

**Professional Agreement
between
Oregon Nurses Association
and
Sacred Heart Medical Center**

**August 18, 2016
through
March 15, 2019**

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This Agreement is made and entered into by and between SACRED HEART MEDICAL CENTER, hereinafter referred to as the "Medical Center," and the OREGON NURSES ASSOCIATION, INC., hereinafter referred to as the "Association."

PREAMBLE

WHEREAS, the Medical Center is engaged in furnishing an essential public service of the highest quality, vital to the health, safety, and comfort of the population of the communities which the Medical Center services; and

WHEREAS, both the Medical Center and its licensed professional nurses have a high degree of professional responsibility to the public in so serving the public without interruption of this essential quality service; and

WHEREAS, both parties recognize this mutual responsibility and acknowledge the need for flexibility and innovation in meeting the current and future challenges facing health care providers and their employees. They have entered into this professional Agreement as an instrument and means to permit them to fulfill said responsibility, and with the intention and desire to foster and promote sound, stable, peaceful and harmonious relations between the Medical Center and the Association, and to that end the parties hereto have reached an understanding governing the conditions of employment which shall prevail on the properties of the Medical Center insofar as it relates to the licensed professional nurses within the bargaining unit; and

WHEREAS, it is the further intent and desire of the parties hereto to establish an orderly relationship between the Medical Center and the Association so that potential or actual problems arising under this Agreement shall be settled quickly and satisfactorily to both parties and that the quality service to the public shall not be disrupted; and

WHEREAS, the Medical Center and the Association jointly recognize that, in order for the Medical Center to survive and achieve long-range prosperity and growth, and to ensure secure employment, they must work closely together in a cooperative relationship to solve problems quickly and in a cooperative manner. The cooperative relationship must extend from the patient care floor to the executive offices. To achieve this goal, the Medical Center and the Association agree to the following principles:

- We are dedicated to the Medical Center being a leading provider of healthcare services through continuously improving levels of service, quality, value and innovative work design.
- Our mutual survival depends on our ability to deliver quality healthcare efficiently and cost effectively.
- We must be dedicated to continuous improvement and a collaborative relationship model in support of high quality and affordable healthcare.
- When barriers to our mutual success occur, the appropriate people from both parties will work together to attempt to resolve problems and recommend solutions to our mutual benefit.
- The success of our collaborative relationship is a shared responsibility between the Medical Center and the Association, including each member of the ONA bargaining unit and Association staff.

Accordingly, the Medical Center and the Association, including all members of the bargaining unit, strongly desire to develop a positive, collaborative alliance. We believe that such an alliance will help to promote high quality and accessible and affordable health care, as well as the fulfillment of PHOR's mission, vision and business strategies. In furtherance of these interests, it is to our mutual benefit that registered nurses become key contributors and active participants in organizational planning and other decision-making processes and structures.

NOW, THEREFORE, in consideration of the mutual promises and obligations herein assumed, the parties agree as follows:

ARTICLE 1 – RECOGNITION AND MEMBERSHIP

1.1 Bargaining Unit. The Medical Center recognizes the Association as the collective bargaining representative with respect to rates of pay, hours of pay, hours of work and other conditions of employment for a bargaining unit composed of all registered professional nurses employed by the Medical Center at each of its acute care facilities located in the Eugene/Springfield area as Staff Nurses and Charge Nurses, excluding nursing personnel who work in administrative and supervisory capacities and nurses who are members of the Sisters of Saint Joseph of Peace.

1.1.1 Upon request from the Association, the Medical Center will provide the Association with the job description of new non-bargaining unit positions for which an RN license is required.

1.2 Membership. A nurse hired on or after the effective date of this Agreement will, as a condition of employment, within thirty (30) days after the nurse's hire date, become and remain a member of the Association or make payment in lieu of dues to the Association.

1.2.1 Currently employed members. Currently employed nurses who are members of the Association, or are paying to the Association an amount equivalent to Association dues, will be required, as a condition of employment, to maintain membership in the Association or make payment in lieu of dues to the Association.

1.2.2 Currently employed non-members. Currently employed nurses who are neither members of the Association nor making payment in lieu of dues will be not be required to join the Association or pay to the Association any amount equivalent to Association dues. In the event such a nurse elects to become a member of the Association or to pay to the Association an amount equivalent to Association dues, the nurse will be required as a condition of employment to maintain membership in the Association or make payment in lieu of dues to the Association.

1.2.3 Voluntary joiner. A nurse who is not required to join or maintain membership in the Association or to pay it an amount equivalent to Association dues under either section above, but who, on or after the execution date of this Agreement, voluntarily joins or agrees to join the Association or agrees to pay it an amount equivalent to Association dues, shall thereafter be required to maintain membership in the Association or pay it an amount equivalent to Association dues.

1.2.4 Remedy for non-payment. If a nurse is not in compliance with the provisions in this section, the Association will notify the nurse in writing that he/she is delinquent in the satisfaction of his/her obligations, and will provide a copy of the notice to the Employee and Labor Relations Manager of the Medical

Center. The Association will allow the nurse a reasonable period of time of not less than twenty (20) days to cure the delinquency. If the nurse fails to cure within the allotted time, then the Association may contact the Employee and Labor Relations Manager for the purpose of proceeding with termination of employment. Should a termination occur, a duly authorized representative of the Association will be present for the termination proceeding.

1.2.5 Religious exemption. A nurse who is subject to the membership or payment requirements of this Article, but who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to continue membership in or financial support of the Association; except that such nurse shall contribute an amount equivalent to the Association dues to a nonreligious, tax-exempt charitable fund of his/her choice for the duration of the membership or payment requirements had they been applicable.

1.2.6 Dues deduction. The Medical Center will deduct Association membership dues from the salary of each nurse who voluntarily agrees to such deductions and who submits an appropriately written authorization form to the Medical Center setting forth standard amounts and times of deduction. Deductions shall be made monthly and remitted monthly to the Association together with a list of those authorized deductions.

1.2.7 Medical Center indemnification. The Association will indemnify and hold the Medical Center harmless for any and all claims, charges, suits or damages that may arise against the Medical Center as a result of the Medical Center taking action pursuant to subparagraph 1.2.4 above.

1.2.8 Payment in lieu of dues. Payments in lieu of dues will be less than or equal to the regular monthly Association dues as established by the Association.

ARTICLE 2 – ASSOCIATION REPRESENTATIVE

2.1 Access to Premises. Duly authorized representatives of the Association shall be permitted at all reasonable times to enter the facilities operated by the Medical Center wherein members of the bargaining unit are employed for purposes of transacting Association business and observing conditions under which nurses are employed; provided, however, that the Association's representative shall, upon arrival at the Medical Center, notify the Manager of Labor Relations or his/her designee of his/her presence, and that visitations other than on the day shift shall be after advance notification to the Manager of Labor Relations or his/her designee during normal office hours. Transaction of any business shall be conducted in an appropriate location subject to Medical Center rules applicable to non-employees and shall not interfere with the work of employees.

2.2 Bulletin Boards and Intranet. The Medical Center shall provide space for posting of Association notices and newsletters on a bulletin board designated by the nursing supervisor in each nursing unit and accessible to all staff nurses. The Association shall also be allowed to send email messages to groups of bargaining unit employees utilizing the Intranet maintained by PeaceHealth, provided that the Association follows the established procedures and approval process and that the content of the messages or linked messages are not inflammatory or offensive in nature. All notices allowed under this paragraph shall be limited to the date, time, place and subject matter of proceedings, lists of Association committee members, notices of joint Association/Medical Center committee activities, and references to the Association's website.

2.3 Bargaining Unit Meetings. The Association may hold bargaining unit meetings in the Medical Center for purposes of professional education, contract negotiations and contract administration by scheduling such meetings with the Manager of Labor Relations or his/her designee at mutually agreeable times and places.

2.4 Orientation of Newly Hired Nurses. During the orientation of newly hired nurses, the Medical Center shall provide an Association representative with a 30-minute period to discuss the Association. This period will be paid time for the newly hired nurses and the Association representative. The Association representative, if a bargaining unit nurse, will be paid at the regular rate of pay for the assigned 30-minute

period. The paid time will not count toward premium or overtime pay. The Medical Center will cooperate in releasing an Association representative, if a bargaining unit nurse, from duty to attend such meeting, and the Association will cooperate to provide an alternate representative where such release would cause staffing problems for the Medical Center.

2.4.1 A Medical Center representative may be present at such meeting, but shall not participate in the discussion. Nurses may be asked, but not required, to complete the written authorization form referenced in Section 1.2 during or after such meeting.

2.4.2 The Medical Center will distribute to newly employed nurses membership informational material provided by the Association to the Medical Center for such purpose. Such material may include the Association form authorizing voluntary payroll deduction of monthly dues (if such form expressly states that such deduction is voluntary) and a copy of this Agreement.

2.5 Rosters. The Medical Center will provide the Association electronically with (1) a quarterly list of nurses showing name, address, date of hire, job classification, employee number, telephone number (unless unlisted), date of birth, RN license number, FTE, unit and shift, and (2) a monthly list of newly hired nurses, including rehired nurses, terminations and transfers with the same information. The Association shall provide to the Medical Center, on a semiannual basis, a list of designated nursing unit representatives, including the unit and shift to which each such representative is regularly assigned, as well as Grievance Committee, Negotiating Committee and Professional Nursing Care Committee members. The Medical Center shall maintain online a list of unit-based practice committee chairs and bargaining unit participants, by unit.

2.6 Communications Box. The Medical Center will provide a communications box in the cafeteria hallway, and other mutually agreeable locations, for the joint use of the Association and the PNCC.

2.7 Printing and Distribution of Agreement. The Medical Center and the Association shall equally share expenses for the printing of an adequate supply of copies of this Agreement. The Medical Center will make available a suitable number of

copies of the Agreement on each nursing unit following the Association's delivery of the printed copies to the Medical Center.

2.8 Representative Time Off. The Medical Center shall make a good faith effort to grant requested time off for all bargaining unit elected/appointed Association members to attend local Negotiating Committee, State and National Association meetings and conventions that are required of them to fulfill the obligations of their office. The nurse must give reasonable advance notice of any such request to the Medical Center. Nurses shall not be required to utilize PTO for such meetings, except when attending state or national conventions. Nurses may access educational days and funds for state and national Association meetings to the extent that the criteria set forth in Section 16.3.2 are met.

ARTICLE 3 – EMPLOYEE DEFINITIONS

3.1 Nurse. A registered professional nurse covered by this Agreement who is currently licensed to perform professional nursing in Oregon.

3.2 Staff Nurse. A nurse responsible for the direct or indirect nursing care of a patient.

3.3 Charge Nurse. A nurse who has been assigned to assist supervisory personnel in the administration of organized nursing units. A nurse will be deemed to have been assigned to Charge Nurse responsibilities if the nurse (1) has been selected to fill a Charge Nurse vacancy in accordance with Article 13.3, or (2) has been designated by the Medical Center to be a Charge Nurse for a shift, known as a "Facilitator." The right to utilize Charge Nurse positions and to assess the ongoing need for such positions on a particular unit and shift is reserved to the Medical Center.

3.4 Probationary Nurse. A newly hired nurse shall be on probationary status from date of hire through the first six (6) months following completion of unit orientation or a formal specific training program as long as such probationary period does not extend beyond eight (8) months from the date of hire. In addition, however, the probationary period of a nurse evaluated as less than satisfactory may be extended by mutual agreement between the Medical Center and the Association for up to sixty (60) additional days.

3.5 Regular Nurse. A nurse regularly scheduled in an established position, either for forty (40) hours per week as a full-time nurse or for less than forty (40) hours per week as a part-time nurse.

3.6 Per Diem Nurse. A nurse employed to work on an intermittent basis to supplement the regular work force on a scheduled or unscheduled basis. Per diem nurses will be placed on the schedule when initially posted only to cover for unfilled, posted positions or for absent nurses. They must submit their availability dates by email to their home unit fourteen (14) days in advance of the posting of the schedule. A nurse must remain available, until the schedule has been posted, on the dates of availability the nurse has submitted in accordance with the requirements below.

3.6.1 Per Diem No differential. A nurse will be classified as a Per Diem No Differential if unable to commit to the availability for work requirements of a Per Diem 1 or Per Diem 2. However, the nurse shall agree to work with sufficient frequency as determined by the Unit Based Practice Council and Nurse Manager to maintain the skills of his/her position. A per diem no differential nurse is not eligible to receive a pay differential in lieu of benefits, unless they choose to change their per diem status as described in 3.6.7. The PNCC in conjunction with the unit Nurse Manager, will offer assistance to units that do not have a functioning Unit Based Council in developing guidelines.

3.6.2 Per Diem I. A nurse will be classified as a Per Diem I nurse and will receive a pay differential in lieu of benefits of fifteen percent (15%) of the nurse's straight hourly rate if the nurse agrees to meet the following requirements of availability for work:

- a. Twelve (12) shifts for every designated period of three (3) consecutive four (4) week work cycles (herein "Designated Period");
- b. Six (6) weekend shifts among the 12 shifts listed above for every Designated Period
- c. Nurses who work in the following units: OR, PACU, Endo, Cath Lab Prep and Recovery, Cath Lab, SPA (Short Stay), outpatient Endo, Wound and Ostomy will be required to submit their availability for half as many weekend shifts as worked by the majority of nurses on the unit.

- d. One of the designated winter holidays each year.

Per Diem I nurses who have been receiving a differential in lieu of benefits higher than 15% as of June 30, 2014 shall retain that higher rate as a Per Diem I nurse until they relinquish their per diem position.

3.6.3 Per Diem II. Based on operational need as determined by the Employer, a nurse will be classified as a Per Diem II nurse and will receive a pay differential in lieu of benefits of twenty percent (20%) of the nurse's straight hourly rate if the nurse agrees to meet the following requirements of availability for work for a minimum of six (6) work cycles:

- a. Sixteen (16) shifts for every Designated Period, six (6) of which the nurse must select from a list of available shifts designated by the Medical Center;
- b. Ten (10) weekend shifts among the 18 shifts referenced above for every Designated Period except for nurses who regularly work in units that do not routinely require scheduled weekend work.
- c. Nurses who work in the following units: OR, PACU, Endo, Cath Lab Prep and Recovery, Cath Lab, SPA (Short Stay), outpatient Endo, Wound and Ostomy will be required to submit their availability for half as many weekend shifts as worked by the majority of nurses on the unit.
- d. Those nurses who work in Mandatory Call Units (OR, PACU, Cath Lab) will be required to be available for three call shifts per Designated Period; and
- e. One of the designated winter holidays and one of the other designated holidays each year.

3.6.4 Assignment to home units. Per diem nurses shall be assigned to home units, and shall be expected to maintain skills and cross-orient in accordance with Article 8.9. Nurses may be permitted, but shall not be required, to work outside of their assigned shift. Nurses may also pick up shifts in other units.

3.6.5 PTO cashout. When a nurse transfers from regular status to per diem status, all of the nurse's PTO shall be cashed out within one (1) year from the date of transfer.

3.6.6 Consecutive weekend premium pay. Per diem nurses shall not be eligible for consecutive weekend premium pay described in Article 9.4.4.

3.6.7 Non-compliance with availability requirements. Per Diem I nurses who do not meet their commitment to be available for the required number of shifts for at least two consecutive Designated Periods shall be subject to removal from per diem employment following one written warning administered after the first Designated Period of non-compliance or may move to Per Diem No Differential status. The foregoing sentence shall not apply, however, to a per diem nurse who has waived entitlement to the differential in lieu of benefits described in Section 3.6.1. Per Diem No Differential nurses that fail to meet the minimum work requirement to maintain their skills, as agreed upon in writing, over at least two consecutive Designated Periods following a written warning may be terminated.

3.6.8 Per Diem Classification. A per diem nurse upon hire and/or at any time thereafter may choose and/or change their per diem classification. Once hired to per diem status a nurse who wishes to change his/her per diem classification shall give notice in writing to their nurse manager 90 days in advance of such requested change. However, this change may occur in less than 90 days by mutual consent of the nurse and the nurse manager.

3.7 Temporary Nurse. A nurse initially hired to work for a defined period not to exceed three (3) months, subject to extension for up to an additional three (3) months. A temporary nurse is not entitled to benefits conferred under Articles 10, 11, 15 or 16, and shall not accrue seniority under Article 12. A temporary nurse who is later hired from this status as a regular or per diem nurse shall be considered a probationary nurse as defined in Article 3.4 from the nurse's initial date of employment as a temporary nurse.

3.8 House Coordinator. A nurse who is responsible for the coordination of hospital and patient care services for assigned shifts at University District.

ARTICLE 4 – EQUALITY OF EMPLOYMENT OPPORTUNITY

4.1 Nondiscrimination. The Medical Center and the Association agree to abide by all applicable local, state and federal laws that prohibit discrimination or harassment on the basis of age, sex, race, creed, color, disability, sexual orientation, or national origin in the hiring, placement, salary determination, or other terms or conditions of employment for nurses employed or to become employed in job classifications covered by this Agreement.

