy of coaching documentation at nurse’s request if such documentation exists.

ARTICLE 7 – LEAVES OF ABSENCE

Hospital will provide the leave of absence policy as delineated in Appendix C.

ARTICLE 8 – HEALTH AND WELFARE

A. At the beginning of employment, Hospital shall arrange to provide chest X-rays or TB screening at no cost to nurses.

B. Laboratory examinations, when indicated because of exposure to communicable diseases, will be provided to nurses by Hospital without cost to the nurse.

C. Nurses may participate in the benefit plan offered by Hospital.

1. **Medical Insurance.** Hospital will offer nurses a medical insurance plan with substantially equivalent benefits to those provided in the base plan designated by Hospital as of January 1, 2016. Hospital will contribute for nurses the same percentage of the monthly premium costs of the base plan designated by Hospital each year as Hospital contributes for other employees participating in the benefit plan, provided however that Hospital will maintain the percentage contribution for nurses within the range set
forth below. The remaining cost of the base plan and of other plan options will be borne by the nurse as a payroll deduction. Hospital will provide such benefits directly or by insurance carriers designated by Hospital.

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*A nurse is eligible if he/she regularly works 48 or more hours per pay period. Nurses who were employed on March 1, 2004, with budgeted hours of 40 to 47 hours per pay period and who participate in insurance will remain eligible for insurance for so long as the nurse maintains his or her current budgeted hours.

2. **Dental Insurance.** Hospital will offer to eligible nurses a group dental plan as with substantially equivalent benefits to those provided in the base plan currently designated by Hospital. Hospital will contribute for nurses the same percentage of the monthly premium costs of the base plan designated by Hospital each year as Hospital contributes for other employees participating in the benefit plan, provided however, that Hospital will maintain the percentage contribution for nurses between 61 percent and 67 percent. The remaining cost of the base plan and of other plan options will be borne by the nurse as a payroll deduction. Hospital will provide these benefits directly or by insurance carriers designated by Hospital.

3. **Long-Term Disability.** Hospital will offer to eligible nurses the long-term disability insurance currently designated by Hospital as the base plan or substitute therefor a program or programs with substantially equivalent benefits. Hospital will contribute 100 percent of the cost of the monthly premium for each participating nurse for the base program designated by Hospital each year.
4. **Group Life Insurance.** Hospital will offer to eligible nurses the group life insurance program currently designated by Hospital as the base plan or substitute therefor a program or programs with substantially equivalent benefits. Hospital will contribute 100 percent of the cost of the monthly premium for each participating nurse for the base program designated by Hospital each year.

5. **Vision Insurance.** Hospital will offer to eligible nurses the vision insurance program currently contained in the benefit program or substitute therefor a program or programs with substantially equivalent benefits. Nurses must pay their portion of the premium cost for vision insurance through payroll deduction. Hospital will contribute for nurses the same percentage of the monthly premium costs as Hospital contributes for other employees participating in the vision program.

6. **Short-Term Disability Insurance.** Hospital will offer to eligible nurses the short-term disability insurance currently designated by Hospital as the base plan or substitute therefor a program or programs with substantially equivalent benefits. Hospital will contribute 100 percent of the cost of the monthly premium for each participating nurse for the base program designated by Hospital each year.

Hospital will notify Association annually of changes to any component of the benefit program. For so long as nurses in the bargaining unit participate in the benefit program provided to other Hospital employees, any improvement to the benefit program or to any element of the benefit program will be implemented for nurses at the time it is implemented for other employees. If nurses negotiate a plan or programs different from those provided for other employees, nurses will not receive any changes in the benefit program provided to other Hospital employees.

D. **Impact of Health Care Reform.** The parties agree that Health Care Reform legislation may impact the provision of health insurance benefits under this Article. Given that, either side may reopen this Article once during the term of the
Agreement to bargain over potential changes. The party desiring such reopener shall provide written notice to the other party initiating the reopener. The parties will then meet promptly and bargain for a period of at least 60 days over any proposed changes to this Article. At the end of the 60-day bargaining period, Article 11 (No Strike/No Lockout) and Article 12, Step IV (Arbitration) will be suspended, but only for any disputes that may arise under this Article 8.

ARTICLE 9 – RETIREMENT PROGRAMS

A. Hospital will provide a noncontributory pension plan in which nurses may participate in accordance with its terms.

B. Hospital will maintain a payroll deduction program to enable nurses to contribute to a tax-sheltered annuity plan designated by Hospital.

C. Nurses may participate in accordance with the terms of the Performance Plan currently offered by Hospital.

D. Association will be notified in writing by Hospital of any proposed change to any of the plans or programs described in this Article at least 45 days prior to the change. Association shall respond to such a notification within ten days of receipt. Any improvements to the plans or programs described in this Article will be offered to nurses at the time the improvements are offered to other Hospital employees.

ARTICLE 10 – ASSOCIATION BUSINESS AND DOCUMENTS PROVIDED BY HOSPITAL AND ASSOCIATION

A. Duly authorized representatives of Association will be permitted at all reasonable times to enter the facilities operated by Hospital for purposes of transacting Association business and observing conditions under which nurses are employed; provided, however, the Association’s representatives shall, by at least the previous business day during normal business hours, notify the Human Resources Department or designee of the intent to transact Association business. Transaction of any business must be conducted in an appropriate location subject to general Hospital rules applicable to nonemployees (including
visitor ID badge or ONA badge), be confined to contract negotiation and administration matters, and must not interfere with the work of the employees or provision of patient care.

B. Hospital will provide Association with bulletin board space in each nursing unit, limited to notices of Association meetings, clinical education offerings, and materials addressing the practice of nursing, as defined by the existing statute governing professional nurses. The Hospital will make a reasonable effort to provide such bulletin board space in the break room or lounge of each nursing unit.

C. Association will provide Hospital with a written list of the names of the nurse(s) designated as the Association representative(s). Association will provide Hospital an updated list within 30 calendar days any time there is a change to the permanent designated Association representatives including nurses designated as association representatives.

D. Hospital agrees to provide to the designated Association representative every other pay period in an Excel spreadsheet the full names; name change, if any; address (street name and number, city, state and zip code); phone number; full-time equivalency (FTE); unique employee identifier; assigned shift unit and title; year-to-date actual hours worked; date of hire; seniority date; hours worked in the previous two pay periods; transfer dates, if any; and termination date, if any.

E. An Association representative may meet with newly-hired nurses for 30 minutes during new nurse employee orientation to give information about the Association and about membership. This meeting will occur on paid time for the newly-hired nurse(s). The Hospital will send to the Association a list of the scheduled Hospital general nursing orientation sessions, and specifying the 30-minute timeslot designated for ONA. The Hospital will notify the Association within a reasonable time of any changes to the schedule or nurses that will attend orientation. Nurse attendee at new employee orientation will be provided release time and pay during the presentation.
F. **Release for Legislative Activities.** Nurses selected by the Association to assist in interacting with members of the Oregon State Legislature or their staff will seek to obtain scheduled time off for this purpose as far in advance as possible. The employer will undertake reasonable efforts to grant the requested time off. The Association will limit such requests so that a maximum of 2 nurses will be released for this purpose at any given time and release for legislative activities is limited to 24 hours per calendar year. Unless using PLH, release for legislative activities shall be unpaid.

**ARTICLE 11 – NO STRIKE/NO LOCKOUT**

In view of the importance of the operation of Hospital’s facilities to the community, Hospital and Association agree that there will be no lockouts by Hospital and no strikes, sympathy strikes, or other interruptions of work by nurses or Association during the term of this Agreement. This provision does not prohibit a nurse from engaging in other, lawful expressions of speech on the nurse’s own time, provided that such activity does not interfere with assigned work or the provision of patient care.