4.2 Compliance with Laws Requiring Accommodation. The Medical Center and the Association further agree that the Medical Center shall be permitted to take any and all actions necessary to comply with the Americans With Disabilities Act or any other law requiring accommodation of employees in the workplace. If such actions necessitate violation of a provision of this Agreement, then the parties agree to bargain with regard to the effect of such action on other bargaining unit employees.

4.3 Association Membership and Activities. The Medical Center and the Association agree to abide by all applicable local, state and federal laws with respect to eligibility for membership and participation in the Association for nurses employed or to become employed in job classifications covered by this Agreement. The parties further agree that there shall be no discrimination by either party against any nurse on account of membership or non-membership or lawful activity in respect to the Association.

ARTICLE 5 – MANAGEMENT RIGHTS

5.1 Management Rights. Except as modified by the terms of this Agreement, the Medical Center retains all rights of management to operate and manage the medical center and to operate the work force. These rights of management shall include, but not be limited to, the right to require standards of performance and to maintain order and efficiency; to direct nurses; to schedule staff to perform work; to determine materials and equipment to be used; to determine methods and means by which operations are to be conducted; to determine staffing requirements; to extend, limit, curtail or subcontract all or any part of its operations; to establish new jobs, or eliminate or modify existing job classifications; to hire, promote, assign and retain nurses; to lay

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off nurses and to relieve nurses from duty because of lack of work; to recall nurses; and to promulgate rules, regulations and personnel policies.

5.2 Non-Waiver of Rights. The Medical Center's failure to exercise any right, prerogative or function hereby reserved to it, or the Medical Center's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Medical Center's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the expressed provisions of this Agreement, or with the Medical Center's rules, regulations and personnel policies.

ARTICLE 6 – EMPLOYMENT STATUS

6.1 Discipline and Discharge. The Medical Center shall have the right to discipline, suspend, demote to a lower classification, or discharge a nurse for proper cause.

6.1.1 Progressive discipline. The form of corrective action taken may vary depending upon the nature and severity of the infraction and any mitigating circumstances. Where appropriate, corrective action follows a systematic and progressive method by using increasingly stronger action, and may include a performance improvement action plan. Corrective action may include one or more of the following: level one written warning, level two written warning, final written warning, suspension pending investigation, or discharge. Corrective action on successive offenses may be less severe, parallel or progressive, depending on the nature of and relationship between the offenses.

6.1.2 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. Any and all corrective actions or directives set forth in corrective action notices shall, unless otherwise specifically designated, be considered mandatory.

6.1.3 Probationary period. During a nurse's probationary period as specified in Article 3.4, disciplinary action shall not be subject to the grievance procedure. A nurse who has completed his/her probationary period and feels

he/she has been disciplined, suspended, demoted or discharged without proper cause may present the matter for consideration under the grievance procedure.

6.1.4 Suspensions pending investigation. A suspension pending investigation may be without pay until the investigation is complete and a determination of the appropriate discipline is made for investigations resulting from an allegation of serious misconduct that involves compromising patient or work place safety and that has been communicated to the nurse and the Association, provided that such an investigation and report is completed within a seven (7) calendar day period. This seven calendar day period shall be extended, if the nurse is unavailable to meet with the Medical Center within this time period, until such meeting takes place. If the investigation results in the nurse being exonerated or receiving corrective action, the nurse shall receive pay and benefits for lost time during the suspension. Any nurse on suspension shall have the right to be informed of the general nature of the investigation, and shall receive notice of the status of the Medical Center's investigation on a weekly basis.

6.1.5 Discipline related to clinical performance. Discipline related to clinical performance and judgment issues may be subject to clinical performance peer review by the Professional Nursing Care Committee, at the Committee's discretion and at the nurse's request. A summary of the Committee's investigation shall be shared with the Employer and may be attached to the disciplinary action in the nurse's personnel file at the Association's discretion. The nurse's anonymity during such investigations shall be strictly maintained, limited to a need-to-know basis.

6.1.6 Reports to OSBN. The Medical Center shall notify the Association and the impacted nurse when it has reported a bargaining unit nurse to the Oregon State Board of Nursing in connection with any disciplinary action.

6.1.7 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.

6.1.8 Employee locator systems. Nurses shall not be disciplined based solely upon data from the call light locator system or other employee locator tracking system. Data resulting from random audits associated with a locator tracking system may not be utilized for the purpose of initiating disciplinary action.

6.2 Disciplinary Record. No document other than routine payroll and personnel records will be inserted in a nurse's personnel file without knowledge of the nurse. A nurse shall have the opportunity to have a result statement placed in his or her personnel file twelve (12) months after the administration of a prior disciplinary action. The Medical Center, 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 his or her personnel file. In addition, written disciplinary notices will not be considered for purposes of further disciplinary action after more than 24 months, and will be removed upon request from the nurse, if there have been no further disciplinary occurrences of any kind during that period. Exempt from the foregoing sentence are written disciplinary notices for theft, dishonesty, conduct threatening or endangering patients' safety, offenses involving sending messages or accessing internet sites with sexual content, harassment, assault/violence against another person, unlawful breach of confidentiality, or violation of the Employer's Substance Free Workplace Policy (until the monitoring program is successfully completed).

6.3 Notice of Resignation. A nurse shall give the Medical Center not less than ten (10) working days' notice of intended resignation.

6.4 Exit Interviews. Upon request a nurse shall be granted and exit interview conducted by the Human Resources department or another leader as designated by Human Resources when transferring to a different unit or upon discharge/resignation of employment. A summarized copy of the interview will be provided to the Association upon authorization of the exiting nurse.

6.5 Notice of Termination. The Medical Center shall give a non-probationary, non-temporary nurse ten (10) working days' notice of the termination of

his/her employment or, if less notice is given, then the difference between ten (10) working days and the number of working days of advance notice shall be paid the nurse at his/her regular rate of pay based upon the nurse's normal scheduled hours. No such advance notice or pay in lieu thereof shall be required for a nurse who is discharged for gross misconduct, including but not limited to Medical Center related theft, drug abuse, patient abuse, assault/violence against another person, or use of alcoholic beverages.

6.6 Personnel Files. Nurses may have access to their personnel files in accordance with Oregon Revised Statute 652.750. When any document is added to, deleted from or amended in a nurse's personnel file, the nurse will be notified within a reasonable time period and be given an opportunity to copy the document and add a written rebuttal to the file.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.1 When Applicable. This Article shall be the exclusive method to be used to settle grievances regarding interpretation or application of this Agreement which may arise between the Medical Center and the Association or any nurse during the term of this Agreement. A probationary nurse may file grievances under this Article except that issues relating to discipline, suspension, and discharge of a probationary nurse shall be determined exclusively by the Medical Center and shall not be subject to this Article. A grievance shall be presented exclusively in accordance with the following procedure:

7.2 Grievance Procedure.

Step 1 A grievance must be presented in writing to the Human Resources Director or designee within twenty-one (21) calendar days from the time the employee knew or should have known of the occurrence giving rise to the grievance. If a nurse presents a grievance hereunder, the grievance shall include, to the best of the nurse's understanding, a description of the problem and the contract provisions thought to be violated. A grievance relating to pay shall be timely if received by the Medical Center within twenty-one (21) calendar days after the employee knew or should have known of the payroll error. In the event of an issue concerning a discharge, the issue must be presented within seven (7) calendar days following termination. The immediate supervisor's or designee's written reply is due within seven (7) calendar days of such presentation. A Step

1 meeting may be held within fourteen (14) calendar days following the filing of the grievance, in which case the immediate supervisor's or designee's written reply is due within seven (7) calendar days after this meeting.

Step 2 If not resolved at Step 1, the issue may thereafter be presented in writing to the appropriate department/division head or his/her designee within ten (10) calendar days from receipt of the supervisor's reply of the date such reply was due in Step 1. The department/division head or designee shall then meet within fourteen (14) calendar days with the nurse and a representative of the Association, if the nurse so desires, to resolve the matter, and shall reply in writing within seven (7) calendar days after the meeting.

Step 3 If not resolved at Step 2, the grievance may thereafter be presented in writing to the Regional Vice President of Patient Care Services or his/her designee for consideration and determination within ten (10) calendar days after receipt of the department/division head's response or if the department/division head's response is not received within that period, within ten (10) calendar days after the expiration of time allotted in Step 2 for the department/division head's response. The Regional Vice President of Patient Care Services or designee shall meet within fourteen (14) calendar days with the nurse and a representative of the Association to resolve the matter and shall reply in writing within ten (10) calendar days after the meeting.

Step 4 If the grievance is not resolved at Step 3, the Association may thereafter present it to an impartial arbitrator for determination by giving the Medical Center written notice within twenty-one (21) calendar days after receipt of the Step 3 reply of the Association's intent to refer the matter to arbitration.

7.3 Association Grievance. A grievance, as defined in Section 7.1, relating to occurrences actually involving at least five (5) nurses or arising under the Association Representative article, may be initiated by the Association at Step 2 of the above-

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mentioned procedure by the filing of a written grievance, signed by a representative of the Association, within 35 calendar days from the date of occurrence. Such grievance shall describe the problem and the contract provisions thought to be violated.

7.4 Timeliness. A grievance will be deemed untimely if the time limits set forth above for presentation of a grievance at Step 1 or of an Association grievance at Step 2 are not met, unless the parties agree in writing to extend such time limits. Subsequent grievance advancements and responses will be deemed untimely if the time limits set forth above are not met, unless the parties mutually agree in good faith to extend such time limits. Such extension shall be documented in writing if requested by either party. If a response is untimely, the grievance shall be considered automatically elevated to the next Step in the grievance process.

7.5 Contract Provision Alleged to Have Been Violated. If, at any time subsequent to initial presentation of the grievance, the grievant or Association believes contract provision(s) additional to those described upon initial presentation have been violated, the grievant or Association shall file an amended grievance specifying the additional contract provision(s) thought to be violated and stating the reasons for believing such provision(s) have been violated. After advancing the grievance to arbitration under Section 7.6, the Association can call for reconvening of the parties if any additional contract provisions are thought to be violated based upon the discovery of additional information. If the Association does not notify the Medical Center, the grievance cannot be amended at arbitration.

7.6 Arbitration Procedure.

A. The Medical Center and the Association or their designees shall meet within a reasonable period of time after the grievance is submitted to them to select a mutually acceptable arbitrator. In the event that they cannot agree upon an arbitrator within five (5) working days after the meeting, the Federal Mediation and Conciliation Service shall be jointly requested to submit a list of five (5) names from which each representative shall alternately strike one name until only one name remains; this person shall be selected to arbitrate the matter.

B. The parties shall stipulate to the arbitrator the issue(s) to be decided. If the parties cannot agree, each party will submit a written statement defining

the issue(s) in their own terms to the arbitrator. The decision or decisions of the arbitrator shall be announced in writing to the parties within thirty (30) days following the hearing of the arbitration and shall be final and binding on both parties. The expenses of the arbitration shall be borne equally by the Medical Center and the Association. Each party shall bear the expenses of its own representation and witnesses.

C. It is further understood and agreed that the arbitrator's decision may provide retroactivity not to exceed ninety (90) calendar days from the date of the written filing of the complaint set forth in this Section.

D. The jurisdiction of the arbitrator shall be confined in all cases exclusively to questions involving the interpretation and application of existing clauses or provisions of this professional Agreement. The arbitrator shall not have authority to modify, add to, alter, or detract from provisions of this Agreement.

7.7 Nurse Representatives. Bargaining unit nurse representatives shall be released from duty on paid time to attend disciplinary and grievance meetings when staffing allows. If release time is unable to be granted during work time, the nurse representative shall be paid for their time to attend disciplinary and grievance meetings.

7.8 Association Investigation of Grievances. The Association, including nurse representatives, shall give advance notice to a designated Human Resources labor relations specialist prior to conducting an investigation of a grievance or potential grievance in a work area.

ARTICLE 8 – HOURS OF WORK

8.1 Work Week and Work Day. The work week shall be from 0000 hours on Sunday through 2359 hours on Saturday. Eight (8) hours shall constitute the basic shift exclusive of a one-half ($\frac{1}{2}$) hour unpaid meal period. Nothing in this or any other provision of this Agreement constitutes a minimum guarantee of work.

8.2 Voluntary Alternatives. Weekend tours of duty or alternate schedules requested in writing by a nurse may be arranged by mutual agreement with the appropriate department/division head, and shall not be subject to such time and one-

half (1½) premium pay provisions described in Article 9.4 that are specifically waived by the nurse.

8.3 Advance Authority. A nurse will be expected to obtain proper advance authorization, except in an emergency, from an appropriate supervisor for work in excess of the nurse's workday or workweek. The Medical Center will not discourage any nurse from seeking advance authorization.

8.4 Alternate Length Shifts. Where mutually agreeable to the Medical Center and the nurse concerned, a normal work day may consist of nine (9), ten (10) or twelve (12) hours. Such agreement shall be in writing. In addition, the Medical Center reserves the right to create additional positions of 9, 10 or 12 hours, which shall be subject to the established posting criteria set forth in Article 13.

8.4.1 The nurse concerned shall be scheduled on the basis of a forty (40) hour work week. Nurses who work regular schedules involving shifts of more than eight (8) hours shall be paid daily overtime for hours worked in excess of the applicable scheduled shift hours, instead of eight (8) hours.

8.4.2 Five or more consecutive nine (9) or ten (10) hour shifts, or four or more consecutive twelve (12) hour shifts, shall not be scheduled without the written consent of the affected nurse, which may be rescinded upon written notice at least ten (10) days in advance of posting of the next work schedule.

8.4.3 Whenever the initiation of a nine (9), ten (10) or twelve (12) hour shift is contemplated, and at least a portion of the hours for such shift are currently being worked in an eight (8) hour position, the Medical Center must offer the alternative length shift to all staff and/or charge nurses on the same nursing unit. If the Medical Center cannot accommodate the resulting multiple requests for alternative length shifts, the most senior nurse(s) requesting such shift(s) shall be granted such shift(s). The Association shall be notified in writing of the available shifts, applicants, and final appointments for each such alternative length shift when it is granted.

8.4.4 In the event that the number of alternate length shifts contemplated is sufficient to have a significant overall impact on the nurses in the particular

nursing unit, the Medical Center shall not proceed with initiation of such shifts without prior consultation with and consent of the Association.

8.4.5 A nurse working a 12-hour shift shall be allowed forty-five (45) minutes of rest period time during said shift.

8.4.6 A change in work day duration under this section will not be deemed to have resulted in a vacancy, provided that the change falls within the language of Article 13.6. Positions consisting of regularly scheduled shifts of different duration may be created only by mutual agreement between the nurse, the Medical Center and the Association. When vacated, the alternate length shift(s) shall first be offered to the remaining nurses on the unit and shift in order of seniority.

8.4.7 Mutually arranged shifts under this section that are not subject to the Article 13 filling of vacancy provision are subject to discontinuance upon written notice by either the Medical Center or the nurse within a four (4) month trial period from the date of initiation of the schedule change and at least thirty (30) days in advance of posting of the next work schedule. Discontinuance shall be by mutual consent following this trial period with the following exception:

If a nurse who has been scheduled opposite or in a complementary manner to one or more nurses vacates his/her schedule under this section, the vacated schedule shall be offered to nurses as specified under Section 8.4.3. If the schedule is not filled, discontinuance of the opposite or complementary scheduled nurses may be initiated by the Medical Center at least thirty (30) days in advance of posting of the next work schedule.

Any nurse whose schedule is voluntarily or involuntarily discontinued in accordance with the foregoing paragraph shall be returned to a substantially equivalent position on the nurse's current unit and shift no later than when the appropriate period of notice is complete. If no such position is available, then the nurse shall have the opportunity to move into (1) other open and available positions, or (2) a per diem position on the nurse's current unit and shift. Further, if the nurse's position was involuntarily discontinued, the nurse may choose moving to a substantially equivalent float pool position on the same shift, in which

case the nurse shall retain his or her in-unit seniority for position bidding for one year from date of transfer.

8.4.8 Combined 8/12 hour positions. Positions consisting of combinations of 8-and 12-hour positions shall not occur without mutual agreement between the nurse, the Medical Center and the Association unless as outlined in 13.6.

8.5 Meal and Rest Periods. The parties acknowledge the requirements and importance of rest and meal periods for nurses. The basic workday shall be eight (8) hours to be worked within eight and one-half (8 ½) hours, including a one-half (1/2) hour unpaid, duty free meal period; and one fifteen (15) minute paid rest period during each four(4) hour period of work. The Medical Center shall arrange for coverage if break relief is necessary. If rest or meal periods are missed due to the nature and circumstance of work in an acute care facility including emergent patient care needs, the safety and health of patients, availability of other nurses to provide relief, and intermittent and unpredictable patient census and needs, arrangements will be made to provide rest periods at alternative times during the shift. Rest periods may be allowed in conjunction with the meal period or combined and taken separately from the meal period. If a nurse is unable to take either a 30 minute meal period or a rest period it is the nurses' responsibility to inform his or her manager or designee. The designee may be the charge nurse or facilitator. If a nurse is not able to take a 30 minute meal period, the nurse will be paid for such 30 minutes. Missed break or meal periods due to patient care requirements or accurate reporting of missed meal or rest periods shall not constitute a basis for disciplinary action. There will be no public or publicized criticism of individual RNs for missing meal and/or breaks or for accurate reporting.

8.5.1 Unit plans. Each nursing unit will maintain a written plan designed to provide meal and rest periods in accordance with Section 8.5. This plan will be a component of the unit staffing plan. Plans will be modified by the Unit Based Council and ratified by consensus of the manager and a majority of the staff nurses on each unit. If consensus is not reached, the plan(s) will be referred to the staffing committee as a designated hot spot. These plans may include the use of short shift positions as referenced in Paragraph 1.b of Appendix G, and/or positions with alternative start times, to facilitate meal and rest periods. The Medical Center will make a reasonable effort not to regularly

assign charge nurses or facilitators a primary patient assignment, unless otherwise agreed to, so that they may assist in meal and rest period coverage; provided that this provision will not interfere with the staffing needs of smaller nursing units as determined at the unit level. The Medical Center will schedule sufficient staff to implement each unit's plan. The Medical Center will provide copies of unit plans to the Association.

8.5.2 Quarterly Review of Meal and Rest Period Data. The parties will review trends in all nursing units to determine if meal and break plans are adequate to ensure nurses are receiving their uninterrupted meal and rest breaks. This data will also be used to develop action plans for units that are not successful and to identify best practices at the Labor Management Committee each calendar quarter. The goal is to work collaboratively to find a way to solve the problem of missed meals and breaks.

8.6 Work Schedules. Time schedules shall be posted at least fourteen (14) calendar days in advance of the applicable four-week cycle.

8.6.1 Per diem nurses. Per diem nurses shall be offered the following opportunities: (1) to be placed on the schedule prior to temporary and "agency" nurses; (2) to commit to available work before such work is contracted to traveler nurses; (3) to be scheduled for available shifts in their unit and shift prior to per diem nurses who are assigned to a different unit or shift or who normally work a different length shift; and, (4) following the posting of the schedule, to work available shifts on the schedule prior to regular nurses seeking to work extra shifts. Regular nurses have first priority for available extra shifts prior to the posting of the schedule. Per diem nurses within the same unit and shift and with the same shift length shall initially be offered a substantially equivalent number of available shifts. Among such nurses, subject to the equitable distribution of available shifts, individual shift preferences shall be accommodated in order of seniority. In order to be considered, individual shift preferences must be made known to the Medical Center no later than fourteen (14) days prior to the posting date. For purposes of this paragraph, "shift" shall mean day shift, evening shift or night shift.

8.6.2 Deviation from scheduled times. In preparing a schedule for posting for the Operating Room, PACU, Cath Lab, Endo, Endoscopy Clinic, PAT/Anesthesia Clinic, SPA, CPR, Cardiac Surgery Team and I.V. Therapy units, the Medical Center will not, without the nurse's consent, deviate from a nurse's usual scheduled times for beginning and ending work by more than two (2) hours. For all other units, the Medical Center will not, without the nurse's consent, deviate from a nurse's usual scheduled times for beginning and ending work.

8.6.3 Post-schedule modification of scheduled times. After a schedule is posted, a nurse's scheduled times to begin and end his/her shift during that period will not be modified without the nurse's consent, except (a) as allowed under Article 8.7, or (b) in connection with not working scheduled hours under Article 14.2. Changes in a nurse's usual scheduled times for beginning and ending work, without the nurse's consent, shall be in response to specific assignment needs and shall last for as brief a period as possible.

8.6.4 Deviation from anticipated days off. In the event that scheduling needs on a unit and shift require deviation from a nurse's anticipated days off, the Medical Center shall seek volunteers first. Deviations from anticipated days off shall be distributed equally among nurses on the unit and shift. If it is necessary to change a nurse's anticipated days off, the Medical Center shall notify the nurse prior to the posting of the schedule by work email or as otherwise agreed to between the Medical Center and the nurse.

8.6.5 Mandatory overtime. Per the Oregon Hospital Staffing Law ORS 441.166 (4) (a &b), a nurse shall not be required to work beyond his/her regularly scheduled shift except that the Medical Center may require an additional hour of work beyond the work authorized if a staff vacancy for the next shift becomes known at the end of the current shift or there is a potential harm to an assigned patient if the nursing staff member leaves the assignment or transfers care to another staff member. Mandatory overtime may not be assigned on a routine basis. The Association and the Medical Center agree that every reasonable effort should be made to obtain nurses for unfilled hours or shifts before requiring a nurse to work overtime, including filling known vacancies in the posted work

schedule immediately prior to the start of the shift, offering premium pay and the utilization of agency nurses when available. As part of its effort to avoid mandatory overtime, the Medical Center will offer to bargaining unit nurses who are not already assigned to work the shift the highest incentive pay being paid on the unit and shift, without regard to incentive pay eligibility exclusions. The Medical Center will fully comply with Oregon State legislation that limits and regulates circumstances under which a nurse may be required to work overtime. The Medical Center shall provide a process for recording the nature of overtime worked by a nurse a voluntary or mandatory.

When circumstances beyond the Medical Center's control require modifications to a nurse's usual scheduled times for ending work, the Medical Center shall immediately notify the Association and explain the circumstances in accordance with current protocol. This protocol will be reviewed annually, or more frequently if modified, at the Labor Management Committee. The Medical Center shall also notify the Association in a timely manner, and in writing, of the impacted nurse's name, number of required hours worked, shift and unit. In such an event, when there are no volunteers for the additional assignment, the work shall be assigned in order of reverse seniority in semiannual periods, beginning with the least senior qualified nurse working within the nursing unit where the staffing need arises, provided that a nurse who is working hours beyond his or her regularly scheduled position hours shall be the last qualified nurse to be assigned the work. A nurse who volunteers to work in lieu of another nurse designated to work the additional assignment shall be credited for working the assignment for purposes of the rotation described above.

No nurse shall be required to work when the nurse, in his or her judgment, is unsafe to perform patient care duties. For all required work under this paragraph, a nurse shall be compensated at not less than the highest premium rate of pay being paid on the nurse's unit during that particular shift.

8.7 Assignment to Non-Regularly Scheduled Shift. Regular nurses (not including those in a formal, specific training program and/or orientation) generally are not to be assigned to a variable shift or to rotate shifts, unless at the nurse's request. In order to handle specific assignment needs, however, the Medical Center may assign

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regular nurses to work on shifts other than (or in addition to) the shift on which they are regularly scheduled. For purposes of this section, “shift” shall mean day shift, evening shift or night shift. The Medical Center will provide the nurse with a minimum of two weeks’ notice prior to assigning to an alternative scheduled shift.

Whenever possible, qualified nurses who have indicated their willingness to be assigned will be assigned first. The assignment of other qualified nurses, whose qualifications to perform the duties required are substantially equal, shall be on a rotational basis by seniority per selected shift beginning with the least senior such nurse(s), unless otherwise agreed to by the Medical Center and the directly affected nurses.

8.7.1 A nurse’s assignment in such rotation shall be for a maximum of one (1) month of work, exclusive of scheduled PTO. Upon completion of such assignment, the nurse shall not again be assigned in the rotation until all other eligible nurses in the unit have been assigned in the rotation. The Medical Center shall not assign more than four unit nurses to non-regularly scheduled shifts for a maximum of one cycle without consent of the Association.

8.7.2 Nurses shall be exempt from such rotation if they are (1) among the top 20% of regular nurses on the most recently issued housewide seniority list, and (2) among the top 30% of most senior nurses within their unit and shift.

8.7.3 Rotation of shifts shall be assigned on a pre-scheduled basis prior to posting, unless unusual circumstances arise during the work cycle that could not have been reasonably anticipated in advance.

8.7.4 A nurse assigned to a non-regularly scheduled shifts shall maintain his/her FTE work status on the newly assigned shift and will not be required to work additional scheduled hours on other shifts

8.8 Temporary Assignments. A nurse may, with the nurse’s consent, be assigned temporarily to a higher non-bargaining unit or charge position. A nurse may also, with the nurse’s consent, be assigned to facilitate. A nurse may also be assigned to facilitate without the nurse’s consent, provided that (1) there is no willing and qualified oriented nurse available to fill the assignment, (2) the assignment occurs on a shift that

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the nurse is already scheduled to work, and (3) the nurse is qualified and fully oriented to facilitator duties. The Medical Center shall always first seek qualified volunteers to be oriented to facilitator duties, but in the absence of volunteers, shall have the right to orient qualified nurses to the role of facilitator. When a temporary assignment occurs, the nurse shall be compensated for such work at his/her current rate of pay plus the applicable differential or the difference in rates between the hourly base rates of the two positions.

8.9 Orientation. When a nurse is newly hired for assignment to a specific unit or transferred to an established position in a unit, the Medical Center will provide the nurse with sufficient orientation to the unit and its patients that allows the nurse to reach core competency. Based upon the nurse's previous clinical experience and the similarity of skills to those the nurse already possesses, the nurse and the nurse's supervisor will mutually agree on the length of orientation in the applicable nursing unit. The Medical Center will take into consideration the nurse's expressed needs in determining the individualized orientation. Nurses shall not be required to work additional hours to orient on other units.

8.9.1 The Staffing Committee may create unit clusters for purposes of cross-orientation. The Medical Center may require cross-orientation of a nurse to any or all units in his or her cluster. In the event of such a requirement, the Medical Center will provide the nurse with sufficient cross-orientation opportunities and opportunities to be scheduled in other units within the approved cluster. The Medical Center will provide the nurse with sufficient orientation to the unit(s) layout, procedures, meal and rest period plans and its patient population. Based upon the nurse's previous clinical experience and the similarity of skills to those the nurse already possesses, the nurse and the appropriate supervisor(s) will mutually agree on the length of orientation in the applicable nursing unit. The Medical Center will take into consideration the nurse's expressed needs in determining the individualized orientation.

8.9.2 Float pool nurses. Float pool unit nurses may be required to orient to up to four (4) nursing units within their first year in the float pool after such time they may request to orient to additional units upon need and approval of the float pool manager or designee. Nurses will be required to maintain

competency in each unit in which they work and will be scheduled in those units to maintain skills.

Positions will be posted with designation for University District, RiverBend or Critical Care Float pool. The Nurse may voluntarily float to units or campuses outside of their hired designation but will not be required to do so. The selection of units within each designation shall be by mutual agreement with their nurse manager.

The Medical Center will make best efforts to minimize floating between RiverBend and University District. If such a need arises, the manager will seek volunteers. If there are no volunteers, the Medical Center shall assign based on competency and an equitable rotation. The rotation plan shall be developed by the Float Pool UBC. For each unit to which a float pool nurse is required to orient, the nurse will receive sufficient orientation to allow the nurse to have the documented competencies and skills required to provide direct care to patients on the unit. The provisions of section 8.9.1 apply equally to Float Pool Unit nurses.

Float pool nurses may participate in both float pool and unit specific staff meetings and in services and will be paid for their time.

8.10 Floating. A nurse who is scheduled to work on his/her regular unit may be required to float to any other nursing unit, except that nurses in the Women's and Children's Complex (NICU, Labor and Delivery, Pediatrics and Mom/Baby) will not be required to float to units outside of the Complex. However, no nurse with less than six months experience in an acute care setting shall be assigned to float to another unit. UBC guidelines may require a nurse to have more experience prior to floating into a unit.

8.10.1 Float assignments. Nurses shall receive float assignments commensurate with their skills, competencies and the patient populations to which they have been oriented. Among nurses on a unit who are competent to perform a float assignment, volunteers shall be first, followed by agency, traveler and temporary nurses, then float pool nurses, and then by an equitable system of rotation among the remaining nurses on the unit. The system of rotation shall be

in accordance with float guidelines established between the unit manager(s) and a majority of the nurses on the nursing unit. These float guidelines shall be written and available for review on each nursing unit. At a minimum, nurses assigned to float will receive or will have previously received basic information needed to work on the unit, including unit layout, location of supplies, and essential unit protocols prior to receiving a patient assignment. If a nurse at any time during the float assignment process determines in his or her professional judgment that the nurse does not have the skills or experience required for the assignment, the nurse's judgment will be respected. In that situation, another nurse who has received sufficient orientation may be floated, or the assignment shall be modified. A Charge Nurse may be required to float when not assigned to perform the duties of the Charge Nurse for that shift. A bargaining unit nurse who is assigned primary preceptor duties for that shift shall not be subject to the float rotation for that shift. The Medical Center shall make best efforts to minimize floating between the RiverBend and University District campuses after the start of their shift and will seek volunteers prior to assigning such floating.

8.10.2 Supplemental assistance. In addition, any nurse may be required to provide supplemental nursing care on any unit where the need arises, without specific unit orientation, provided that the nurse may refuse any specific component of such an assignment that the nurse, in his or her professional judgment, does not assess is appropriate. In such a case alternate nursing care duties will be assigned in the unit. This right of first refusal shall be limited to units where the nurse has not completed orientation specified in Section 8.9. All such assignment of nursing care shall be consistent with licensure requirements for registered professional nurses in Oregon. Such a nurse shall not be required to take a primary patient care assignment, but shall be expected to perform the functions identified in the list of supplemental assist functions formulated by the Staffing Committee.

8.11 Report Pay. If the Medical Center is unable to utilize a nurse who reports for an assigned shift, he/she shall be paid four (4) hours at the straight time hourly rate of pay plus applicable shift differential or the straight time hourly rate of pay for the actual number of scheduled hours for that shift, whichever is less. The provisions of the preceding sentence shall not apply if (a) the reasons giving rise to non-utilization of the

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nurse are caused by acts of God, utility failure or like occurrences, or (b) the Medical Center makes a reasonable effort to notify the nurse by telephone at least two (2) hours before a scheduled day, evening or night shift, that he/she should not report. It shall be the responsibility of the nurse to notify the Medical Center of his/her address and telephone number; failure to do so shall preclude the Medical Center from the notification requirements and payment of the above guarantee.

8.12 On-Call Scheduling. Written on-call scheduling, utilization, and compensation guidelines that accurately reflect current unit practices, provided they are not inconsistent with the terms of this Agreement, shall be developed by the Medical Center and forwarded to the Association.

8.12.1 The Medical Center shall only have the right to implement changes in such guidelines after having notified and bargained with the Association over such proposed changes (either to agreement or to impasse) during the term of this Agreement.

8.12.2 Notwithstanding the foregoing, in any nursing unit where on-call scheduling is voluntary, such scheduling shall remain voluntary for the duration of this Agreement.

8.12.3 Mandatory on-call shifts shall be scheduled by the Medical Center in no less than eight-hour increments, except as follows: An option for four-hour on-call shifts may be made available by the Medical Center to nurses who consent to meet their mandatory on-call requirement in less than eight-hour increments. These four-hour on-call shifts shall be limited to 0700 to 2300. Moreover, two-hour call shifts may be made available to nurses on a voluntary basis and shall be paid at the mandatory call rate set forth in Section 9.7.1. Weekend on-call shifts shall not be scheduled without the nurse's consent (1) on a nurse's regularly scheduled weekend off, resulting in the nurse being subject to working consecutive weekends, or (2) on consecutive weekends.

8.13 Schedule Exchanges. There are no restrictions on the number of uneven schedule exchanges a regular nurse can take with PTO provided that the replacement on the schedule is qualified to do the work. Per diem nurses may also arrange unlimited uneven schedule exchanges with other per diem nurses. Even

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schedule exchanges must occur within a period of thirty (30) days, and even exchanges between nurses on different shifts shall be limited to three (3) per nurse per work cycle except for exchanges made for educational purposes. Notwithstanding the preceding sentence, even exchanges of scheduled call for nurses in the Operating Room may occur within two (2) consecutive work cycles. Although no schedule exchange is allowed to result in the payment of premium or overtime pay at the time of the request, such pay shall not be excluded as a result of subsequent work being assigned by the Medical Center after the schedule is posted and performed by the nurse following the approval of the exchange. Uneven schedule exchanges can only be submitted after the schedule is posted, unless the request is needed to complete an otherwise approved PTO request for a block of four (4) scheduled days or more. The Medical Center may deny an uneven schedule exchange request only if the nurse making the request is not qualified, the exchange will result in overtime or premium pay, or the request is made within seven (7) calendar days of the requested exchange.

8.13.1 Nurses with an FTE appointment of 0.7 or above may take a maximum of five (5) uneven schedule exchanges without PTO use within a calendar year. All other uneven schedule exchanges, including all uneven schedule exchanges taken by regular nurses with less than a 0.7 FTE, shall be taken with PTO. An uneven schedule exchange of any part of one shift shall be considered one exchange, unless exchanges from more than one nurse are required to cover one shift on a nurse's schedule.