**ARTICLE 12 – GRIEVANCE PROCEDURE**

A. The nurse may be represented by up to two Association representatives at Steps I-III in the grievance procedure at the request of the nurse unless the Association requests additional representatives and Hospital approves. Hospital will not unreasonably deny such requests. In addition to the director, Chief Nursing Officer, and Administrator, or their designees who shall be present at the Step I, Step II, and Step III meetings, respectively, Hospital may be represented by up to two representatives plus Human Resources at any Step in the grievance procedure. The number of representatives each side may have at Step IV shall be decided by mutual agreement or by the arbitrator.

Any grievance or dispute that may arise between the parties over the application, meaning, or interpretation of this Agreement is to be settled in the following manner:

**Step I:** The nurse (or Association in the case of grievances directly affecting at least three nurses) shall take up the grievance by submitting it in writing within 14 calendar days of the alleged occurrence or of the date when the nurse (or
Association, with respect to Association grievances) should reasonably have known of the alleged occurrence. The grievance is to set forth the facts of the dispute, including the date of the alleged violation, the name(s) of the employee(s) affected, the specific provisions of this Agreement in dispute, and the relief requested. The director over the nursing area affected or his or her designee shall hold a Step I grievance meeting within 14 calendar days of receipt of the grievance, if a meeting is requested in writing at the time of grievance filing or if the director or designee believes a Step I meeting would be beneficial. Otherwise, the director or designee shall research the matter without a meeting. The director or designee shall respond to the nurse within 14 calendar days of receipt of the grievance or within 14 calendar days following the Step I meeting, whichever is later. Grievances over the termination of a nurse are covered in Section F below.

**Step II:** If the grievance has not been settled to the satisfaction of the nurse (or Association in the case of a grievance directly affecting at least three nurses) at Step I, it may be presented in writing to the Chief Nursing Officer within 14 calendar days after the Step I response is received by the grieving nurse or the Association, as applicable, or at the end of the Step I response time, whichever is earlier. The Chief Nursing Officer or designee shall conduct a meeting within 14 calendar days after receipt of the grievance with the nurse and, if the nurse requests, up to two Association representative(s) to review the matter. The Chief Nursing Officer or designee will respond in writing to the nurse (or Association in the case of a grievance directly affecting at least three nurses) within 14 calendar days following the meeting.

**Step III:** If the grievance has not been settled at Step II, it is to be presented in writing to the Administrator of Hospital within 14 calendar days after the date of the written response by the Chief Nursing Officer or the date such reply was due in Step II, whichever is earlier. The Administrator or designee shall meet with the grievant, and up to two Association representative(s) within 14 calendar days after receipt of the grievance to review the matter. The Administrator or designee will respond within 14 calendar days after the meeting, in writing to the grievant, with copies to the Association Grievance Committee and Association.
Step IV: If the grievance is still unsettled, Association may by written notice to Hospital request arbitration within seven calendar days of the date of the Administrator’s or designee’s written response.

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

C. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The decision of the arbitrator is to be final and binding on the parties, and the arbitrator will be requested to issue his/her decision within 30 days after the conclusion of testimony and arguments.

D. Expenses for the arbitrator’s services and the proceedings are to be borne equally by Hospital and Association. Each party, however, is responsible for compensating its own representatives and witnesses. The parties will attempt to reach agreement on whether or not an official transcript will be made. If the parties cannot agree, either party may require an official transcript of the hearing, as long as it pays for the transcription services and makes copies available without charge to the arbitrator. If the other party later desires a copy of the transcript, it shall be responsible for half the cost of the transcription services and the full cost of its copy of the transcript.

E. Termination of a nurse who has not become a regular employee is not subject to the Grievance Procedure. A grievance over the termination of a regular nurse that is alleged to be without proper cause is to be taken up by submitting it in writing at Step II within 14 calendar days of the date of termination.
F. The time limits set forth in this article may be extended by mutual agreement in writing between Hospital and Association.

ARTICLE 13 – PROFESSIONAL DEVELOPMENT

A. Hospital shall provide counseling and evaluation of the work performance of each nurse covered by this Agreement not less than once per year. Upon request at the time of a written evaluation, the nurse will be given a copy of the evaluation.

B. Hospital agrees to maintain a continuing in-service education program for all personnel covered by this Agreement. If a nurse is required by Hospital to attend in-service education functions or required to attend staff meetings outside his/her normal shift, he/she will be compensated for the time spent at those functions at his/her established day straight-time hourly rate.

C. Hospital will provide the following:
   1. Hospital will establish a pool of 2000 hours per calendar year for educational leave to attend courses directly related to nursing assignments at Hospital where attendance would be of benefit to both the nurse and Hospital. The Hospital will develop a policy, after receiving input from PNCC, regarding the allocation of the hours in the pool. Any revisions to the policy will be reviewed with the PNCC prior to implementation. Full-time and part-time nurses employed for at least six months are eligible to request educational leave days from the pool. Educational leave time must be requested in writing to the Manager of the Department in which the nurse works as far in advance as possible, specifying the date and nature of the course requested, and is subject to the Department Manager’s prior approval. Approval for up to thirty-six* hours per calendar year per FT nurse is not to be unreasonably withheld; approval for more than thirty-six* hours will be at the sole and exclusive discretion of the Manager of the Department in which the nurse works. The Manager of the Department in which the nurse works shall provide the nurse with a reason, in writing, for any denial of educational leave within 21 calendar days of the receipt of the request. For each educational leave day granted, the nurse will receive pay at the nurse’s straight-time rate of pay as follows:
a. If the nurse is missing work on an otherwise regularly scheduled workday(s), the nurse will be paid for those hours of work that it is necessary to miss in order to attend the scheduled session. However, if a nurse is regularly scheduled to work a shift in excess of eight (8) hours and the training, conference, or course is held on Hospital campus, then the nurse may be required to work any missed hours in excess of eight (8) hours immediately prior to or following the conference or training.

b. If the nurse is not missing a regularly scheduled day of work, the nurse will be paid for those hours of attendance at the education session.

Educational leave hours from the pool not used in a calendar year will not be carried over. Upon request by Hospital, a nurse who has taken educational leave will submit a report or make an oral presentation for the purpose of sharing the contents of the course attended, as a condition of receiving educational leave pay.

*PT nurses’ education hours for each year will be ½ of the nurse’s budgeted FTE in January of that year. Any status change from FT to PT or vice versa will not change education hours for the remainder of the year.

2. Hospital shall provide a pool of money in the amount of $30,000 to be used to pay expenses for registration fees or portions thereof related to educational leave to attend courses directly related to the nursing assignment at Hospital and of benefit to Hospital and the nurses. Full-time, part-time, and Per Diem nurses employed for at least six months are eligible to request funds from the pool. The Hospital will develop a policy, after receiving input from the PNCC, regarding the allocation of the dollars in the pool. Any revision to the policy will be reviewed with the PNCC prior to implementation. Educational dollars that are not used in the calendar year will not be carried over.
3. Hospital will provide a designated member of the PNCC with a quarterly update as to status of the hours and fund pools described above.

D. Newly employed nurses will be given an orientation in accordance with a detailed and specific plan.

E. Hospital will pay a nurse’s tuition and fees for a specific course that Hospital requires the nurse to attend.

F. Nurses may participate in accordance with the terms of the tuition assistance plan made available to the majority of Hospital employees who are not represented, as is currently in effect and as changed from time to time, in the Hospital’s discretion.

ARTICLE 14 – PROFESSIONAL NURSING CARE COMMITTEE

A. The Association Bargaining Unit of Hospital shall elect from its membership up to five members of the unit, who will be included on the Professional Nursing Care Committee (“PNCC”).

B. The PNCC shall meet not more than once a month at times that do not conflict with routine duty requirements. Each PNCC member is entitled to two paid hours per month at his/her regular straight-time rate for the purpose of attending PNCC meetings.

C. The PNCC shall prepare an agenda and keep minutes for all of its meetings, copies of which are to be provided to the Chief Nursing Officer within five days after each meeting.

D. The PNCC shall consider matters that are not proper subjects to be processed through the grievance procedure, including the improvements of patient care and nursing practice and staffing issues.
E. Hospital recognizes the responsibility of the PNCC to recommend measures objectively to improve patient care, will duly consider such recommendations and will respond to such recommendation(s) within three weeks.

ARTICLE 15 – SENIORITY AND JOB POSTING

A. Seniority:

1. Continuous employment means the performance of all scheduled hours of work, including time off because of paid-leave hours, extended-illness hours, and low-census hours, reduced by the periods of any authorized unpaid leaves of absence of 14 or more days that has not been interrupted by the occurrence of the following:
   a. Termination, unless rehired within 30 days.
   b. Layoff for lack of work that has continued for six consecutive months.
   c. Continued absence following the expiration of a written leave of absence or emergency extension thereof granted by Hospital.
   d. Absence from work for three consecutive working days without notice to Hospital.
   e. Failure to report for work promptly after an accident or sickness when released to return to work by a physician.
   f. With respect to Per Diem nurses only, not having worked for Hospital as a nurse for three consecutive months, excluding time while absent because of illness or on-the-job injury.

2. Seniority is the total length of continuous employment from the date of hire as a nurse in the bargaining unit covered by this agreement. In cases where two nurses or more have the same seniority, the nurse with the lower employee number shall be deemed to have higher seniority. A staff nurse covered by this Agreement who, without a break in employment by
Hospital, enters non-bargaining-unit employment by Hospital that is not covered by this Agreement retains all previously earned seniority under this Agreement, which will be the individual’s seniority if the individual is subsequently employed as a staff nurse under this Agreement without a break in Hospital employment.

B. Job Posting and Filling of Vacancies:

1. Qualified internal nurse applicants who apply using the Hospital’s current application system to change units, shifts, or hours will be hired in order of seniority when vacancies occur, first among all full- and part-time nurses within the unit, then among staff nurses in the Specialty Nurse Residency program (unless Specialty Nurse Resident was an ONA represented employee before residency, in which case seniority applies), then among Per Diem applicants within the unit, then among all full- and part-time nurses house-wide; and next among Per Diem applicants house-wide.

2. A nurse who wishes to change shifts, move to another nursing service department, or change status (i.e., part-time, full-time, or Per Diem) shall make his/her wish known using the Hospital’s current application system for each job vacancy the nurse desires. Hospital will post weekly a list of all job vacancies to be filled with budgeted hours for each position to include unit, shift, and hours per day.

3. If a nurse’s status is converted to Per Diem because the nurse has no protected leave and the nurse’s PLH and EIH banks have been exhausted, for purposes of bidding rights for vacant positions as described in B.1 and B.2 above, the nurse will be deemed to have the status and seniority he or she had before the nurse’s status was converted to Per Diem. For purposes of bidding, the nurse will be deemed to have the status and seniority he or she had before being converted to Per Diem for a period of 90 days from the date that the nurse was converted to Per Diem status.
4. Nurses who have received a written warning or above in the previous six months, shall not be eligible to change units, shifts or hours.

ARTICLE 16 – REDUCTION IN FORCE

If Hospital determines that there should be a reduction in force of nurses, the reduction will take place as follows:

A. **Low-Census Day.** If Hospital expects a reduction in force within the shift of a unit to last for 21 continuous calendar days or less, this low-census-day provision applies. Low-census days will be in the following order:

- Short Notice Shift (Code 62) (will not count for low census days for purposes of rotation)
- Extra shifts (will not count for low census days for purposes of rotation)
- Volunteers
- Travelers/agency
- Per diems
- Resource nurses
- Mandatory by a system of rotation of no more than 16 hours per pay period

New graduates will not be low censused until they finish 24 weeks of employment and experienced new hires will not be low censused until they finish their orientation period.

1. Hospital will not impose mandatory low-census on a regular nurse more than a total of 16 hours per pay period. Nurses may be required to be on standby and be called in as needed for his/her unit only. Nurses on standby will be paid standby pay in accordance with Appendix A to this Agreement. Nurses on Short Notice Shifts (Code 62) and extra shifts who are canceled, or sent home early, will have the option to be on standby.

2. A voluntary low-census day must be for at least four (4) hours of the nurse’s assigned shift to be considered a low-census day for purposes of rotation.

3. Outside nurses will be required to accept mandatory low-census days before Full-time, Part-time, and Per Diem nurses who are working on a regularly scheduled shift and who are not in overtime or premium pay
status. Day-agency nurses will be sent home before Full-time, Part-time, and Per Diem nurses employed under the terms of this Agreement.

4. A nurse will be told at the beginning of the nurse’s shift whether he or she will be needed for any period during such shift. A nurse who is told that he or she is assigned low census for the first portion of his or her shift will work the assigned portion of the shift at the nurse’s regular hourly rate of pay. If the nurse is assigned to be on standby by the Hospital and is subsequently called into work while on standby status, the nurse will be paid according to Appendix A, Section I.2.

B. Layoff. If the reduction in force within the shift of a unit is expected by Hospital to, or actually does, last for more than 21 continuous calendar days, layoff will be used instead of low census days. At the time that Hospital announces a layoff, Hospital shall orally notify Association at least twenty-one days in advance, followed by written notification. Layoff will be in the reverse order of seniority among the nurses on the shift of the unit affected, provided that the remaining nurses on the unit and shift are qualified to perform the work to be done. The nurse(s) to be laid off under the preceding sentence may go on layoff or, if the nurse(s) has greater seniority than other nurse(s) on the unit, may request to replace the least senior nurse on the same unit in a comparable position. When such a request is made, it will be granted and the least senior nurse on the unit in a comparable position will be laid off, provided that the remaining nurses on the unit and shift are qualified to perform the work to be done.

1. In the event of a layoff under this Section B, a laid-off nurse may request and will be entitled to replace the least senior nurse in Hospital in a comparable position, provided that the laid-off nurse has greater seniority than the other nurse and is qualified to perform the work to be done. In such circumstances, the replaced nurse will be laid off.

2. Recall from a layoff under this Section B will be in the reverse order of the layoff, provided that the nurse is qualified to perform the work to be done. If a laid-off nurse is recalled to a position that is not comparable to the nurse’s position at the time of layoff, the nurse may refuse the recall,
which will waive his/her recall rights for that assignment. With respect to such a waiver, the nurse’s original layoff for lack of work will continue as if no recall had occurred. No Per Diem will be assigned to the shift on the unit where the layoff actually occurs while nurses from that unit and shift are on layoff, unless qualified laid-off nurses are not available to perform the assignment.

3. Pursuant to Section 15(A)(1)(b) of this Agreement, any recall rights shall end six months after layoff.

C. Definitions. For purposes of this Article, the following definitions apply:

1. A “comparable position” is defined as:
   a. Within plus or minus one of the nurse’s regularly scheduled shifts per pay period at the time of layoff (e.g., shifts of 8, 9, 10, or 12 hours);
   b. The same shift; and
   c. For purposes of Article 16, Section B(2) (recall), including the same unit.

2. “Units” are defined as those listed in Article 1.A (except that ICU/PCU will be considered one unit – Critical Care).

ARTICLE 17 – GENERAL

A. Goods and Services. Nurses will receive the same discounts and prices on purchases of goods or services as received by the majority of Hospital’s noncontract employees.