8.13.2 Schedule exchanges made for the purpose of conducting hospital business (committees, education/in-service, etc.) do not constitute uneven schedule exchanges.

ARTICLE 9 – COMPENSATION

9.1 Progression. Progression through the salary range for nurses shall be one step at a time and shall be automatic on an annual basis, and the step increase shall be effective at the beginning of the pay period following the later of the nurse's anniversary or adjusted anniversary date of employment as a nurse.

9.2 Wage Rates and Additional Compensation.

9.2.1 Wage rates. Nurses covered by this Agreement shall be compensated at the wage rates set forth in Appendix A hereto.

9.2.2 Payment in excess of contract provisions. This contract should not be construed to limit the Medical Center's right to reward an individual nurse's performance over and above the prescribed conditions called for in this Agreement.

9.2.3 Pay enhancement plans. The Association further acknowledges that the Medical Center has the right to compensate nurses over and above the amounts set forth in this Agreement in response to needs for limited periods of time. The Medical Center agrees to notify the Association of all new pay enhancement plans prior to implementation. The Medical Center further agrees to consider prior to implementation all reasonable objections, suggestions and/or concerns raised by the Association within ten (10) calendar days after such notification. At the time of implementation of the plan, the Medical Center shall provide terms, including criteria, of the plan to the Association.

a. In the event the Medical Center activates a pay enhancement plan (including reactivation of a Critical Staffing Incentive or On-Call/Called-In plan) for specific time periods in specific units, then regardless of when during the work cycle the commitment to perform additional work has occurred, all nurses who meet the criteria for such additional compensation during the specified time period in the specified unit(s) shall be entitled thereto.

b. The Medical Center shall provide notice to all nurses within the affected nursing unit and shift of the activation of an intermittent pay enhancement plan as soon as a determination of its availability is known. Such notice may be actual or constructive. The intent of this provision is to provide notice of the terms of the plan to such eligible nurses.

9.2.4 Compensation for extra shifts. The existing Compensation for Extra Shift ("CES") incentive plan will continue in effect for the duration of this Agreement. Under the terms of this plan, a CES differential of \$18.00 per hour shall be paid during a shift designated by the Medical Center as a CES eligible shift to any nurse who is eligible for the differential under the terms of the plan.

a. A nurse shall not be eligible for the CES differential if the nurse is being paid premium pay for the same hours worked pursuant to

Section 9.4, with the exception of overtime pay under section 9.4.1 or holiday pay under Section 9.4.6.

b. Regularly scheduled nurses are eligible for CES pay if they are working in excess of their assigned FTE during the CES eligible shift. Hours that count toward a nurse's FTE to determine eligibility are set forth in the Medical Center's CES guidelines.

c. Per diem nurses must have worked two (2) shifts at the regular or holiday rate of pay in the previous pay period in order to be eligible for CES pay in the current pay period.

d. Nurses who are eligible for the CES differential during a CES eligible shift shall be deemed to be working at a premium rate of pay for purposes of placement on low census under Section 14.2.

9.3 Credit for Prior Experience. A nurse with at least two (2) years of full time equivalent (FTE) experience in an acute care hospital prior to hire, will be started at not less than the applicable step indicated below:

2 to 3 out of the last four (4) years: Step 2

4 to 5 out of the last six (6) years: Step 3

9.4 Overtime and Premium Pay. A nurse shall be paid at the rate of one and one-half (1½) times the nurse's regular hourly rate of pay for all hours worked in any one category listed below, including statutory overtime pay under 9.4.1 or premium pay under 9.4.2 through 9.4.6. Whenever such premium is payable for hours worked under one category, such hours will not be considered again for determination of premium payments under another category.

9.4.1 Overtime. In excess of forty (40) hours worked within the standard workweek as defined in Article 8.1. (This forty (40) hour workweek provision may be modified by mutual consent between the nurse and the Medical Center to provide for an eighty (80) hour work period within fourteen (14) consecutive days. Under this arrangement, the nurse will, consistent with federal and state laws, be paid overtime for hours worked in excess of eight (8) in a day or eighty (80) within such period instead of forty (40) within the standard workweek.)

9.4.2 Sixth and consecutive day. On the sixth consecutive day worked, and each subsequent consecutive day worked, following five (5) consecutive

days already worked, unless waived by mutual agreement. To qualify as a consecutive day of work under this paragraph, the nurse must have worked four (4) or more hours in such day.

a. Any day worked, regardless of the nurse's rate of pay for that day, will count toward sixth and consecutive day pay under this section. For purposes of this section, "day" is defined as the calendar day on which the nurse's scheduled shift begins. All time worked during or contiguous to this scheduled shift is considered time worked on the day the scheduled shift begins. In the event a nurse works a portion of a shift that is not part of or contiguous to a scheduled shift, the work is considered to have occurred on the day the worked shift begins.

b. The Medical Center may cancel any day of work to break the consecutive day cycle, if it notifies the nurse in person or makes a reasonable effort to notify the nurse by telephone of the cancellation at least twelve (12) hours prior to the beginning of the shift to be cancelled.

c. If a nurse volunteering for additional work may thereby be entitled to consecutive day premium pay under this provision, the nurse shall note such entitlement on the appropriate sign-up sheets. If a nurse may be entitled to such pay as a result of working on another unit or engaging in an activity outside of the nurse's unit, the nurse shall so notify his or her unit manager or designee by email prior to accepting such work or engaging in such activity. In the event that the nurse has been requested by the Medical Center to perform work on short notice, email notification after accepting the assignment is sufficient. Failure of the nurse to satisfy either obligation above shall render the nurse not eligible for premium pay under this provision.

d. This section shall be subject to the terms of Section 8.13 regarding schedule exchanges.

9.4.3 Excess of standard shift. Hours worked in excess of the nurse's standard shift in each day, which is defined as a period commencing at the beginning of a nurse's regularly scheduled shift and terminating twenty-four (24) hours later.

9.4.4 Consecutive weekends. On any consecutive weekend which is not a regularly scheduled weekend for the nurse, provided that a nurse shall not be eligible for premium pay under this provision more frequently than every other weekend. A nurse shall not be regularly scheduled to work consecutive weekends.

a. Exempt from this provision are those nurses who have agreed in writing to work schedules calling for consecutive weekend work, and those nurses who express a desire in writing to work consecutive weekends when work is available. Nurses who have agreed in writing to work consecutive weekends may withdraw such authorization in writing with two (2) cycles notice to their manager.

b. A weekend is defined as Saturday and Sunday for the first and second shifts; and, for the third shift, Friday and Saturday or Saturday and Sunday, as designated by the Medical Center upon a nurse's employment (or, for nurses employed on the execution date of this Agreement, the weekend days they have been primarily working), or subsequently upon a nurse's change of unit, shift, hours or position title.

9.4.5 Call-back. Time actually worked on a call-back during a nurse's on-call shift under Article 9.7, for a minimum of two (2) hours. A nurse who based on the Medical Center's operational needs, volunteers to be called in to work in the labor and delivery nursing unit shall be placed in an on-call status and be subject to the terms of this provision.

9.4.6 Holiday pay. If a nurse is scheduled or requested by the Medical Center to work on any of the following holidays, he/she will be paid one and one-half (1½) times his/her regular hourly rate of pay for all time worked on such holiday:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day

A nurse shall be eligible for holiday pay even if he/she is also eligible for premium or overtime pay during another day worked as a result of working on the holiday. Holiday pay shall apply for all hours worked from 11:00 p.m. on the day preceding the holiday until 10:59 p.m. on the actual holiday. A nurse not scheduled or requested to work on a designated holiday may choose to use PTO or take time off without pay. Nurses shall not be scheduled to work above their scheduled FTE during a holiday week.

9.5 Charge Nurse Differential. A nurse assigned to Charge Nurse responsibilities shall be paid a differential of either \$3.15 per hour for the duration of the nurse's assignment to a Charge Nurse vacancy in accordance with Article 13.3; or \$2.20 per hour worked when designated by the Medical Center to be a Facilitator.

9.6 Shift Differential.

9.6.1 Evenings. A nurse who works the second shift, including four (4) or more hours after 1500 hours, shall be paid a shift differential for all hours worked after 1500 hours of \$ \$2.50 per hour.

9.6.2 Nights. A nurse who works the third shift, including four (4) or more hours after 2300 hours, shall be paid a shift differential for all hours worked after 2300 hours of \$4.70 per hour. A nurse, after twelve (12) continuous months as a nurse, shall be paid a night shift differential for all hours worked after 2300 hours of \$6.90 per hour.

9.6.3 Instead of the above, a nurse who is scheduled for a twelve (12) hour shift or a nurse who is working on a call-back during an on-call shift will be paid evening shift differential for all hours worked between 1500 and 2300 hours, and night shift differential for all hours worked between 2300 and 0700 hours, at the applicable rates set forth above.

9.6.4 Nurses in eight (8), nine (9) or ten (10) hour shift positions as of June 30, 1995, whose scheduled start times are not at 1500 or 2300 and who have been receiving evening or night shift differential for all hours worked on their shift, shall continue to receive such differential until they vacate their position.

9.7 On-Call. On-call compensation shall be paid when a nurse has been placed on “on-call” status. Such nurse will remain available to report to work on short notice if called by the Medical Center.

9.7.1 Rate of pay. A regular nurse scheduled for an on-call shift, or who is scheduled to work but is notified in advance of the scheduled shift to be on-call instead, shall be paid \$4.00 per on-call hour, whether or not the nurse is called back while on-call. The rate shall be \$5.00 per on-call hour for mandatory call.

9.7.2 Next day off. Provided a nurse makes sufficient advance request, such nurse scheduled as defined above for an on-call shift may have Monday off without compensation following a weekend on-call, or the following day off if the on-call period falls during the week, or the nurse experienced repeated or lengthy call-backs during the on-call period.

9.8 Call-In. When a nurse who is not scheduled to work and not on call is called in to work because of increased patient census, patient acuity, or unexpected patient care needs, the nurse shall be paid a minimum of four (4) hours’ pay.

9.9 Overpayments. If a nurse is paid more than required under this Agreement, the Medical Center may obtain reimbursement by payroll deduction for up to 90 days of such overpayments preceding the date of the Medical Center’s notification to the nurse of such overpayment. The Medical Center will provide the nurse with a repayment plan within fifteen (15) days after having been notified of the overpayment. The amount of the overpayment and the basis for that amount will be indicated in the plan. The nurse may request a meeting to verify the overpayment error and the amount owed with a payroll representative via teleconference. The nurse may also propose an alternate repayment plan at the meeting or in writing within the above-referenced 15-day time frame. If the nurse fails to respond within fifteen (15) days after the proposed repayment plan is sent by e-mail and by certified mail, the nurse will be deemed to have accepted the plan as written. The letter providing the repayment plan will advise the nurse of his/her rights under this section. This section is without prejudice to any other legal means that the Medical Center may have to obtain reimbursement for overpayments not covered by payroll deduction.

9.10 Weekend Work. For weekend work on which the nurse is not eligible for time and one-half pay under any provision of this Agreement (including for consecutive weekend work under Article 9.4.4), the nurse will be paid a weekend differential of \$1.75 per hour worked. A weekend for purposes of this section shall be defined as all hours between 1900 Friday and 0700 Monday, except that the differential shall not be payable to nurses working a Friday shift that is scheduled to end either at 1900 or 1930 or to nurses working a Monday shift that is typically considered to be a day shift.

9.11 Certification Pay. A nurse who obtains and maintains a nationally recognized nursing certification shall receive a differential of \$1.00 per hour for all compensated hours. If initial certification is obtained during the prior calendar year, only those hours that are compensated beginning with the first full payroll period subsequent to certification shall be considered. An approved certification list shall be established by mutual consent between the PNCC and the Chief Nurse Executive or designee and shall be updated on an annual basis.

9.11.1 Eligibility. To be eligible for the commencement of certification pay under this provision, the nurse must submit a document from the accrediting body or testing facility which indicates that the nurse has successfully completed the certification requirements. For continued pay eligibility under this provision, the nurse must submit a document within 120 days following the commencement of certification pay that provides verification of the nurse's certification, the certification number, and the certification's beginning and end dates.

9.12 Advanced Education Pay. Nurses holding a baccalaureate degree in nursing (BSN or BAN) will be compensated three percent (3%) above their Appendix A rate and nurses holding a master's degree in nursing (MSN or MAN) will be compensated four percent (4%) above their Appendix A rate.

9.13 Transport Differential. A nurse who performs NICU patient transport duties shall receive \$150.00 per transport in addition to the nurse's regular rate of pay. A nurse who performs any other patient transport duties will receive, in addition to the nurse's regular rate of pay, either \$50.00 per transport in the Eugene-Springfield metropolitan area or \$150.00 per transport outside of the metropolitan area.

9.14 Preceptor Pay. A nurse assigned by the Medical Center to mentor new nursing department nurses, RN and LPN students (but not including students whose instructors are present at the facility) and surgical scrub technicians under the Medical Center's preceptor program shall receive \$2.00 per hour in addition to the nurse's regular rate of pay for each hour worked while performing in this role. The Medical Center will select preceptors based on clinical skills, experience, communication skills and teaching skills. Nurses may be required to attend an approved preceptor class in order to qualify for preceptor pay.

9.15 Interpreter Differential. Nurses shall be eligible to receive an interpreter pay differential in accordance with Medical Center policy. To be eligible for this differential, an employee must consistently use interpreter skills on the job at least 15% of the employee's working time and pass the qualifying language proficiency examination. Occasional interpreting during the normal course of work does not qualify for the interpreter differential. The amount of such differential shall be 7% of the nurse's straight rate of pay.

9.16 Payroll Practices. The Medical Center shall maintain payroll records and payroll practices in accordance with federal and state law. The Medical Center shall make available to nurses, on or before the designated payday for each pay period, detailed earnings data for each category of pay that allow the nurse to verify the accuracy of his or her compensation. The Medical Center shall also make available a readability key that defines the acronyms and categories that appear on a nurse's earnings statement. New hires will receive information related to time and attendance tracking and pay stub definitions as part of their orientation.

9.17 House Coordinator. A nurse assigned to House Coordinator responsibilities shall be paid a differential of \$5.00 per hour for the duration of the nurse's assignment.

9.18 Critical Care Float Pool. Critical care super float pool nurses who have completed their orientation as set forth in Section 8.9.2 shall be paid an hourly differential of \$2.00 above their Appendix A pay rate.

9.19 Care of Sexual Assault Victim. A nurse who is trained and/or certified in the care of a sexual assault patient shall receive \$150 stipend per shift when they perform such an exam. Nurses that receive national certification pay for SANE pursuant to 9.11 shall not be eligible for this stipend.

ARTICLE 10 – PAID TIME OFF

10.1 General Provisions. Paid Time Off (PTO) provides compensated time off for the nurse to use as he/she determines it best fits his/her own personal needs or desires, as set forth below, for absences from work. PTO supersedes and is in lieu of provisions for vacations, holidays and sick leave, except as specifically referred to below.

10.2 Eligibility. All nurses regularly scheduled to work at least 20 hours per week (excluding per diem and temporary nurses) are eligible for PTO. In addition, per Oregon Paid Sick Leave Law, ORS 653.601 – 653.661 (2016) all nurses are eligible for paid sick leave.

10.3 Accrual. PTO shall be accrued on the basis of hours compensated, including hours compensated as PTO or extended illness bank time (but excluding on-call hours compensated under Section 9.7, hours donated pursuant to Section 10.6 and hours cashed out pursuant to Section 10.9), all of which are referred to as accrual base hours, at the accrual rates set forth below.

10.4 Accrual Rates. Eligible nurses shall accrue PTO as follows:

- a. First through Fourth Year of employment – .10385 hours of PTO for each accrual base hour (approximately 27 PTO days (216 hours) per year for a full-time nurse).
- b. Fifth through Ninth Year of employment – .12308 hours of PTO for each accrual base hour (approximately 32 PTO days (256 hours) per year for a full-time nurse).
- c. Tenth through Fourteenth Year of employment – .13846 hours of PTO for each accrual base hour (approximately 36 PTO days (288 hours) per year for a full-time nurse).

- d. Fifteenth through Nineteenth Year of employment – .14615 hours of PTO for each accrual base hour (approximately 38 PTO days (304 hours) per year for a full-time nurse).
- e. Twentieth and Subsequent Year of employment – .15385 hours of PTO for each accrual base hour (approximately 40 PTO days (320 hours) per year for a full-time nurse). However, nurses accruing at the rate of .15769 hours of PTO for each accrual base hour (approximately 41 PTO days (328 hours) per year for a full-time nurse) as of June 30, 2013 shall continue to accrue at that higher rate.
- f. There shall be a maximum PTO accrued balance for each nurse of 600 hours. Once an accrual balance reaches 600 hours, accrual shall stop until the balance is reduced below 600.