B. Security and Safety. The Association Bargaining Unit of Hospital shall appoint three of its members to serve on Hospital’s Environment of Care Committee for so long as Hospital maintains the Committee. The bargaining-unit nurses serving on the Committee will be paid for the purpose of attending Committee meetings and performing duties or tasks assigned by the Committee.
C. **Benefits Committee.** The Hospital will establish an employee benefits committee that includes three Nurses appointed by the Association to review the insurance provided as part of the plan described in Article 8 and the retirement programs described in Article 9. The purpose of this committee is to provide input and recommendations to the Hospital regarding employees’ preferences within the contractual terms of Articles 8 and 9. The committee will not have the authority to negotiate or to change the terms of the existing contract. Up to three such nurses will be paid at the respective nurse’s regularly hourly rate of pay for attendance at such meetings. The committee will meet no less than four times in 2013, 2014 and 2015. Dates and times for the meeting will be circulated in advance. Any additional meetings will be as determined by the committee. The committee will be provided with a Hospital employee who is trained as a facilitator and who will not serve as a member of the committee.

D. The Labor Management Committee will be maintained to foster improved communication between the Hospital and Association and to discuss matters of mutual concern, including, but not limited to, professional nursing care, employee benefits, and avoiding grievances. The Committee shall be limited to an advisory rather than a decision-making capacity. However, if the members of the Committee are in agreement on resolution of an issue, such members shall recommend the resolution to the appropriate decision-makers.

1. The Committee shall consist of representatives of management and up to three (3) employees selected by the bargaining unit. Participation in Committee meetings will be considered as time worked up to a maximum of two (2) hours per day, and paid at the appropriate rate of pay.

2. Agendas will be developed jointly. The minutes will be written and jointly approved prior to distribution. The Employer will make the minutes available on Hospital intranet.

3. Timely resolution of issues is in the best interests of both parties so with the introduction of a new issue, the Committee shall attempt to agree upon a desired appropriate time frame for issue resolution.
ARTICLE 18 – SEPARABILITY
If any provision of this Agreement is declared invalid at any time by any court of competent jurisdiction on or through government regulations or decree, that decision will not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 19 – SUCCESSORS
If Hospital, by merger, consolidation, sale of assets, lease, franchise, or any other means, enters into an agreement with another organization that in whole or part affects the existing collective bargaining unit, then the successor organization will be bound by each and every provision of this Agreement. Hospital shall call this provision to the attention of any organization with which it seeks to make an agreement as aforementioned, and if notice is so given, Hospital will have no further obligations hereunder from date of takeover.

ARTICLE 20 – DURATION AND TERMINATION
This Agreement is effective as of the date of ratification by both parties, except as specifically provided otherwise, and will remain in full force and effect until June 30, 2022, and from year to year thereafter unless either party serves written notice on the other to modify, amend, or terminate at least 120 days prior to June 30, 2022, or any subsequent anniversary thereof.

ARTICLE 21 – APPENDICES
Appendices or addendums are intended to be part of this entire Agreement and by this reference are made a part hereto.
IN WITNESS WHEREOF the Hospital and the Association have executed this Agreement as of August, 2020

OREGON NURSES ASSOCIATION

Brian Howard
Labor Rep. Brian Howard

Labor Rep. Sarahi Soto-Talavera

PCU: Cindy Kistler, RN

ED: Chris Peterson, RN

Terri Kaiser

TOPS: Terri Kaiser, RN

TOPS: Cindy Whitaker, RN

Med/Surg: Jayesh Palshikar, RN

Med/Surg: Chris Fults, RN

FBU: Andrea Haney, RN

TUALITY COMMUNITY HOSPITAL

Lori James-Nielsen
Lori James-Nielsen, President

Jen Packer
Jen Packer, Chief Nursing Officer

Kelley Frengle
Kelley Frengle,
Vice President, Human Resources

ONA/Tuality Community Hospital Collective Bargaining Agreement August 30, 2020 - June 30, 2022

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APPENDIX A

A1. Existing rates of pay shall be as follows:

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A2. Effective with the first full pay period beginning after July 1, 2021, rates of pay shall be adjusted by 3% as follows:

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B. Temporary assignment to a higher position/shift: A nurse temporarily assigned to a higher position and shift will be compensated for such assignment at no less than the minimum rate of pay applicable to the higher position if the assignment lasts for at least four hours.

C. Per Diem Nurses: Per Diem nurses will be paid on the same pay scale as other bargaining unit nurses (noted in Section A above), plus 10%. Per Diem nurses will have the obligation to work the minimum required hours specified in Article 1, Section B of this Agreement.

A nurse may not move between Per Diem status and regular full-time or regular part-time status more than once per year.

D. Resource Nurses: Resource nurses will be paid on the same pay scale as other bargaining unit nurses (noted in Section A above), plus $3 an hour.

E. Shift Differentials:

1. Nurses working on the evening shift will receive $2.50 per hour in addition to the appropriate hourly rate set forth in paragraph A above. Evening shift is defined as any shift in which a majority of hours are scheduled after 2:30pm.

2. Nurses working on the night shift will receive $5.75 per hour in addition to the appropriate hourly rate set forth in paragraph A above. Night shift is defined as any shift in which a majority of hours are scheduled after 9pm.
If an employee is scheduled for a night or evening shift and works a partial shift due to low census, they will be paid the applicable shift differential for the originally scheduled shift.

If an employee is regularly scheduled to a shift receiving a differential, that shift differential will also be paid for Paid Leave Hours (PLH), Extended Illness Hours (EIH), Bereavement leave, Jury Duty and court appearance hours.

Shift differential is included in calculating overtime pay.

F. House Supervisory Relief: Nurses who are assigned to work as house supervisors on a relief basis will receive $1.50 per hour for that work in addition to the appropriate hourly rate set forth in paragraph A above.

G. Relief Charge Nurse: Nurses who are assigned to work as Relief Charge Nurse will receive $2.50 per hour for that work in addition to the appropriate hourly rate set forth in paragraph A above.

H. Preceptors: Nurses assigned to work as preceptors for newly employed RN’s and senior practicum students will be compensated $2.00 per hour in addition to the appropriate hourly rate of pay set forth in paragraph A above and other applicable differentials.

I. Standby: The following standby policies apply:

1. Nurses regularly employed full-time, part-time, and per diem will be paid $4.00 for each hour of scheduled standby, until the scheduled standby ends.

2. Time actually worked when called in while on scheduled standby will be paid for at one and one-half times the nurse’s regular straight-time hourly rate of pay (double time for callback hours on December 25). Neither this nor any other one-and-one-half-time premium is to be pyramided with other such premiums.
3. Nurses who are called in while on scheduled standby will be assigned a minimum of three hours' work or pay in lieu thereof.

4. Nurses on scheduled standby for a unit and shift will be called in before nonscheduled nurses are called in for that unit and shift.

5. Nurses on scheduled standby who are called in must be at work within sixty (60) minutes of being called, or as indicated by unit requirements.

6. Nurses for whom standby is required (Endoscopy, PACU, Cath Lab, OR) will be paid $5 an hour for all standby hours in that pay period.

J. Merit: Association recognizes the provisions of this Agreement to be the minimum standards of employment. Hospital reserves the right to reward an individual nurse’s performance over and above the prescribed conditions called for in this Agreement.

K. Experience: Effective on ratification of this Agreement, a nurse will be hired at the wage step that reflects his or her total current experience relevant to the nurse’s position as a registered nurse, as determined by the Hospital. A nurse will progress to the next wage step under paragraph A above (e.g., moving from Step 10 to Step 15) on the later of (1) the nurse’s anniversary date after completion of the requisite number of years of experience (e.g., 10 years), provided the nurse has also completed 832 hours, per anniversary year, since the nurse’s last wage increase; or (2) after completing 832 hours per anniversary year since the last wage step increase. “Hours” for purposes of this paragraph includes (1) hours compensated at straight time rate or above; and (2) involuntary low census hours.