10.4.1 Sick Time Bank. Non-benefit eligible nurses shall accrue Oregon Paid Sick Leave at the rate of 1 hour per every 30 hours worked. This sick time is accessible to non-benefit eligible nurse through their Sick Time Bank. Nurses may accrue up to 80 hours in their Sick Time Bank. Up to 40 hours may be carried over for use in the following year.

10.5 Use of PTO.

10.5.1 PTO may be used as soon as it is earned, up to the amount accrued in the pay period immediately preceding the time off, in accordance with the provisions of this Article. PTO may not be used in advance of its accrual, on regularly scheduled days off, or to claim pay for time lost due to tardiness.

10.5.2 Except where otherwise required by law or by a specific provision of this Agreement, PTO must be used for all time off taken by a nurse. If the nurse has no accrued PTO, unpaid time off shall be allowed for illness and emergencies, and may be granted under other extenuating circumstances on a case-by-case basis subject to approval by the nurse's supervisor. When requests for scheduled time off conflict with staffing requirements, preference will be given to PTO requests over requests for time off without pay.

10.5.3 Absent unusual circumstances, full-time nurses are encouraged to use at least eighty (80) hours of PTO per year (prorated for part-time employees) for rest and relaxation.

10.5.4 In anticipation of prime time periods, as defined in nursing unit guidelines, the Medical Center shall attempt to supply sufficient staff, including temporaries and per diem personnel.

10.5.5 Up to 40 hours of a benefit-eligible nurses PTO may be considered protected time that shall not be subject to the Medical Center's Attendance and Punctuality Policy if the PTO is used for reasons eligible under Oregon Paid Sick Leave Law.

10.6 Donation of PTO. A nurse may donate a minimum of one (1) hour and a maximum of 250 hours per year of his or her accrued PTO for the benefit of another employee (1) who has a medical hardship and/or (2) who is a member of the Association negotiating committee, subject to the following:

10.6.1 Medical hardship. A medical hardship consists of a medical condition of the employee or of a family member that will require the member's prolonged absence from duty and will result in a substantial loss of income because the employee will have exhausted all accrued PTO. The nurse desiring to donate PTO for another's benefit must submit a written request with a description of the medical hardship. The Medical Center shall review the request for approval based on a determination of whether the standards for medical hardship have been met.

10.6.2 Negotiating committee. Hours donated for the benefit of members of the Association negotiating committee will be transferred by the Medical Center to committee members as designated by the Association and will be restricted to the time period of negotiations for a successor agreement.

10.6.3 Irrevocable transfer. Any hours donated through this process shall be transferred to the other employee on an irrevocable basis.

10.7 Requesting and Granting PTO. PTO must, except in unusual circumstances, be requested in advance of the time off desired. Consistent with the Medical Center's and the nurse's responsibilities to provide adequate patient care, the Medical Center will not unreasonably deny said request.

10.7.1 Time parameters. A nurse shall request the supervisor of his/her unit to schedule time off by giving notice in writing to the staffing office at least two (2) full four-week work cycles but not more than six (6) cycles prior to the date when the earliest schedule covering such time off is to be posted. The Medical Center will respond in writing to such request no later than thirty (30) days after receipt of the request. Preference for available time off on the nurse's unit and shift will be given to the request for same received on the earliest date by the staffing office.

10.7.2 Requests submitted during off-hours. All PTO requests submitted to the appropriate office when it is closed shall be considered as noticed to the Medical Center the next working day for that office. PTO submitted on a calendar day of Saturday or Sunday shall be considered noticed to the Medical Center on the Monday immediately following the weekend. All such requests shall be date stamped for Monday's date. Similarly, any PTO request submitted on a holiday shall be considered as noticed to the Medical Center on the following weekday.

10.7.3 Requests submitted with less than two work cycles' notice. If a nurse requests time off with less than two full work cycles' notice, but at least two (2) weeks prior to the date when the earliest schedule covering such time off is to be posted, the Medical Center will consider such requests in the order received from among the nurses on the same unit and shift, to determine if scheduling will permit accommodation of the requests. A nurse may also request time off from his or her manager or designee after the schedule is posted. A nurse requesting scheduled time off with less than two work cycles' notice runs an increased risk of non-approval of the request due to non-availability of adequate core staffing.

10.7.4 Conflicting requests. In the event two or more nurses on the same unit and shift request the same period of time off and such requests are

received by the Medical Center on the same date, the Medical Center will seek to accommodate the requests, but, in the event the scheduling will not permit, the Medical Center will notify the nurses of the unresolved conflict. The senior such nurse shall be given preference provided that (a) they request such seniority preference in writing no later than five (5) days after notification by the Medical Center of the unresolved conflict, and (b) they shall not be eligible to exercise such right of seniority if they exercised it during the preceding two (2) years.

10.7.5 Unscheduled time off. When time off is requested without prior approval due to an emergency or illness, a specific reason for the request is to be given. A nurse requiring time off without prior approval and on short notice must notify one departmental contact, as identified by Medical Center policy, as soon as the employee becomes aware of the need, or at least three (3) hours prior to the starting time for the applicable shift.

10.7.6 Rescission of authorized PTO. The Medical Center may not rescind PTO once it is granted. A nurse may rescind a PTO request up to 30 days prior to the date when the schedule covering such time off is to be posted. Thereafter, rescission of such requested time off may be accomplished only if the Medical Center consents.

10.8 PTO Unit Guidelines. Each unit based council shall establish an ad hoc committee of nurses only to develop PTO unit guidelines. These guidelines will be developed with the consensus of the manager(s) and the unit based council. The guidelines will be voted and approved by a majority of nurses on the unit. The vote shall be conducted by an ONA unit representative or designee. Copies of the approved guidelines will be kept on the unit and in Nursing Administration, and will be sent to the Association. These guidelines shall address, at a minimum, (a) a definition of prime time for the unit; (b) the number of staff who can be scheduled off at any time, including prime time; (c) a fair and equitable system for assigning holidays, including New Year's Eve; and (d) the number of pending PTO requests a nurse may maintain on the books at any one time. These guidelines must be in compliance with this Article; they are intended to supplement, but not replace, the provisions of this Agreement.

10.9 Payment of PTO.

10.9.1 PTO will be paid at the time of use at the nurse's straight-time hourly wage rate on the nurse's regularly scheduled shift and classification.

10.9.2 All accrued but unused PTO will be paid upon termination. A nurse may also cash out up to the full amount of PTO hours the nurse has accrued but not used during the calendar year, provided that the employee makes an irrevocable election during open enrollment in the preceding year. Such cashout will be paid at any time after the PTO to be cashed out has accrued for the nurse during the calendar year, as a one-time lump sum payment or as a per pay period amount, but in no event later than December 31 of that year. Except as otherwise provided in this Article, a nurse is not required to cash out accrued PTO and may allow it to accumulate for future use or payment upon termination.

10.10 Extended Illness Bank. An Extended Illness Bank will not accrue additional hours and is administered as follows:

10.10.1 Accumulated but unused hours in a nurse's Extended Illness Bank may be used after a continuous 2-working day waiting period (one day for per diem nurses) during which the nurse is absent from work due to an injury or illness. PTO must be used during this waiting period if available. The 2-working day waiting period shall be waived for nurses on a pregnancy or parental leave of absence. Extended Illness Bank hours must be requested on a Personnel Change Request.

10.10.2 After becoming eligible to use Extended Illness Bank hours, such hours may also be used to supplement any Workers' Compensation or disability insurance payments during a period of disability up to the nurse's regular hourly rate of pay.

10.10.3 Hours in the Extended Illness Bank cannot be converted to PTO hours and are not payable.

ARTICLE 11 – LEAVES OF ABSENCE

11.1 General Provisions. Upon completion of probation, a regular nurse may be granted a leave of absence without pay. All such requests must be presented in

writing to the appropriate supervisor as far in advance as possible. Each case will be reviewed and considered for approval by the Medical Center.

11.1.1 Non-accrual of service or benefits. The leave of absence protects the nurse's accrued service record; however, a nurse will not accrue benefits or build service time during an unpaid leave unless the leave is for less than four (4) weeks. For purposes of calculating a nurse's adjusted anniversary date as a result of having taken an unpaid leave of absence, an unpaid leave shall be considered only that portion of the leave of absence that is not compensated.

11.1.2 Use of PTO. A nurse will be required to take his or her accrued PTO during the leave, except where required by law.

a. Notwithstanding the foregoing, for absences greater than thirty (30) days, a nurse will be allowed to leave up to eighty (80) accrued hours remaining in his/her PTO bank. Such a nurse shall designate to the Medical Center, prior to the announcement of such absence, the date by which compensation for PTO is to be discontinued.

b. The number of hours of PTO used per week during the leave may not be less than the number of hours that the nurse was regularly scheduled to work.

11.1.3 Continuation of insurance benefits. Group insurance benefits for a nurse on a family or medical leave of absence may be continued for up to three (3) months following the last day of the month in which the nurse received compensation. A nurse shall not be eligible for continuation of insurance benefits during a leave of absence for more than three (3) months within any twelve (12) month period, except for a nurse performing light duty work as specified in Section 11.7 below, subject to the Continuation of Coverage self-pay provisions maintained by the Employer and patterned after COBRA. A nurse taking a personal leave of absence shall initially be responsible for self-payment for continued insurance benefits following the last day of the month in which the nurse received compensation, but shall be eligible following completion of the 12-month period for appropriate reimbursement for premium amounts paid, subject to the Continuation of Coverage self-pay provisions maintained by the Employer and patterned after COBRA and to the foregoing limitation in this paragraph.

11.2 Family and Medical Leave. Family, pregnancy and medical leaves of absence will be administered by the Medical Center consistent with applicable state and federal laws. Nurses in on-call positions shall receive Family Medical Leave benefits based on hours compensated.

11.3 Military Leave. A military leave of absence will be automatically approved upon the employee's receipt of military orders. Moreover, if a nurse is a member of the armed service reserve organization, a leave of absence of sufficient time may be granted to fulfill annual active duty requirements. A nurse is not required to use his or her PTO during the military leave. No length of service restrictions apply to this policy if the department head is notified at the time of employment or enlistment. Nurses returning from military leave will be treated in accordance with federal and state law.

11.3.1 Military family leave. To the extent required by applicable law, leaves of absence will be granted to spouses of members of the U.S. Armed Forces who have been notified of an impending call or order to active duty or who are on leave from deployment.

11.4 Personal/Educational Leave. A personal leave of absence may be granted for personal or educational reasons, including the pursuit of study toward an educational degree. A personal leave may be granted for up to one (1) year.

11.5 Crime Victims Leave. Leaves from employment for victims of sexual assault, domestic violence or stalking will be administered by the Medical Center consistent with applicable federal and state laws, including the Oregon Victims of Certain Crimes Leave Act (OVCCLA).

11.6 Return from Protected Leave. Except as specifically provided elsewhere in this article, nurses returning from a protected leave will be reassigned to their former position or an equivalent position. If the nurse is on a leave that is either not protected or has extended beyond the statutory period allowed for the protected leave, and the position has been filled by another nurse, the nurse may bid on any open position suitable to his/her qualifications and interests or, at the nurse's option, may be granted a per diem position in the nurse's previously held shift and unit. For purposes

of this provision, protected leave shall include leaves designated as FMLA or OFLA family or medical leave, military family leave, and OVCCCLA leave.

11.6.1 Qualification on right to reinstatement. Notwithstanding the foregoing, the Medical Center will not be required to reinstate a returning nurse to his/her former position even had he or she been employed during the leave, provided further that proper notification of layoff or reorganization was made to the nurse in his/her absence.

11.6.2 Extension. In the event that a nurse seeks extension of leave following an FMLA-designated or OFLA-designated leave and wishes to involve the Association in the discussion, the Medical Center and the Association will meet to discuss a potential leave extension.

11.6.3 Same pay and benefits. Upon return from a leave of absence, the nurse will receive the same step rate of pay, and accrue benefits at the same service level as prior to the leave of absence.

11.6.4 Worker's compensation. In the event of a leave of absence caused by an injury for which the nurse has received worker's compensation benefits, the nurse will be returned to his/her former position if the leave is for less than four (4) months. If such injury leave is for (4) months or more, and the nurse's previous position is not available, the first position suitable to his/her qualifications and interests will be offered.

The filling of such suitable and available positions shall proceed in accordance with the job bidding and posting process described in Article 13. Said process shall be modified, however, in the following respects. First, the process shall not continue beyond eight (8) weeks from the date the nurse is released to return to work and is offered the opportunity to apply for a suitable and available position. Second, the process shall not result in the elimination of all suitable and available positions for the injured worker. Accordingly, at the conclusion of the eight (8) week period, or such time when there is no application from a senior qualified nurse whose position would be suitable for the injured worker, whichever occurs sooner, the returning nurse shall be placed in a

remaining available and suitable position without regard to the bidding and posting process.

11.7 Absences With Pay.

11.7.1 Bereavement. After 90 days of employment, a nurse who has experienced a death of a significant person in the family life of the nurse will be granted up to thirty-six (36) scheduled hours with pay within fourteen (14) consecutive calendar days from notice of death. For purposes of this paragraph, a significant person in the family life of the nurse shall be defined as a grandparent, parent, spouse, sibling, child, grandchild, the step or in-law equivalent of parent, sibling or child, or a person who was an integral part of the employee's household. If the nurse is scheduled for less than 36 hours during the unanticipated absence, the employee will be granted bereavement leave for the total number of scheduled hours during that period. Per diem nurses may receive bereavement leave only when scheduled in advance to work and the bereavement leave conflicts with the scheduled work. All bereavement leave requests must be approved by the nurse's supervisor prior to the leave. Additional time for the leave will be granted in accordance with Oregon state law. PTO for such additional time must be used in accordance with Section 11.1.2. The supervisor has the right to require proof of death (i.e., a copy of the death certificate) from the nurse.

11.7.2 Jury duty. A nurse who is required to perform jury duty will be permitted the necessary time off to perform such service. The nurse will be paid the regular straight time rate of pay for the scheduled work days missed. The nurse must report for work if his/her jury service ends on any day in time to permit at least four (4) hours of work in the balance of the normal work day. A nurse on jury duty will be scheduled for day shift for the period of required jury service.

11.7.3 Court witness. Nurses who are subpoenaed or requested by the Medical Center to appear as a witness in a court case during their normal time off duty will be compensated for the time spent in connection with such an appearance in accordance with the applicable rate of pay. The court witness pay will be assigned to the Medical Center.

11.8 Light Duty. The Medical Center shall make a reasonable effort to accommodate light or modified duties for a nurse on Workers Compensation. A regular nurse on worker's compensation who is assigned light duty work shall continue to be eligible for accrual of PTO and accrual of seniority, and shall be eligible for continuation of retirement benefits and continuation of insurance benefits in accordance with the terms of the applicable benefit plan.

ARTICLE 12 – SENIORITY

12.1 Seniority. Seniority shall mean the length of continuous service with the Medical Center as a nurse (as defined in Article 3.1), combined with length of continuous service with Sacred Heart Home Care Services (Agency) as defined in the professional agreement between the Association and the Medical Center covering the home care agency unit. A nurse must be continuously employed with the Medical Center or PeaceHealth Oregon Region (PHOR) for the application of combined bargaining unit seniority.

12.2 Prior Service as LPN. A Licensed Practical Nurse employed by the Medical Center, who is employed as a nurse hereunder without a break in the Medical Center service, shall be entitled to seniority credit for one-half (1/2) of all hours paid while employed as a Licensed Practical Nurse, as calculated under Section 12.4, in addition to his/her seniority credit as a nurse hereunder.

12.3 Service Outside Bargaining Unit. A nurse who has accepted or accepts employment in a position outside the scope of this Agreement and outside the scope of the professional agreement between the Association and the Agency, and who is later employed by the Medical Center as a nurse in the bargaining unit without a break in Medical Center or PHOR service, will thereafter be credited with (1) his/her previously accrued seniority as a nurse (and accordingly will not be placed on probationary status), (2) his/her PTO accrual rate based upon total consecutive years of Medical Center or PHOR service, and (3) no less than his/her previously existing wage step (including credit for prior service within the pay step) as a nurse.

12.4 Length of Continuous Service. Length of continuous service with the Medical Center as a nurse shall be computed on the basis of hours paid since the most recent date of hire, except that:

12.4.1 The Medical Center shall prepare and furnish to the Association a seniority list within thirty (30) days of the close of the last pay periods in the months of November, February, May and August. Seniority shall be fixed upon issuance of each such list until the next seniority list is issued.

12.4.2 Nurses hired between seniority lists shall be deemed to have less seniority than all nurses on the most recent such list. The length of continuous service of such a nurse shall be based on his/her most recent date of hire (not hours) until they are placed on a seniority list, at which time their length of continuous service shall be computed on the basis of hours paid since the most recent date of hire.

12.5 Loss of Seniority. Length of service shall be broken by (1) layoff for lack of work which has continued for twelve (12) or more consecutive months; (2) leave of absence, other than a military or worker's compensation leave, which has continued for twelve (12) or more consecutive months; or (3) termination.

ARTICLE 13 – FILLING OF VACANCIES

13.1 Posting of Vacancies. The Medical Center will post a list of vacancies covered by this Agreement to be filled. The posting will show the unit, shift and numbers of hours per week of the vacancy. No vacancy shall be permanently filled unless it has been posted for a minimum of seven (7) calendar days. Moreover, if the posting of a position is discontinued, then that vacancy may not be filled until it is posted again for the minimum seven days.

13.2 Staff Nurse Vacancies. If the candidates under consideration for the posted position in a unit are from that same unit, the position will be awarded based on seniority. In all other cases, the most senior qualified nurse employed in the Medical Center and applying during the posting period will be given the first opportunity to fill the vacancy, subject to the exception in Section 13.2.1 below.

13.2.1 More qualified junior nurse. The most qualified junior nurse may instead be awarded the position if (1) such nurse is within 6,000 seniority hours of the most senior qualified nurse, (2) both candidates have been employed at the Medical Center for greater than one calendar year, and (3) the junior nurse is clearly more qualified for the position based upon (a) qualifications as evidenced

by documented certifications educational or workshop credits, or similar materials, and/or (b) demonstrated abilities as evidenced by documented satisfactory, exemplary or specialty service in a performance evaluation or other document(s). The Medical Center's choice of the more senior qualified nurse shall not be subject to challenge under the grievance procedure.

13.2.2 Nurses under written corrective action. A nurse who has received a written corrective action within the previous twelve (12) months may be denied a transfer to a position on a different nursing unit, unless the nurse has made satisfactory progress, as determined by the Medical Center, on an existing action plan. The Medical Center will, at least two (2) business days before denying any transfer under this section, notify the Association and the affected nurse in writing of its intent to deny the transfer and, upon request, meet with the Association and the nurse before taking this action.

13.2.3 Trial transfer period. A staff nurse who transfers from one unit to another shall be on a one-month trial period following orientation, as long as such trial period does not extend beyond two (2) months from date of transfer. If, during such trial period based upon performance, the Medical Center or the nurse determines that the nurse should not be continued in the new position, the nurse shall be returned to his/her former position (if available), with in-unit seniority restored, or to his/her original unit and shift as a per diem nurse.

13.3 Charge Nurse and House Coordinator Vacancies. Charge nurse and House Coordinator vacancies shall be filled on the basis of demonstrated skills and documented qualifications and experience of the nurses applying for the position. In the event that the demonstrated skills and documented qualifications and experience of the nurses applying for the position are substantially equal, the position will be awarded on the basis of seniority. The Medical Center shall make the choice, according to the above-stated standards, objectively applied, with input from a unit-based nursing service interview committee including staff-selected bargaining unit members. The nurses interviewed shall be given the opportunity to supply the committee with a brief written resume, summarizing the candidate's past experience, length of experience, reason for application and qualifications.

13.3.1 Trial period for charge nurses and house coordinators. The successful applicant shall receive a three (3) month trial period including orientation. If, during such trial period, the Medical Center or the nurse determines that the nurse should not be continued in the position, the nurse shall be reassigned to his/her former position if it is available or to the same shift and number of hours he/she held immediately prior to the trial period. If the preceding sentence results in reassignment to a unit different to that to which he/she was assigned immediately before his/her trial period, and the nurse within six (6) months after such reassignment applies for a vacancy in his/her former unit, the nurse shall be given such preference as he/she would have had if the vacancy had been posted on the date when the nurse was last assigned to such former unit. The foregoing language shall also apply if the Medical Center determines, under Article 6.1, at a time subsequent to the completion of the trial period, that a nurse should not continue in a charge nurse or house coordinator position.

13.4 In-Unit Seniority. A nurse will have “unit preference” if, as of the date of posting, the nurse has been continuously assigned to the unit where the vacancy exists for at least one year previous to and including such date. Nurse applicants who have unit preference on the unit where the vacancy exists will have their seniority multiplied by three (3), for the purpose of comparing their seniority with that of other qualified applicants. Nurse applicants who have returned from a leave of absence without pay, to a position other than on their former unit and who had unit preference when they began such leave, will be deemed to have unit preference as of the date of posting, if the vacancy occurs within six (6) months after beginning such leave and the nurse specifies on his/her application that such preference is being sought. Per diem nurses will be eligible to earn unit preference as follows: Per diem nurses entering per diem positions will be deemed to be in the unit, which may be the float pool, into which they are hired or transferred. The Medical Center will assure that all nurses covered by this Agreement are assigned a home unit for purposes of this article.

13.5 Date of Hire Consideration. Seniority of applicants who are ranked within 500 hours of each other on the seniority list shall be determined by the relative length of continuous service of such nurses since his/her most recent date of hire (not hours) as of the date of application.

13.6 Posting/Bidding Exceptions. No vacancy under this section will be deemed to have occurred when the Medical Center, in its discretion and with the consent of the nurse, decreases the scheduled hours per week of a nurse by no more than one shift.

Moreover, unless the Medical Center elects to use Section 13.2 or 13.3, no vacancy will be deemed to have occurred if the Medical Center, in its discretion, desires to increase the scheduled hours per week of a nurse by no more than one shift. Such hours will be posted in the unit involved for seven (7) calendar days. The qualified senior, part-time nurse applicant, whose primary job class is in the unit and on the shift where such hours will be scheduled, will be given the first opportunity for such hours.

13.7 Temporary Nurse Bidding. Any temporary nurse without seniority shall be treated as an outside applicant for purposes of job bidding.

13.8 Position Acceptance and Rescission. Nurses will have 48 hours from the time a position is verbally offered to accept, decline or rescind (if previously accepted) the offered position. An offer may be made electronically instead of verbally at the nurse's option and in accordance with the nurse's designation. Weekend and holiday hours are not included in this 48-hour response time.

If a nurse, without regard to whether or not the nurse has begun working in his or her new position schedule, rescinds acceptance of the position after the 48-hour timeframe has passed, such rescission shall be treated as a resignation. The nurse will not have the right to return to his or her previous position, except as specified in Section 13.2.3. When Section 13.2.3 is not applicable, to remain employed, the nurse must bid on his or her former position, if available, or on another open position.

13.9 Assumption of Duties of New Position. Once a vacancy has been filled, and unless an alternate transfer date is mutually agreed upon, (1) a nurse to be transferred within the same unit shall assume the duties of the new position no later than the end of the four (4) week cycle following the cycle in which acceptance occurs, and (2) a nurse to be transferred to another unit shall assume the duties of the new position no later than the end of the four (4) week cycle following the cycle in which acceptance occurs.

13.10 Eligibility to Apply for New Position. A nurse who has filled a regular position vacancy shall not be eligible to apply for a position in another unit for a minimum of nine (9) months following the conclusion of unit orientation, unless (1) the nurse is oriented to the nursing unit to which the nurse is applying, (2) the nurse, the Medical Center and the Association mutually agree to an earlier transfer application date based upon unsuccessful performance, or (3) the nurse has filled a regular position vacancy in the float pool unit, in which case the nurse shall not be eligible to apply for a position in another unit for a minimum of twelve (12) months, unless agreed otherwise between the nurse and the Medical Center.

13.11 Position Review. Per diem nurses shall not be utilized in lieu of posting a new regular position. At the request of the Association, the Medical Center and the Association will jointly review the staffing pattern and the utilization of per diem and other nurses in a unit and shift to determine whether additional regular positions/hours should be posted.

Part-time nurses who feel that their work schedule calls for a review of the assigned positions in a unit will have the right to request such a review. If the review process results in a determination that an increase in FTE within the unit is warranted, the additional hours will be posted as outlined in Section 13.6 for in-unit nurses.

13.12 Senior Nurse Mentor Positions. The Medical Center may, in its discretion, maintain senior nurse mentor positions based on the scheduling and skill-retention needs of individual units. To be eligible for such positions, nurses must be at least 50 years old and must have at least eight (8) years of recent bedside experience in the PeaceHealth Oregon Region. To be qualified for any such position, a nurse must have the demonstrated skills and experience necessary to perform the responsibilities of the position. Job duties shall focus on providing mentor services to less experienced nurses, with a corresponding relaxation of the physically demanding aspects of unit work. Positions may consist of shifts of less than eight (8) hours. The filling of these positions shall not be subject to the provisions of this Article. Nurses whose qualifications are substantially equivalent will be selected on the basis of seniority. For purposes of this Agreement, senior nurse mentors will maintain seniority in the unit in which they are most frequently assigned.

13.13 Positions for Recent Graduates. Notwithstanding the provisions of this Article, the Medical Center shall maintain the right to hire recent RN graduates and to post positions as recent RN graduate positions under the following parameters:

13.13.1 Unassigned positions. The Medical Center may hire recent RN graduates into unassigned positions to allow these nurses the maximum opportunity for learning and development. Nurses hired into such a position may remain in the position for a minimum of two (2) months, including new graduate orientation, and a maximum of twelve (12) months.

13.13.2 Bidding on open positions. During this 12-month period, such nurses shall have the opportunity, upon becoming qualified, to bid on open positions, including positions available for filling only by recent RN graduates. These positions shall only become available as vacancies occur.

13.13.3 Limits on recent RN graduate positions. A maximum of one (1) out of every five (5) vacancies that become available on a unit and shift during a fiscal year (excluding vacancies occurring as part of a workforce reorganization) may be posted as recent RN graduate positions. The Medical Center may employ a maximum of twenty (20) nurses in such positions per fiscal year.

13.13.4 List of positions. The Medical Center will, upon request, supply a list of recent graduate positions filled within the past six (6) months to the Association.

13.14 Restoration of Prior Standing upon Reinstatement. Any non-probationary, non-temporary nurse who terminates from employment in the Medical Center or Home Care Services (Agency) bargaining units and is rehired by the Medical Center to a position covered by this Agreement within a period of less than one year from the date of termination will (a) be returned to the nurse's same wage step and position within the wage step as prior to termination, (b) not be required to complete a new probationary period, (c) have his/her seniority restored, exclusively for purposes of this Article, and (d) continue receiving the same employer matching retirement contribution the nurse had been receiving prior to termination.

ARTICLE 14 – WORK FORCE REDUCTIONS, LOW CENSUS AND REORGANIZATIONS

14.1 Work Force Reduction. The Medical Center retains the right to determine whether a permanent or prolonged reduction in personnel is necessary, the timing of such reduction in personnel, the number of FTEs to be eliminated, and in which seniority pool(s) layoffs will be effected. The parties further agree:

14.1.1 Definitions. All employees on the same shift within the same nursing unit shall constitute a seniority pool. A layoff shall consist of a total elimination of a nurse's hours; it shall not consist of a reduction in the number of hours scheduled or worked, unless such reduction results in the loss of a benefited position (if not otherwise mutually agreed during a work force reorganization, Section 14.3). The Medical Center will assure that all nurses covered by this Agreement are assigned a home unit for purposes of this article.

14.1.2 Procedure. If the Medical Center determines that a permanent or prolonged reduction in personnel is necessary within one or more seniority pools, the following shall occur:

1. A determination by the Medical Center shall be made regarding the number of hours to be eliminated in each seniority pool.
2. The number of positions to be eliminated within each seniority pool shall be determined. The nurses who occupy those positions shall be identified by inverse house-wide seniority and shall be notified of the elimination of their positions.
3. The nurses identified and notified pursuant to paragraph 2 above shall choose, within fourteen (14) calendar days of receiving notice from the Medical Center of elimination of their position, and in order of house-wide seniority, one of the following options:
 - (a) to displace nurses within a group of the least senior nurses in any seniority pool within the affected nursing unit, provided the displaced nurses are less senior than said nurses,
 - (b) to displace nurses within a group of the least senior nurses house-wide,
 - (c) to fill an open position in the bargaining unit, or
 - (d) to choose the severance benefit as specified in Appendix D.

4. Nurses displaced pursuant to paragraph 3 above shall choose, within seven (7) calendar days of receiving notice of displacement, and in order of their house-wide seniority, one of the following options:
 - (a) to displace nurses within a group of the least senior nurses in any seniority pool within the affected nursing unit, provided the displaced nurses are less senior than said nurses,
 - (b) to displace nurses within a group of the least senior nurses house-wide,
 - (c) to fill an open position in the bargaining unit, or
 - (d) to choose the severance benefit as specified in Appendix D.
5. If the elimination of positions outlined herein results in unfilled hours in the affected unit, those hours, in the following order, (1) shall be offered in order of seniority to nurse(s) having experienced a reduction or elimination of position hours, (2) shall be offered to remaining nurses in the seniority pool on a seniority basis, and (3) may be posted as a new position.
6. Least senior displaced nurses who are not qualified for an open bargaining unit position (1) shall be on layoff status as of the date of displacement, or (2) may choose the severance benefit as specified in Appendix D.
7. All nurses must be qualified to perform the essential functions of the position they are to assume without training, excluding orientation.
8. Determination of the number of least senior nurses subject to displacement in the seniority pools referenced in paragraphs 3 and 4 above shall be in a manner (a) to allow displaced nurses to exercise their seniority rights to move to a position for which they are qualified in the available seniority pool and house-wide, and (b) to minimize the number of nurses subject to being displaced.

14.1.3 Notice. The Medical Center will also give the Association written notice of a reduction in force at least thirty (30) days prior to implementation. The Medical Center will meet with the Association, upon request, to discuss such

action, provided that the Association promptly responds so as to allow the Medical Center to implement such reduction in personnel within thirty (30) days of receipt of such written notice. Failure to act in such prompt manner shall constitute a full and unequivocal waiver of the Association's right to participate further in this process.

14.1.4 Performance of remaining work. The work remaining after a work force reduction shall be performed by currently employed nurses until the Medical Center determines that recall shall be initiated. Neither temporary nurses nor contracted nurses shall be utilized to perform bargaining unit work as long as nurses qualified for and interested in such work remain on layoff status. Nor shall per diem nurses be utilized to perform work on a regularly scheduled basis that could be performed by a nurse on layoff status who is qualified for and interested in being recalled for such work.

14.1.5 Recall. Nurses shall have reemployment rights in reverse order of layoff. When reemployment is offered by verbal or certified written notice to a nurse who has been laid off, the nurse will have 72 hours to accept or reject the position(s) offered. The Medical Center shall offer all open and available bargaining unit positions to the laid off nurse. If the nurse fails to respond within the 72 hours, or if the nurse rejects all positions for which he or she is qualified, the nurse forfeits all further right to recall, and employment with the Medical Center shall be terminated. It shall be the responsibility of the nurse who has been laid off to provide the Medical Center with the current telephone and/or address where he/she may be reached. Nurses outside the Medical Center shall not be employed for a vacancy in the bargaining unit if there is a nurse on the layoff list with the required experience and qualifications.

14.1.6 Shift preference. A nurse who accepts recall, or has been displaced, to a position on a shift other than the shift from which the nurse was laid off or displaced, shall retain preference over all other applicants to return to open positions on the nurse's original shift, until return to that shift. This preference, for which the Medical Center shall have no notification obligation, shall continue for a period of one year from the date of displacement or recall.

14.1.7 In-unit seniority. Laid off and displaced nurses shall be eligible to utilize in-unit seniority for job bidding for up to one calendar year from the effective date of their status change, if the nurse was eligible for such seniority at the time of layoff or displacement.

14.1.8 Benefits and seniority. Benefits and seniority shall not accumulate during the layoff period.

14.2 Low Census. In the event of low census days/hours, nurses shall be placed on low census in the unit and shift where the low census occurs in the following order: (1) "agency" traveler and temporary nurses (unless a bargaining unit nurse volunteers to be placed on low census ahead of such a nurse), (2) nurses working at a premium rate of pay, including sixth and consecutive day pay, (3) volunteers, (4) per diem nurses scheduled following the posting of the work schedule, (5) regular nurses who are working that shift in excess of their regularly scheduled hours, (6) per diem nurses scheduled on the posted work schedule, and (7) finally, by a system of equitable rotation among the remaining nurses, provided the remaining nurses shall be qualified and available to perform the available work. For purposes of this provision, equitable rotation shall be defined as a system that assures that individual nurses over a span of two (2) consecutive work cycles do not bear a burden of placement on low census disproportionate to their assigned FTE. The system of equitable rotation shall be established by consensus of the manager(s) of the nursing unit and a majority of the staff nurses on that unit. Nurses who are intermittently assigned to an area shall be deemed qualified to perform in those areas for purposes of low census staffing adjustment. Floating will not be counted as low census.