1. If a nurse hired after ratification of the 2018-2020 contract believes that the nurse’s wage placement does not properly reflect the nurse’s experience relevant to the nurse’s position, the nurse may request an experience and competence review at ninety (90) days of employment. If the Hospital’s Human Resources Department, in conjunction with nursing leadership, determines that the nurse’s experience and/or competence
merits an increase in wage placement, such change will be made within a reasonable time.

L. Weekend Differential: Weekend (defined as Saturday and Sunday for day shift and evening, Friday and Saturday for night shift) differential will continue to be paid at the rate of $1.50 per hour.

M. Extra/Odd Shift Differentials: Regular full-time and regular part-time nurses who work an extra/odd shift, as approved in advance by Hospital leadership, earn a differential of $5 an hour. Cancelation of extra shift do not count as a low census day for purpose of rotation.

N. Over 16 Consecutive Hours: Employees who work over sixteen (16) consecutive hours (including hours worked after being called in before the shift or end of shift hours worked due to being on call) shall be paid double-time for each consecutive hour or fraction of in excess of sixteen (16) hours. Double-time shall be paid at the overtime rate of time and one-half (1 ½) the regular rate of pay plus an additional one-half (1/2) the straight rate of pay.

O. Certification: Effective following ratification of this Agreement, a nurse who meets the requirements of this section will be paid a bonus in accordance with this section.

1. The nurse must have a current nationally recognized specialty certification on file with the Hospital for the area where the nurse works at least half of his or her hours. Eligibility for the certification payment will cease immediately with the expiration date of the certification, unless the nurse presents written proof to the Hospital of certification renewal before the expiration date.

a. Resource nurses will be eligible for certification pay for all hours worked if they have a current nationally recognized specialty certification on file with the Hospital for an area for which the Resource nurse is competent and where the Resource nurse has chosen to work as one of their primary assignments.
2. Only one certification will be recognized for purposes of payment under this section, unless the Hospital agrees to recognize more than one certification per nurse.

3. The following certifications will be accepted by the Hospital for purposes of payment under this section:

<table>
<thead>
<tr>
<th>Unit</th>
<th>Certifying Body</th>
<th>Certifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Surgical</td>
<td>American Nurses Association (through the American Nurses Credentialing Center)</td>
<td>Medical Surgical Nurse RN,BC for baccalaureate level certifications; RN,C for associate/diploma level certifications</td>
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<tr>
<td></td>
<td>Oncology Nurses Association</td>
<td>Oncology Certified Nurse OCN</td>
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<td>National Association of Orthopedic Nurses</td>
<td>Orthopedic Nurse Certified ONC</td>
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<td>American Association of Neuroscience Nurses</td>
<td>Certified Neuroscience Registered Nurse CNRN</td>
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<td>Medical Surgical Nursing Certification Board</td>
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<td>Hospice &amp; Palliative Credentialing Center</td>
<td>CHPN – Certified Hospice and Palliative Nurse</td>
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<td>Academy of Medical-Surgical Nurses; Medical Surgical Nursing Certification Board</td>
<td>CMSRN – Certified Medical Surgical RN</td>
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<td>Certified Nurse Operating Room CNOR</td>
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<td>American Nurses Credentialing Center ANCC</td>
<td>RN-BC Ambulatory Care Nursing Certification</td>
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<td>Unit</td>
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<td>Certifications</td>
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<td>Certified Emergency Nurse CEN</td>
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<td>American Association of Critical Care Nurses AACN</td>
<td>CFRN Certified Flight Registered Nurse</td>
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<tr>
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<td>American Board of Neuroscience Nursing ABNN</td>
<td>CPEN Certified Pediatric Emergency Nurse</td>
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<tr>
<td></td>
<td></td>
<td>TCRN Trauma Certified Registered Nurse</td>
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<td></td>
<td></td>
<td>CCRN – Critical Care Registered Nurse</td>
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<tr>
<td></td>
<td></td>
<td>SCRN – Stroke Certified Registered Nurse</td>
</tr>
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<td>ICU</td>
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<td>CCRN</td>
</tr>
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<td>American Association of Heart Failure Nurses Certification Board AAHFN-CB</td>
<td>PCCN</td>
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<td>American Association of Neuroscience Nurses; American Board of Neuroscience Nursing ABNN</td>
<td>CNRN – Certified Neuroscience Registered Nurse</td>
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<td></td>
<td></td>
<td>SCRN – Stroke Certified Registered Nurse</td>
</tr>
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<td>CCRN</td>
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<td>American Association of Heart Failure Nurses Certification Board AAHFN-CB</td>
<td>PCCN</td>
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<td>American Association of Neuroscience Nurses; American Board of Neuroscience Nursing ABNN</td>
<td>CHFN -- Certified Heart Failure Nurse</td>
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<td>CNRN - Certified Neuroscience Registered Nurse</td>
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<td>Certifications</td>
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<td>Certified PeriAnesthesia Nurse CPAN</td>
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<td>American Nurses Credentialing Center ANCC</td>
<td>CAPA – Certified Ambulatory Perianesthesia Nurse</td>
</tr>
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<td>Endoscopy</td>
<td>Gastroenterology Nurses &amp; Associates Inc. (SGNA)</td>
<td>CGRN Certification of Gastroenterology RN</td>
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<td>CAPA – Certified Ambulatory Perianesthesia Nurse</td>
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<td>ABPANC</td>
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<td></td>
<td>American Nurses Credentialing Center ANCC</td>
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<tr>
<td>DSU</td>
<td>American Nurses Association (ANCC)</td>
<td>Medical Surgical Nurse RN,BC or RN,C</td>
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<td>American Board of Perianesthesia Nursing Certification, Inc.</td>
<td>Ambulatory Care Nursing RN,C</td>
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<td>Unit</td>
<td>Certifying Body</td>
<td>Certifications</td>
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<td>Inpatient Obstetrical Nursing RNC-OB</td>
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<td>International Board of Lactation Consultant Examiners</td>
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<td>American Nurses Credentialing Center ANCC</td>
<td>Lactation Consultant**</td>
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<td>National Certification Corporation NCC</td>
<td>RN-BC Perinatal Nursing Certification</td>
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<td>Pediatric Nurse Certification Board PNCB</td>
<td>RNC-MNN Maternal Newborn Nursing</td>
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<td>RNC-NIC – Neonatal Intensive Care Nursing</td>
<td>CPN – Certified Pediatric Nurse RNC-LRN low risk neonatal nursing</td>
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<td>C-Efm electric fetal monitoring (NCC)</td>
<td>RNC-NIC C-EFM electric fetal monitoring</td>
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<td>RNC-LRN low risk neonatal nursing (NCC)</td>
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<td>C-ELBW Care of extremely low birth weight neonate (NCC)</td>
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<td>Geri Psych</td>
<td>American Nurses Credentialing Center ANCC</td>
<td>RN-BC Gerontological Nursing Certification</td>
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<td>RN-BC Medical Surgical Nursing Certification</td>
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<td>RN-BC Psychiatric-Mental Health Nursing Certification</td>
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<td>Cath Lab</td>
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<td>Cardiovascular Nursing CVN</td>
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<td>American Board of Cardiovascular Medicine</td>
<td>RN-BC Cardiac Vascular Nursing Certification</td>
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<td>Cardiovascular Credentialing International CCI</td>
<td>CVRN-BC Cardiovascular Registered Nurse Board Certified</td>
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<td>American Association of Critical Care Nurses AACN</td>
<td>RCIS5 – Registered</td>
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<td>Cardiovascular Invasive Specialist</td>
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<tr>
<td></td>
<td></td>
<td>CCRN – Critical Care Registered Nurse</td>
</tr>
</tbody>
</table>
4. Nurses who meet the above criteria and who complete at least 1820 hours per calendar year will be paid a bonus of $1,800 after the end of the last pay period of the year. Nurses who meet the above criteria and who complete between 988 and 1819 hours per calendar year will be paid a bonus of $900 after the end of the last pay period of the year. To receive the bonus, a nurse must remain on the payroll through the close of the last pay period of the year. “Hours” for purposes of this paragraph includes (1) hours compensated at straight time rate or above; and (2) involuntary low census hours. Any nurse who obtained the certification for which s/he is receiving a certification bonus during the calendar year will have the above-referenced certification bonus pro-rated based upon the date notice of certification is provided to Human Resources by the nurse (pro-ration shall be based upon a 365-day calendar year).