14.2.1 Float pool exception. Prior to the beginning of the scheduled shift, a qualified regular float pool nurse shall have the right to replace a per diem nurse on any unit, provided that the float pool nurse has the clinical experience allowing him or her to be utilized for an anticipated patient assignment on that unit at the time of the assignment. Upon the request of a float pool per diem nurse, the Medical Center will make a reasonable effort to provide an equitable distribution of work among per diem float pool nurses and the per diem nurses in a unit to which the float pool nurses are oriented. After the shift has started, float pool nurses shall be treated as their own separate unit for purposes of low census assignment. Float pool nurses shall have the option of orienting to

additional nursing units during a low census assignment until they have completed and maintained orientation to five (5) nursing units. When float pool nurses choose this option, the Medical Center will provide the requested orientation.

14.2.2 Placement on call during low census. Nurses who have been placed on low census in accordance with Section 14.2 may be placed on call by the Medical Center in accordance with Section 9.7 for the first half of their shift. Employees will not be required to remain on-call for the remainder of the shift unless they volunteer. If there are sufficient volunteers for call, then on-call will be assigned among volunteers in the order of nurses who have lost the most scheduled work. If there are insufficient volunteers, on-call will be assigned in the reverse order of nurses who have been placed on low census and will be paid at the Tier One rate. Except as otherwise specified in this Agreement, nurses will not be required to be on call more than forty-eight (48) hours in a four-week scheduled cycle.

14.2.3 Disproportionate share. If the Association believes that nurses on a unit and shift have taken a substantially disproportionate share of such involuntary days off during the period of the preceding posted time schedule, the Association may bring this to the attention of the Medical Center. Two Medical Center representatives will then meet with two nurses designated by the Association to review the involuntary days off data and, if such actual share is substantially disproportionate, to discuss means of avoiding continuance or recurrence of such disproportionate share.

14.2.4 Mandatory low census maximum. The Medical Center will limit assignment of mandatory low census to regular nurses to a maximum of twelve percent (12%) of a nurse's regularly scheduled hours over six (6) consecutive work cycles.

- a. Hours count toward the mandatory low census maximum ("Maximum") only when low census is assigned pursuant to clause 14.2 (7) above in the order of low census.

b. Low census hours will be considered voluntary and will not count toward the Maximum if a nurse declines an opportunity to work during the scheduled shift.

c. Hours shall not count toward the Maximum to the extent that the Medical Center offers the nurse who is assigned low census an opportunity, at least 48 hours in advance of such opportunity, to work additional hours on the same shift during the same work cycle.

d. In determining whether the Maximum is reached at any point during six consecutive cycles, all hours worked in excess of a nurse's assigned FTE will be deemed to offset the equivalent number of mandatory low census hours.

e. In the event that one or more nurses on a unit and shift approach the Maximum, the Medical Center may, notwithstanding clause 14.2 (7) above, assign low census to assure equitable distribution among all nurses on the unit and shift.

Only Mandatory Low Census hours will be counted in determining whether a nurse has exceeded the maximum low census hours. Nurses' maximum mandatory low census hours shall be calculated as follows for six consecutive cycles:

36 hr/week, .9 FTE nurses = $36 \times 24 \text{ weeks} \times .12 = 103.68 \text{ hours}$

32 hr/week, .8 FTE nurses = $32 \times 24 \text{ weeks} \times .12 = 92.16 \text{ hours}$

30 hr/week, .75 FTE nurses = $30 \times 24 \text{ weeks} \times .12 = 86.4 \text{ hours}$

28 hr/week, .7 FTE nurses = $28 \times 24 \text{ weeks} \times .12 = 80.64 \text{ hours}$

24 hr/week, .6 FTE nurses = $24 \times 24 \text{ weeks} \times .12 = 69.12 \text{ hours}$

20 hr/week, .5 FTE nurses = $20 \times 24 \text{ weeks} \times .12 = 57.6 \text{ hours}$

14.2.5 Protocol for addressing excess low census. The Medical Center will provide to the Association low census data for each nursing unit within fourteen (14) days after the end of each work cycle. If the Association desires to discuss with the Medical Center its concerns regarding excess low census on any unit, it will arrange for a meeting with the Medical Center to be held within fourteen (14) days after having received the end-of-cycle low census data. Excess low census is defined as a reduction of at least 10% of the core scheduled hours in a nursing unit over a span of two (2) consecutive cycles.

When they meet, representatives of the Medical Center and the Association shall consider actions to remedy the situation, including:

- allowing nurses to voluntarily reduce scheduled hours with continued benefit level and guaranteed return to scheduled hours for a specific number or cycles;
- allowing nurses to voluntarily be removed from the schedule for a specific period of time with continued benefit level and guaranteed return to scheduled hours without utilizing PTO;
- potential reorganization and/or implementation of layoffs as provided in this article.

The parties will strive to mutually agree upon appropriate remedial actions at such meeting or within fourteen (14) days thereafter.

a. All time that a nurse is prevented from working his/her scheduled hours because of low census will be included in calculating these percentages, regardless of whether the nurse uses PTO for any of the low census hours.

b. Furthermore, whenever a nurse's scheduled work hours are reduced by more than 25% in a given cycle because of low census, the Medical Center will seek to provide that nurse, upon written request from the nurse, any available work on the nurse's regular shift that the nurse is qualified and able to perform.

14.2.6 Low census data. Nurses will have the opportunity to view the low census system on their unit so that they can see their order in the low census rotation and alert their charge nurse of any potential errors in the calculation of their low census hours. The Medical Center will make available to nurses information regarding the designation of mandatory and voluntary low census hours each pay period, and nurses will alert the appropriate party of any errors in such designation.

14.3 Work Force Reorganization. The provisions of this section shall apply in the event of a work force reorganization that does not involve layoffs. A work force reorganization shall include staffing changes resulting from a merger or consolidation of two or more units, increases or decreases in FTE status among bargaining unit members, and changes of positions within a seniority pool.

14.3.1 Notice. Prior to implementing a work force reorganization, the Medical Center shall present the reorganization plan at a unit staff meeting with an invitation to the Association. The Medical Center shall subsequently provide the Association a detailed tentative reorganization plan at least sixty (60) days in advance of the scheduled implementation date.

14.3.2 Bargaining rights and obligations. The Medical Center shall, upon demand by the Association, bargain the impact of the work force reorganization. The parties' bargaining rights and obligations shall be as follows: The Medical Center shall agree to meet on a minimum of three (3) occasions during the allotted 60-day period. After notice of reorganization is provided, nurses in a unit designated for reorganization will not change status or hours within the unit until position selection is completed. During the reorganization the parties will address the potential need to extend the time parameters in Section 13.9. At the written request of either party, the negotiation timeline shall be extended not to exceed 30 days without mutual agreement. At the conclusion of the timeline, bargaining over the proposed reorganization plan shall be deemed to be at an impasse and the Medical Center shall have the right to implement the terms of its last proposal to the Association.

14.3.3 Limitations. The Medical Center shall provide notice of reorganization so that the Association is not required to bargain more than three (3) proposed reorganization plans, or more than one plan affecting four (4) or more nursing units, at any given time. The 60-day limitations and minimum number of meetings referenced in this section shall be extended to 90 days and a minimum of four (4) meetings in the event of a reorganization plan affecting four (4) or more nursing units, and to 120 days and a minimum of five (5) meetings in the event of a bargaining unit wide reorganization. These reorganization limitations may be altered by mutual agreement between the parties. Unresolved reorganization negotiations shall be suspended 30 days prior to the expected start date for renegotiations of this agreement and remain suspended until a new agreement is implemented.

14.3.4 FTE reductions. In the event a unit reorganization involves reductions in FTEs, the procedures outlined in Section 14.1.2 shall be followed.

14.3.5 FTE increases. In addition to the procedural obligations of this Section, the Medical Center agrees that it shall not, except as provided in Section 13.6, implement increases in bargaining unit members' FTE status without the Association's consent. The Association agrees to work collaboratively with the Medical Center in a sincere and cooperative attempt to reach consent in the event the Medical Center has proposed such increases, and to exercise a leadership role in this regard.

14.3.6 Evaluation. The Medical Center and Association shall agree to evaluate the effectiveness of the reorganization to identify additional changes that may need to be made, and evaluate whether the goals originally identified were met. This will occur within 60 to 120 days after the implementation of the reorganization.

ARTICLE 15 – HEALTH AND WELFARE

15.1 Health Insurance Benefit Program. All nurses in regular, established positions who are consistently scheduled for forty (40) or more hours per two-week period shall be eligible, as of the first day of the month following the first full month of employment, to participate in the health insurance benefit program offered by the Medical Center. Employees shall continue to be offered benefit options, in accordance with the terms of the program, with regard to medical, dental, vision, life, AD&D, long-term disability and short-term disability plans, and healthcare and dependent care spending accounts. Medical and dental coverage shall continue to be extended to legally domiciled adults as defined in the health insurance benefit program.

15.1.1 Premiums. The Medical Center shall contribute a dollar amount sufficient to cover the following portions of the total premium costs for the medical plans offered:

For nurses working at least 64 hours per pay period, the Medical Center will pay 93% of the cost of the PPO medical plan premiums for employee coverage and 77% of the cost of said premiums for dependent coverage.

For nurses working at least 40 hours but less than 64 hours per pay period, the Medical Center will pay 85% of the cost of the PPO medical plan premiums for employee coverage and 65% of the cost of said premiums for dependent coverage.

For nurses working at least 64 hours per pay period, the Medical Center will pay 100% of the cost of the ABHP medical plan premiums for employee coverage and 82% of the cost of said premiums for dependent coverage.

For nurses working at least 40 hours but less than 64 hours per pay period, the Medical Center will pay 90% of the cost of the ABHP medical plan premiums for employee coverage and 70% of the cost of said premiums for dependent coverage.

For nurses working at least 64 hours per pay period, the Medical Center will pay 66% of the cost of the dental plan for employee coverage and 62% of the cost of said premiums for dependent coverage.

For nurses working at least 40 hours but less than 64 hours per pay period, the Medical Center will pay 55% of the cost of the dental plan premiums for employee coverage and 45% of the cost of said premiums for dependent coverage.

The Medical Center shall provide additional life insurance coverage in the amount of \$100,000 for eligible nurses engaged in the performance of ground patient transport duties.

15.2 Benefit Maintenance and Changes. The Medical Center shall continue the current or a substantially equivalent level of aggregate benefits existing under the health insurance benefits program, including the level of premium contributions, for each of the insurance plans referenced in Section 15.1. In the alternative, in the event that the Medical Center does not maintain a substantially equivalent level of aggregate benefits under any of these insurance plans, as determined by an independent actuary retained by the Medical Center, the Medical Center shall notify the Association of the proposed changes and shall meet with the Association, upon request, to bargain over the proposed changes prior to their implementation. The provisions of Article 19 shall be waived for the duration of such bargaining. In no event shall bargaining unit nurses receive a level of benefits that is less than the level received by a majority of the Medical Center's non-bargaining unit employees.

15.2.1 Information requests. The Medical Center shall respond to all reasonable information requests from the Association regarding insurance plan premiums and plan design in a timely manner, and shall regularly provide plan utilization and actuarial data upon request. Requested information related to insurance changes shall be shared with the Association as soon as it is available and prior to the implementation of premiums during enrollment each insurance year.

15.2.2 Advance notification. The Medical Center shall forward to the Association plan changes and insurance amendments at least ninety (90) days prior to implementation, and rate changes at least sixty (60) days prior to implementation.

The Medical Center will provide notice of the time frame for open enrollment at least two (2) weeks prior to the commencement thereof, and will make available accurate information regarding covered benefits at the time of open enrollment.

15.2.3 Health care reform changes. Bargaining unit nurses will receive the same benefits resulting from federally legislated health care reform changes that other employees of the Medical Center receive.

15.3 Employee Health Services. At the beginning of employment and thereafter as determined by the Medical Center based on a TB assessment, the Medical Center shall arrange to provide tuberculin tests and x-rays, if necessary, at no cost to the nurse. Laboratory examinations when indicated because of exposure to communicable diseases while on duty shall be provided by the Medical Center at no cost to the nurse.

15.4 Communicable Diseases. When a nurse is required by the Medical Center to be absent from all work because of exposure to a serious communicable disease, which likely occurred while on duty as determined by Employee Health, the Medical Center will pay the nurse at the nurse's straight-time rate of pay for scheduled hours lost, for up to fourteen (14) days. This section will not be applicable when (a) the nurse is eligible for workers' compensation or other disability insurance benefits for

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which the Medical Center has made contributions, or (b) the nurse, after having received actual or constructive notice in writing of this provision, has refused the Medical Center's offer of timely vaccination in connection with such disease except for medical reasons. In the event of a potential epidemic, the Association and the Medical Center will meet to discuss guidelines for maintaining employee and patient safety and compensation for hours lost.

15.5 Retirement Plan. The Medical Center shall continue to offer all eligible nurses a retirement plan which offers a level of benefits substantially equivalent to the current plan and consists of a non-contributory Base Plan, matching contributions from the Medical Center, and a tax sheltered annuity plan.

15.6 Health and Safety. The Medical Center and the Association agree to comply with all state and federal regulations pertaining to the health and safety of employees in the workplace. The parties further agree to promote all practices necessary to assure safety in the workplace and to work collaboratively in developing additional policies and practices to that end.

15.7 Pharmacy Benefit for Retirees. At the time of ratification this plan will no longer be offered to new participants, however, nurses currently enrolled on the plan will be given the option to remain on the plan.

15.8 Medical Premium Assistance. The Medical Center will continue to offer a Medical Premium Assistance Program through the duration of this Agreement. Through this benefit, eligible Nurses may receive financial assistance to cover 100% of the cost of their Employer provided medical premiums.

Participation in this program is based on total household income and the Federal Poverty Level, as determined by the U.S. Department of Health and Human Services. Beginning January 1, 2017, employees whose household income is less than 250% of the Federal Poverty Level will be eligible to receive a health insurance plan at no premium cost to the employee for themselves and eligible dependent(s) upon approval of their application.

15.9 Employee Discount. The Medical Center will offer Nurses and their dependents covered under Employer medical plans the most favorable discount for services rendered at PeaceHealth facilities, providers and laboratories.

15.10 Enhanced Chronic Condition Program. Nurse enrolled in the Enhanced Chronic Condition Program are eligible to receive free preventive medications, including diabetic testing supplies. These chronic conditions covered under this program include: diabetes, COPD, asthma, congestive heart failure and coronary artery disease.

15.11 Insurance Expenses incurred at PeaceHealth Facilities. Nurses covered under PeaceHealth Health Insurance plans who have outstanding balances to PeaceHealth Facilities and/or providers will be offered a reasonable payment plan upon request. Nurses that comply with the payment plans will not be subject to further collections or garnishment.

ARTICLE 16 – PROFESSIONAL DEVELOPMENT

16.1 Performance Assessment. In order to promote professional development, each nurse will be assessed and counseled regarding competencies and goals by his/her immediate supervisor, or designee, on at least an annual basis. Assessment and goal setting is a collaborative process which may include self-assessment, goal setting, and/or peer review. The nurse will select those individuals who may participate in that nurse's peer review, and the contents of these peer reviews shall remain confidential. The nurse will be shown all final written assessment and goal statements and have the right to respond in writing to such documentation. Both the assessment and goal statements, and the response, will be placed in the nurse's personnel file. A copy of the assessment and goal statements will be furnished to the nurse.

16.1.1 The performance assessment is not intended to be a mechanism for disciplinary action, but may be referenced in future disciplinary actions. Employees who do not meet standards in specific areas will be expected to develop an action plan to bring their competencies up to standard. These action plans are to be mutually agreed upon between the individual nurse and his/her immediate supervisor or designee.

16.1.2 Nursing competency and skills checklists shall be reviewed and amended on each nursing unit, as appropriate, by the unit council registered nurse subcommittee.

16.2 Voluntary and Mandatory In-services, Trainings and Certifications.

Professional development is a shared responsibility. The Medical Center agrees to maintain a continuing education program for all nurses. Each nurse is encouraged to present suggestions for improving the program to his/her supervisor.

Nurses required to attend trainings and/or certifications as outlined in 16.2.2 and 16.2.3 in place of their regularly scheduled shift will, if specifically requested by the nurse, be allowed to return to work so that they will not suffer any loss in their regular work day unless 1) by mutual agreement the nurse and the Medical Center agree that the nurse will be on voluntary low census with or without utilizing the nurse's PTO for the remainder of the shift, or 2) the nurse's return to work for an abbreviated period of time would be disruptive of patient care in the Medical Center's judgement.

16.2.1 Voluntary In-services and Trainings. When it is not possible for a nurse to attend a voluntary in-service or training during his or her normal shift, the nurse may choose to attend and be compensated for that function held at an alternative time outside of his or her normal shift, provided that the nurse's attendance does not otherwise cause the nurse to receive a premium or overtime rate of pay.

16.2.2 Mandatory In-service and Trainings. In the event a nurse is required by the Medical Center to attend an in-service or training outside of his/her normal shift, time spent at such functions will be considered as time worked under this Agreement.

When reasonably possible, the Medical Center shall make mandatory trainings and in-services available to nurses on all shifts. In the event a nurse is required by the Medical Center to attend a mandatory training outside their normal shift, the nurse shall be compensated for the time spent at such a training at their applicable rate of pay, including applicable differential, and overtime, if appropriate, for hours worked.