P. Short Notice Shift Incentive:

1. The Short Notice Shift Incentive is to be used only for those shifts that are called off for illness, injury, bereavement leave, sustained patient surge, potential department divert, boarding multiple critical patients, or jury duty (for any days the nurse did not have advance notice) 48 hours or less before the shift starts or because of increased patient census within the last 48 hours.

2. Short Notice Shift Incentive is available to all bargaining unit nurses. However, only for the Per Diem Nurses who have worked 24 hours in the same period.

3. Short Notice Shift Incentive is available only for extra work and not for regularly scheduled work or traded days.

4. Short Notice Shift Incentive is available for all nursing units.

5. If a nurse reduces his or her budgeted hours, this Short Notice Shift Incentive is not available to such nurse (regardless of hours he or she
works) for a period of 6 months from the date the nurse reduces his or her budgeted hours.

6. If a nurse does not work his or her regularly scheduled shifts for reasons other than prescheduled PLH/EIH or low census, the nurse will be ineligible for the Short Notice Shift Incentive for the same number of shifts that the nurse missed during a pay period.

7. This Short Notice Shift Incentive does not apply to overtime hours associated with a normally scheduled shift to complete shift duties (e.g., charting). Further, this Short Notice Shift Incentive is available only for shifts of four (4) hours or more, except for nurses who are working a short notice shift immediately following or preceding a 12-hour shift, in which case it is available for shifts of three (3) hours or more.

8. The hours designated as Short Notice Shift Incentive hours will be paid as follows:
   (a) Time and one-half the nurse’s regular hourly rate for work that would have been paid at straight time.
   (b) Two times the nurse’s regular rate if the nurse would already have been paid at time and one-half for such hours.

9. For OR, Endoscopy, Women’s and Children’s Center, Cath Lab, and PACU, Short Notice-call Shift will be paid at the rate of $8.00 per hour for standby. (Call back work is at the normal rates specified in the collective bargaining agreement.)

10. Extra-shift and Odd-shift differentials are not to be added on to the hours for the Short Notice Shift Incentive that is in use.

11. Weekend differentials and shift differentials will be paid as applicable.
12. Nurses scheduled to receive Short Notice Shift Incentives will be canceled first and will not count for low census.

Q. Break Relief Nurses: The Hospital commits to assigning to each unit or cluster, as defined below, a Break Relief Nurse for the purposes of rest and meal breaks. Break Relief Nurses will relieve RNs with permanent patient assignments for rest and meal breaks. Break Relief Nurses will not have permanent patient assignments.

Units are defined as:

- Critical Care
- Medical/Surgical
- Emergency Department
- Women’s and Children’s Center
- Geriatric Psychiatry

Hospital agrees to work on level loading in the PACU, Day Surgery, Outpatient Surgery, Operating Room, Endoscopy, and Cath Lab for the purpose of breaks. Break coverage in these units will be assessed quarterly in Labor Management meetings.

Nurses who are assigned to work as Break Relief Nurse will receive $3.00 per hour for that work in addition to the appropriate rate set forth in paragraph A above.
APPENDIX B – PAID TIME OFF

A. In contrast to the more traditional approaches of vacation, holiday, and sick leave, Hospital combines the total of nurse time off into two banks: paid leave hours (“PLH”) and extended illness hours (“EIH”).

Nurses may use PLH for a variety of purposes, such as short-term personal illness, family emergencies/illness, vacation, holidays, religious observances, preventive health and dental care, and other excused absences.

The EIH bank is considered short-term disability coverage providing financial protection for extended illnesses or disabilities that last for more than five calendar days or starting with the first day of Hospitalization. (This includes ambulatory surgery procedures in a surgery center or Hospital or other verifiable medical/dental surgical procedures necessitating time away from work.) EIH may be taken in one-hour increments. Up to forty (40) hours of PLH accrued each calendar year or previously accrued EIH may also be used for any purpose covered by Oregon Sick Leave law including reasons covered by Oregon Family Medical Leave, Oregon’s domestic violence and stalking law, and for public health reasons.

B. ELIGIBILITY. All regular nurses who are budgeted to work 20 or more hours per pay period earn PLH based on hours worked, any PLH and EIH paid, and low-census days/hours up to 80 hours per pay period. The amount of PLH accrued for regular nurses is also based on employment status and months of employment.

C. ACCRUAL (Regular Nurses).

1. PLH will accrue on the following basis:
<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Accrual Rate</th>
<th>Hours Per Pay Period*</th>
<th>Hours Per Year*</th>
<th>Days Per Year*+</th>
</tr>
</thead>
<tbody>
<tr>
<td>Months</td>
<td>Years</td>
<td>Per Hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-59</td>
<td>0-5</td>
<td>0.1038</td>
<td>8.31</td>
<td>216</td>
</tr>
<tr>
<td>60-119</td>
<td>5-10</td>
<td>0.1231</td>
<td>9.85</td>
<td>256</td>
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<tr>
<td>120-239</td>
<td>10-20</td>
<td>0.1423</td>
<td>11.38</td>
<td>296</td>
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<tr>
<td>240+</td>
<td>20+</td>
<td>0.1615</td>
<td>12.92</td>
<td>336</td>
</tr>
</tbody>
</table>

*Based on 80 hours per pay period and 2,080 hours per year
+Based on eight-hour shifts

2. Beginning at the same time the STD addressed in Article 8.C.6 begins, there shall be no additional accrual of EIH. Nurses may use or cash out previously accrued EIH subject to limitations in this Appx. B.

3. When a nurse reaches 480 hours in his/her PLH bank, no further accrual will be earned until the nurse’s PLH bank balance is less than 480 hours, except under the following circumstances:
   a. at least 30 days before reaching the 480-hour cap, a nurse has requested no more than 40 hours of PLH to be used as vacation;
   b. the amount of vacation requested is sufficient to bring the nurse below the 480-hour cap;
   c. the vacation request was denied by Hospital; and
   d. the nurse actually uses the amount of PLH requested within 30 days after reaching the 480-hour cap.

If all four above-listed conditions have been met, the nurse may continue to accrue PLH for the first 30 days after reaching the 480-hour cap.

4. Nurses may carry over PLH each calendar year up to a maximum of 480 hours.
5. The effective date of change to a higher accrual will be the beginning of the pay period in which the anniversary date falls.

6. Status changes affecting eligibility for PLH, and Part-Time Premium will be effective the beginning of the pay period in which the change occurred.

D. COMPENSATION. Compensation for PLH, EIH, and cash-outs will be paid at the straight-time hourly rate of pay. It will include shift differentials for nurses regularly working the majority of their time on a shift receiving shift differential.

E. USE OF PLH.

1. PLH is accumulated from the first hour of work and may be taken after a nurse has completed the first 90 days of employment, except for low census. At no time may PLH and EIH be combined to cover more than scheduled hours. PLH may not be taken under any circumstances until they have been accrued. Nurses may not take scheduled time off without pay if they are eligible and have accruals in their banks. The exceptions are as follows:
   a. If a nurse has responded to a call to return to work during scheduled standby or just to fill in and has worked his/her scheduled hours for the week or pay period.
   b. If a nurse elects or is asked to take a low-census day, the nurse has the choice of taking the time off with or without pay (see paragraph 5 below).
   c. When Hospital determines that a Per Diem nurse desiring to work would otherwise be canceled from a shift on a unit, a nurse scheduled on the same unit and shift may volunteer to take a day off without pay. A day off under such conditions is not a low-census day and is not subject to the provisions of Article 16. A day off without pay under this section may be taken by each nurse a maximum of twice a year.
d. When a unit is closed for one of the holidays designated in Article 5, Section H, the nurse may take the holiday off without pay.

e. If a nurse utilizes a 10-hour work break under staffing law, the nurse may choose to take hours missed from next scheduled shift without pay.

2. Requests to take PLH, except for an unexpected emergency or illness, should be made in writing to Nurse Managers as far in advance as possible. Foreseeable sick leave must be scheduled in a manner that minimally disrupts business operations. If unforeseeable (unexpected emergencies or illness), the first 40 hours of PLH and EIH taken for reasons covered by Oregon Sick Leave will be granted preference over other requests. Otherwise, requests will be given preference on a first come, first served basis. Every consideration will be given in trying to grant nurses time off when requested. Because of the fluctuation of business, however, there may be times that a request is not granted.

3. Since Hospital believes that each nurse should have time away from the workplace for relaxation and well-being, full-time nurses are required to take 96 hours of PLH per year.

4. Days missed because of illness are deducted from the PLH account unless the illness is longer than five consecutive days or a nurse is Hospitalized (refer to Section G below).

5. When a low-census-day cancellation occurs, nurses have the choice of using PLH to make up the difference in pay. A nurse may, however, choose to take the time off without pay. In that case, the Nurse Manager will write on the timecard the number of nonworked hours. Nurses will accrue PLH on this nonworked time.
6. Effective July 1, 2004, nurses who have a PLH balance of less than sixty hours will be permitted to take a total of two prescheduled days off without pay (including any days taken under Section E.1.c above).

F. CASH-OUT OF PLH.

1. Starting with open enrollment in 2018 and during open enrollment each calendar year thereafter, nurses may request cash-out of unused PLH in the following calendar year at the straight-time hourly rate of pay including applicable differentials under the following conditions:
   a. A balance of at least 80 hours (72 hours for twelve-hour nurses, 40 hours for part-time nurses) PLH must be maintained after the cash-out.
   b. Once submitted, the cash-out request cannot be changed.
   c. If sufficient PLH hours are not available at the time of the cash-out to cover the requested amount and leave the required balance in the nurse’s PLH bank, the number of hours cashed-out will be reduced accordingly.
   d. The cash-out elections made during open enrollment will be processed and made available in July of the following year (exact dates will be announced each year).
   e. A nurse may also request PLH cash-out for an “unforeseeable emergency” as defined by IRS regulations. The number of hours to be cashed out must be an amount that is reasonably necessary to satisfy the emergency need and must leave a balance of at least 80 hours (72 hours for twelve-hour nurses, 40 hours for part-time nurses) in the nurse’s PLH bank. Approval for payment with the next payroll is at the discretion of the Director of Finance.
2. If a nurse is paid on an hourly basis and is eligible for the benefits program, he or she may elect to buy up to an additional 48 hours of PLH each year.

G. USE OF EIH.

1. EIH may be taken for regularly scheduled shifts that are missed due to illness or disability. EIH may be used only after a nurse has been ill or disabled for five continuous calendar days (the only exception being that if a nurse is Hospitalized, then these hours may be used starting the first day of Hospitalization, which includes ambulatory surgery procedures in a surgery center or Hospital or other verifiable medical/dental surgical procedures necessitating time away from work). EIH may be taken in one-hour increments.

2. A nurse is expected to personally call his/her Nurse Manager daily during times of illness or disability, unless the Nurse Manager makes arrangements for the nurse to call at less frequent intervals due to the nature of the illness.

H. CASH-OUT OF EIH. Nurses hired before ratification of the 2016-2017 agreement who actively work for Hospital a minimum of ten years of continuous employment and retire under the Tuality Retirement Plan, or become totally disabled as per Social Security guidelines, will receive a cash-out of any EIH balance as follows:

- 10 years: 33 1/3%
- 15 years: 66 2/3%
- 20+ years: 100%

Nurses who retire may not continue employment after beginning to receive retirement benefits, however, such nurse may be rehired in a per diem position only, after a break in service of at least thirty days. Such retiring nurses with ADNs shall be eligible for rehire in a per diem position.
I. WORKERS’ COMPENSATION.
1. A nurse who experiences a workers’ compensation time loss due to illness or injury may cover the first three days with PLH unless Hospitalized.

2. If the time loss extends past three days or if a nurse is Hospitalized, the workers’ compensation payment should approximately equate to the nurse’s take-home pay prior to the accident. Because of this, other than use of accrued leave to qualify for time loss each year, additional time will not be made available from either PLH or EIH.

J. LEAVE OF ABSENCE.
For information refer to Leave of Absence policy and Appendix C of this Agreement.

K. TERMINATION.
1. Upon termination of employment, a nurse will be paid for up to 360 hours of unused PLH at his/her straight-time hourly rate of pay, provided that the nurse has completed 90 days of employment. If the first 40 hours of PLH have not been used in the calendar year, a nurse will be paid up to this first 40 hours at his/her straight-time hourly rate of pay plus shift differentials, and any remaining unused PLH will be paid at the nurse’s straight-time hourly rate of pay.

2. Nurses will not be reimbursed for unused EIH other than in the case of the cash-out provisions as listed above for retirement and total disability.

3. Nurses must not use PLH to fulfill termination notices or to extend employment for benefit purposes. All hours, up to 360 hours, will be cashed out as of the last day of work.

L. OTHER PAID TIME OFF PROGRAMS (Additional Administrative Banks).
1. Bereavement Leave. A regular nurse may be granted up to three consecutively scheduled workdays off, up to a maximum of 24 hours, with pay to attend the funeral of an immediate relative. This pay is from
Hospital Administration as an indication of Hospital condolences. Normally, up to one day is given for attending Portland-area funerals, with additional time given as necessary for travel or participation in funeral arrangements, as needed.

Each request is to be evaluated for approval by the nurse’s department manager. Nurses may request accrued PLH for additional time needed. For the purpose of bereavement leave, “immediate relative” is defined as: Employee’s spouse, domestic partner, parent (including biological, adoptive or foster parent, parent-in-law, or parent of domestic partner), child (including biological, adopted, step or foster child, child-in-law or child of domestic partner), brother, sister, sister-in-law, brother-in-law, grandparent or grandchild. Paid bereavement leave runs concurrently with any bereavement leave to which an employee may be entitled under the Oregon Family Leave Act, but in no case shall the lack of OFLA leave availability be a reason to deny the exercise of the leave granted by this section.

2. **Jury Duty.** Hospital believes that it is the responsibility of nurses to perform their civic duty. In keeping with this philosophy, time off is granted for scheduled workdays for nurses to meet this obligation. Nurses are paid for jury duty leave at their regular rate of pay for prescheduled workdays only. Jury duty pay, issued by the court system, may be kept by the nurse in addition to his/her regular pay. A nurse who is excused from jury duty when at least four hours remain in his/her workday must report to work. Volunteering for jury duty will disqualify nurses for jury duty pay.

3. **Court Appearances.** Hospital will pay the straight-time hourly rate of pay for all working hours for a nurse serving as a witness or providing a deposition in any legal proceeding, resulting from employment with Hospital (working hours include travel time to and from either Hospital and/or the nurse’s home). This does not include proceedings in which the nurse, or the nurse’s representative, is an adverse party to Hospital. Involvement by nurses must be approved in advance by the department
manager. All witness fees received by nurses must be remitted to Hospital. Nurses who are voluntary witnesses or are subpoenaed to be in court involving non-Hospital business should request time off as soon as possible. Time off may be used from available PLH in these cases.
APPENDIX C – LEAVE OF ABSENCE

At times nurses may need extended periods of time away from the job to take care of personal needs. These absences may be paid or unpaid depending on the type of leave and available accruals. It is the intent of Hospital to comply with all applicable federal and state laws regarding leaves of absence. With respect to protected leaves, whenever federal and state laws differ, Hospital will comply with the law that is more generous to the nurse. When federal or state laws provide greater rights than those enumerated below, the provisions of law will apply. For further information, refer to Hospital’s Leave of Absence policy.

A. TYPES OF LEAVES.

1. **Family** - generally up to 12 weeks per year for an eligible nurse’s own serious health condition, to care for a family member with a serious health condition, to care for an infant or newly adopted or foster child, or to care for a child who does not have a serious health condition but who requires home care. Information regarding nurse rights and entitlements under applicable state and federal leave laws is available in the Human Resources Department.

2. **Educational** - up to one year for education/training that is directly related to the nurse’s job.

3. **Personal** - up to 12 weeks for personal business.

4. **Military** - the maximum time granted will be in keeping with the order and in accordance with applicable laws. Nurses are also entitled to up to one month of leave for annual military training duty.

5. **Workers’ Compensation** - for injuries or illnesses caused by work activities.

6. **Domestic Violence** - reasonable unpaid leave to address domestic violence, sexual assault, or stalking of the employee or his/her minor dependents.
B. REQUESTS FOR LEAVES.

Employees requesting time off for all leave types referenced above (Appx. C, Section A) except Educational Leave must notify their manager and contact Hospital's Leave Administrator. Employees requesting educational leave must notify their supervisor and Human Resources. Whenever possible, employees should request leave 30 days in advance, or as soon as possible if the need for leave is unexpected.

While an employee is on a leave of absence they should continue to communicate with their manager and Leave Administrator to update their status and return to work date.

C. APPROVALS. For information regarding leave approvals, refer to Leave of Absence policy.

D. MEDICAL VERIFICATION. In the case of a Medical or Family Leave or intermittent leave for the employee’s own health condition or family member’s health condition, medical certification for the leave will be required by the Leave Administrator. A complete and sufficient medical certification will be required before an anticipated leave begins, or in the event of an unanticipated leave, within 15 days of a request for the verification, unless not practicable. In certain cases, a second opinion by a health care provider designated by Hospital may be required at Hospital’s expense. Hospital's Leave Administrator may also require the employee to submit periodic medical verification updates.

E. USE OF PLH AND EIH. Accrued PLH may be used, in accordance with the guidelines of the TOTAL program, to cover any leave of absence except a workers’ compensation leave. Accrued PLH must be used before going into an unpaid status. In the case of a workers’ compensation leave, the nurse will receive medical and time-loss benefits through Hospital’s workers’ compensation insurance carrier in accordance with applicable state law. Accrued EIH may be used for any family leave as provided by applicable law. A nurse taking military leave may choose to take the leave unpaid or may use PLH.
F. **BENEFIT ACCRUAL.** A nurse will continue to accrue PLH and EIH at his/her regular rate of accrual as long as he/she is in a pay status. When no longer in a pay status, further accrual of PLH and EIH will cease until the nurse returns to work.

G. **INSURANCE BENEFITS WHILE ON LEAVE.** Hospital will continue to pay its portion of nurses’ group health insurance benefit premium for up to 12 weeks (or longer, if required by law) for family leaves, military leaves, and workers’ compensation leaves. Nurses remain responsible for paying their portion of the premiums. It is the responsibility of the nurses to contact the Human Resources Department to make payment arrangements for his/her portion of the premium. Hospital will follow COBRA, ACA, FMLA and all other applicable laws related to continuation of health insurance coverage.

A nurse on leave of absence may choose to cancel his/her group health insurance coverage during the leave, unless prohibited by law or Hospital policy. If cancelled, their group health insurance coverage will be reinstated upon the nurse’s return to work by completing a new enrollment form in the Human Resources Department.

H. **REQUESTS FOR EXTENSION.** A nurse may request an extension to his/her leave. To request a leave extension, the nurse should use the leave request form available in the Human Resources Department. All extensions must be approved by the Human Resources Department and the nurse’s department manager. If a nurse requests an extension of a family leave beyond the maximum to which the nurse is entitled under federal and state law, the nurse will not maintain his/her reinstatement rights under those laws.

I. **RETURN TO WORK.** A nurse must contact his/her nurse manager or the Human Resources Department at least 72 hours before his/her approved leave is to end either to request a leave extension or to be added to the department schedule. If 72 hours’ notice is not possible, the nurse should give as much notice as practicable. In the case of a family leave for the nurse’s own serious health
A nurse returning from an authorized family leave, military leave, domestic violence leave, or workers' compensation leave will be returned to the same position held when the leave began or, if this is not possible, to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. A nurse returning from a personal leave or an educational leave will be returned to the first available comparable position for which the nurse is qualified.

A nurse who has not returned to work when the leave of absence has ended will be considered to have voluntarily terminated employment unless the nurse is on a workers’ compensation leave or is otherwise eligible for additional leave under federal or state law. Hospital may request periodic updates concerning the nurse’s status and intent to return to work.

**J. ADJUSTED BENEFIT DATE.** Absences of at least 14 days taken without pay will result in an adjusted benefit date. This affects the date in which nurses are eligible for higher PLH accruals, part-time premium accruals, and years-of-service pins.

**K. QUESTIONS.** Additional information concerning nurse rights and entitlements under FMLA and OFLA are available in the Human Resources Department. Questions concerning this policy or the procedures under it should be referred to the Human Resources Department or Association.
MEMORANDUM OF UNDERSTANDING

GERIATRIC PSYCHIATRY UNIT

Beginning the first full pay period after ratification by both parties, Geri Psych nurses shall be placed on the appropriate step on the ONA pay scale in Appendix A of the collective bargaining agreement between the parties. If a Geri Psych nurse believes that the nurse’s wage placement does not properly reflect the nurse’s experience relevant to the nurse’s position, the nurse may request an experience review within ninety (90) days of the start of the first full pay period after ratification by both parties. If the Hospital’s Human Resources Department, in conjunction with nursing leadership, determines that the nurse’s experience merits an increase in wage placement, such change will be made within a reasonable time. Such changes shall be retroactive to the start of the first pay period after ratification by both parties.

Geri Psych nurses who were laid off as a result of closure of the old facility and rehired after completion of the new Geri Psych department and are in active status as of full ratification shall receive one lump sum payment equivalent to $100 per each year of service they dedicated to the Hospital prior to the layoff (e.g., a nurse who had 20 years of service prior to layoff shall receive $2,000 less required withholdings). The lump sum payments shall be made on the second payday after full ratification by both parties.
MEMORANDUM OF UNDERSTANDING

SHORT TERM DISABILITY

The base Short Term Disability (“STD”) plan addressed in Article 8.C.6 shall have, at a minimum, the following plan design elements when implemented according to Appendix B, Paragraph C.2:

- A 7-day elimination period
- 100% Hospital-Paid Premium
- 60% income replacement (based on average weekly wage) up to $800/week maximum
- After elimination period STD benefits paid for up to 12 weeks (to coincide with Long Term Disability start).
MEMORANDUM OF UNDERSTANDING
SPECIALTY NURSE RESIDENCY PROGRAM

The Hospital may establish a specialty nurse residency program. Nurses selected for the program will sign a contract which will obligate them to work in the specialty area for which they are hired for a specific duration at a minimum FTE from successful completion of the residency program orientation. Failure to fulfill the requirements of the contract will require the nurse to reimburse the Hospital for education expenses as specified in the contract. The amount owed will be prorated based on the hours worked in the specialty area for which the nurse was hired.