16.2.3 Required Certifications. Certification required for the role such as but not limited to: BLS, ACLS, PALS, NRP, TNCC AND NIHSS will be compensated at the applicable rate of pay for all hours spent in the certification course. The Medical Center shall reimburse a nurse for the cost of obtaining any certifications required for their position.

16.2.4 Mandatory Meetings. A minimum of one (1) hour's pay at the nurse's Appendix A wage rate shall be paid for attendance at staff meetings and other such mandatory meetings, if the time spent at such functions is not continuous with the nurse's normal shift. Regular nursing unit meetings shall be scheduled by the Medical Center if a majority of the nurses in any unit vote in favor of this type of professional collaborative forum. The Medical Center shall have the discretion to determine whether a nursing unit meeting is required or voluntary, but a nurse will not be required to attend more than six (6) mandatory meetings per fiscal year. Attendance for an individual nurse will be excused in the event of illness, emergency or pre-approved PTO. Nurses are expected to avoid such an exceptional circumstance whenever possible. All reasonable efforts will be made to schedule mandatory meetings to coincide with unit start and stop times.

16.3 Educational Days and Expenses. An annual maximum of 1,300 educational days paid at straight-time rates shall be provided by the Medical Center for nurses who have been employed by the Medical Center for at least six (6) months, to attend non-mandatory educational programs on or off Medical Center premises. Further, effective upon ratification an annual maximum of \$205,000; effective July 1, 2017 \$215,000 and effective July 1, 2018 \$220,000 shall be provided by the Medical Center to assist participating nurses in meeting registration fees and related expenses in conjunction with attending such educational programs.

16.3.1 Allocation. The appropriate Medical Center official(s) shall determine and administer the allocation of funds and education days from this budget proportionally to the nursing units based on the number of full-time equivalent nurses per nursing unit, as of July 1 of each year, and shall report quarterly, if requested, to the Professional Nursing Care Committee regarding disbursements from the budget set forth above. As of April 1 of each year, all

funds and education days that have not been approved will be pooled from individual units and be made available to all bargaining unit nurses.

16.3.2 Criteria for use. Educational days and funds must be used for bona fide education related to the nurse's current position or likely nursing opportunities within the Medical Center, which will benefit both the Medical Center and the nurse. Educational offerings for basic core competencies required for the nurse's current position shall be excluded. The days and funds utilized for non-mandatory in-house educational offerings shall be limited to formalized public class or workshop offerings typically associated with CEU credits or nursing practice enhancement, unless otherwise approved by the Professional Nursing Care Committee. The funds may also be utilized for reimbursement to a nurse for the cost of a certification or re-certification examination upon the nurse's successful completion of the examination. The PNCC shall determine compliance with these fund criteria. The Medical Center may require nurses to make oral and/or written presentations regarding their educational experience to other Medical Center staff.

16.3.3 Hours compensated. A nurse granted an education day on the nurse's regularly scheduled day of work shall be compensated for all hours that the nurse would otherwise have worked. An evening or night shift nurse who is taken off the schedule the evening or night shift before the education day shall be compensated for all regular hours the nurse would otherwise have worked on that shift. A nurse granted an education day on the nurse's regularly scheduled day off shall be compensated eight (8) hours at the nurse's regular rate of pay.

16.3.4 Procedure and unit guidelines. Requests for educational days should be made no later than two (2) weeks prior to the posting of the schedule covering the period in which the days are sought. The Medical Center will respond as soon as possible, but no later than the posting of such schedule. If nurses are concerned about registration or refund deadlines, they shall make such concerns known, with supporting documentation, at the time of the request for educational days. Approval of educational day requests shall be subject to staffing needs on the date(s) requested and shall not be unreasonably denied.

Such staffing needs shall be defined to include the minimum numbers of nurses

allowed off as specified in Appendix B. When the full number of educational day requests cannot be approved, preference will be given to the earliest received request(s). A nurse's education day request shall not be granted if the same day has previously been granted as PTO.

The provisions of this paragraph may be varied or supplemented by agreement between a majority of the nurses on a nursing unit and the manager(s) of that unit. Such agreement will be in the form of nursing unit guidelines, copies of which will be kept on the unit and in Nursing Administration, and will be sent to the Association. The Professional Nursing Care Committee shall determine guidelines for pooled funds and days.

16.3.5 Per diem application. A per diem nurse shall be eligible for educational days and expenses if the nurse, consistent with Section 3.6, has met the availability requirements during the Designated Period immediately preceding the date of application and during the Designated Period in which the application is made. This restriction shall not apply if the per diem nurse was not in a per diem status for the full Designated Period prior to the educational offering. This requirement may not be amended by unit guidelines.

16.3.6 Disclaimer of liability. The Medical Center assumes no liability whatsoever for any nurse while traveling to or from or attending any non-Medical Center related outside activity, off the premises of the Medical Center, to the extent allowable by law.

16.4 Tuition Reimbursement. In addition to the funds available under Section 16.3 herein, the Medical Center shall provide an annual maximum of \$75,000 to assist regular nurses in meeting the cost of tuition, books and associated expenses for classes that are part of a program to obtain a BSN or MSN. To qualify for reimbursement, the nurse must complete the class or program with at least a grade of B. The Professional Nursing Care Committee shall be responsible for developing and periodically revising the criteria and parameters pertaining to access and distribution of these funds.

16.5 Education Employment Obligation. The Medical Center reserves the right to require that each nurse attending an educational program, including formally

organized in-house training programs (excluding orientation), for ten (10) or more working days at Medical Center expense sign a contract guaranteeing his/her continuing employment in the same nursing unit of the Medical Center for at least one (1) year following attendance, or that he/she shall reimburse the Medical Center, including authorization for payroll deduction, for payments in relation to such program on a prorated basis if a voluntary termination or transfer should occur within that time period. A nurse may be allowed to transfer positions without penalty if the Medical Center, the Association and the nurse mutually agree to an earlier transfer application based upon (1) similarity of units or (2) unsuccessful performance within the nurse's unit or training program.

16.6 Extended Training Programs. The Medical Center may periodically sponsor training programs that require extensive class work, internship and orientation, including but not limited to the ICU, OR, Behavioral Health and OB nursing units.

16.6.1 Selection. The qualified senior nurse applicant shall be given the first opportunity to fill the vacancy. However, the Medical Center may give such opportunity to a junior qualified nurse applicant based on such criteria as the applicant objectively having more total years of nursing experience, years of experience in the area for which the training is being offered, and/or demonstrated motivation, education, skills or ability. The Medical Center will develop a selection tool that incorporates the appropriate selection criteria for evaluating applicants for extended training positions. The Association shall receive a copy of the selection tool upon completion. The applicable posting shall indicate that an extended training opportunity is available.

16.6.2 Trial transfer. A nurse who is selected for training shall be on a trial period for as long as such training and orientation to the new position continues in effect. If, during such trial period based upon clinical performance, the Medical Center or the nurse determines that the nurse should not continue to be trained or oriented for such position, the nurse shall be returned to his/her former position (if available) with in-unit seniority restored, or to his/her original unit and shift as a per diem nurse.

16.6.3 Shift and unit preference. A nurse who is unsuccessful during the trial period shall also retain preference over all other applicants to return to open

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positions on the nurse's original shift and retain in-unit seniority in the nurse's previous nursing unit for a one-year period. This preference shall begin as of the date the nurse leaves the program or orientation within the time parameters specified above, and shall end as soon as the nurse accepts a position in his or her unit and shift. During this time, the nurse may separately exercise one shift bid and one unit preferential bid. If returned to his or her unit within this period, the nurse's in-unit seniority shall be restored.

16.6.4 Position bidding. Upon completion of the extended training program, the nurse must bid for available posted positions for which the nurse is then qualified. Posted qualification for such specialized positions may waive specific experience requirements for graduates of the training program.

16.6.5 Reimbursement obligation. The Medical Center may require a nurse to agree, at or before the commencement of such training, to reimburse the Medical Center for costs associated with the training, up to a maximum of \$5,000, in the event that the nurse upon substantial completion of the program declines to accept an available position for which the nurse has been trained or to remain in the position for a maximum of two years. This amount shall diminish proportionately over the two year period. This obligation shall no longer apply if the nurse is unable to continue serving in the position for the required period due to circumstances beyond the nurse's control.

ARTICLE 17 – PROFESSIONAL NURSING CARE COMMITTEE

17.1 Recognition. Professional Nursing Care Committee shall be established at the Medical Center. Its objectives shall include:

- a. Coordinating constructive and collaborative approaches with the Medical Center to problem solving regarding professional issues.
- b. Considering the improvement of patient care.
- c. Considering issues related to the practice of nursing.
- d. Working to improve patient care and nursing practice.
- e. Recommending to the Medical Center ways and means to improve patient care.

17.2 Responsibility. The Medical Center recognizes the responsibility of the Committee to make written recommendations to the chief nurse executive regarding objective measures to improve patient care and to advise and assist the Medical Center regarding guidelines and priorities for expenditures from the professional development funds specified in Article 16.3. The recommendations will be duly considered. A written response will be made to the Committee within ten (10) working days or a mutually acceptable period of time. The Medical Center will thereafter give due consideration to the recommendation and will advise the Committee of action taken.

17.3 Composition. The Professional Nursing Care Committee shall be composed of up to ten (10) registered nurses employed at the Medical Center and covered by this Agreement. The Committee Members shall be elected annually by the registered nurse staff covered by this Agreement at the Medical Center and shall serve staggered two-year terms to insure continuity. Vacancies on the Committee may be filled by appointment at the discretion of the Association. The Committee shall annually elect one person from within the Committee to serve as chairperson. When practical, at least one representative covered by this Agreement should be selected from each of the following clinical disciplines: Operating Room, Critical Care, Medical, Surgical, Obstetrical, Mental Health, and Emergency Room.

17.4 Committee Meetings. The Committee shall, with the chief nurse executive's coordination of time and place, schedule monthly meetings periodically, as deemed appropriate by its members. The Committee shall be entitled to a total maximum of thirty (30) hours each month, payable at each nurse's regular straight time rate of pay, for the purpose of conducting Committee business. In addition, a representative from the Committee shall be compensated at his/her regular straight time rate of pay for the purpose of attending meetings of the Nursing Executive Committee and other special projects to which the Medical Center mutually agrees. Committee meetings shall be scheduled on a regular basis, and the Medical Center will make every reasonable effort to release Committee members from duty when necessary so that they may attend scheduled meetings. The Committee shall prepare an agenda and keep minutes of all meetings, copies of which shall be provided to the chief nurse executive and the Oregon Nurses Association.

17.5 Agenda. Appropriate agenda items may be submitted for consideration to the chairperson of the Committee from members of the nursing staff, nursing administration and the Medical Center administration. Items involving the interpretation of this professional Agreement will be excluded from discussion by this Committee unless a mutually agreed special project necessitates such discussion.

17.6 Committee Liaison. The chairperson of the Professional Nursing Care Committee or designee may attend meetings of the Nurse Executive Committee or its successor.

17.7 Committee Invitations. The Committee may from time to time invite the chief nurse executive or his/her designee to its meetings at mutually agreeable times for the purpose of exchanging information and/or to provide them with recommendations on pertinent subjects. The chief nurse executive or his/her designee shall meet quarterly with the Committee to discuss staffing. The chief nurse executive or his/her designee may bring to Committee meetings such other individuals, including department heads, whose participation may help to enhance the parties' dialogue and/or to further their collaborative alliance.

17.8 Staffing. The Medical Center further recognizes the responsibility of the Committee to consider staffing issues, and to facilitate communications between bargaining unit members and management regarding staffing issues that arise. Moreover, in the mutual interest of resolving such issues internally whenever possible, the Committee shall meet with the chief nurse executive regarding any issue involving unsafe staffing or patient care that they are considering taking to an outside agency. In addition, the PNCC will notify the chief nurse executive in writing prior to contacting such agency.

Nurses are encouraged and expected to notify their manager, house supervisor/house coordinator or charge nurse/facilitator of staffing issues as close as possible in time proximity to the event(s) giving rise to the staffing concern and if practical prior to submitting an ONA Staffing Request and Documentation Form (SRDF). If notice is provided to the charge nurse or facilitator, then the charge nurse/facilitator is expected to notify the manager or house supervisor/house coordinator of the staffing issue without delay. The Medical Center will assure that documentation of staffing

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deficiencies and requests are not discouraged. Retaliation or intimidation of an individual nurse who submits documentation of staffing deficiencies is inappropriate and shall not be tolerated. A nurse who fills out such a report shall submit it to his/her immediate supervisor with a copy to the Committee for concurrent review. A member of nursing administration, upon the Committee's request, will attend the Committee's next scheduled meeting to review with the committee any such reports received within the past month. The appropriate nursing administrator or designee shall respond within one month in writing to each nurse submitting such a report and will send a copy to the PNCC chair, and Staffing Committee.

ARTICLE 18 – NURSING CARE DELIVERY

18.1 Legal Authority. The Medical Center recognizes the legal and ethical obligations inherent in the nurse/patient relationship and the accountability and authority of the registered nurse in his or her individual practice.

18.2 Nursing Assessment. Only the registered nurse coordinates a patient's total nursing care needs, including assessment, diagnosis, planning, intervention and evaluation.

18.3 Delegation. A registered nurse will not be required or directed to assign or delegate nursing activities to other personnel in a manner inconsistent with the Oregon Nurse Practice Act.

18.4 Staffing System. The Medical Center and registered nurses will act in compliance with the Oregon Hospital Nurse Staffing Law; ORS 441.151 to 441.177 and ORS 441.179 to 441.186.. The Medical Center Nurse Staffing Committee shall be responsible for the development and implementation of a written Medical Center-wide staffing plan for nursing services. The staffing plan shall be developed, monitored, evaluated and modified by the Staffing Committee consistent with ORS 441.155, all changes in structure proposed by the Medical Center that (1) support the staffing plan, (2) affect direct patient care on the individual units and (3) have an impact on multiple units, (4) or change the unit direct patient care staffing matrix will be discussed and reviewed by the Staffing Committee prior to implementation. The parties agree to convene within 120 days upon ratification a staffing subcommittee consisting of 3 nurse managers and 3 staff nurses to review and develop the direct patient care staffing

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matrices. These matrices will be submitted to the staffing committee for approval. The subcommittee may engage an outside RN staffing expert to assist as mutually agreed upon for limited duration if needed.

18.4.1 Staffing plan. Pursuant to ORS 441.155; the staffing plan shall:

(a) Must be based on the specialized qualifications and competencies of the nursing staff and provide for the skill mix and level of competency necessary to ensure that the hospital is staffed to meet the health care needs of patients;

(b) Must be based on a measurement of hospital unit activity that quantifies the rate of admissions, discharges and transfers for each hospital unit and the time required for a direct care registered nurse belonging to a hospital unit to complete admissions, discharges and transfers for that hospital unit;

(c) Must be based on total diagnoses for each hospital unit and the nursing staff required to manage that set of diagnoses;

(d) Must be consistent with nationally recognized evidence-based standards and guidelines established by professional nursing specialty organizations;

(e) Must recognize differences in patient acuity;

(f) Must establish minimum numbers of nursing staff, including licensed practical nurses and certified nursing assistants, required on specified shifts, provided that at least one registered nurse and one other nursing staff member is on duty in a unit when a patient is present;

(g) Must include a formal process for evaluating and initiating limitations on admission or diversion of patients to another hospital when, in the judgment of a direct care registered nurse or a nurse manager, there is an inability to meet patient care needs or a risk of harm to patients;

(h) Must consider tasks not related to providing direct care, including meal breaks and rest breaks; and

(i) May not base nursing staff requirements solely on external benchmarking data.

18.4.2 Quality assurance. The Medical Center Nurse Staffing Committee shall evaluate and monitor the staffing plan for effectiveness and revise the staffing plan as necessary as part of the Nurse Staffing Committee's quality assurance process on an annual basis. The Medical Center Nurse Staffing Committee shall maintain written documentation of these quality assurance activities. Unit-based councils will, consistent with the provisions for Section 18.7,

be responsible for reviewing and either amending or re-approving the staffing plan for their unit prior to submission for approval to the staffing committee. Nurse representatives from the Staffing Committee shall attend Unit Based Council meetings for the units they represent on a quarterly basis in order to assist with plan development and evaluation. These Staffing Committee representatives shall be paid for the time in attendance at such meetings.

The plan will be established by a consensus of the manager and a majority of the nurses on the unit based council. If no consensus is reached, the Unit Council and nurse manager shall bring the disputed plan(s) to the Staffing Committee for resolution.

If consensus is reached in the council, the plan shall be put forward to the staff nurses on the unit for a vote conducted by the ONA unit representative or designee. The UBC will make available for review to all nurses, including charge nurses and the nurse manager, proposed changes to the plan before bringing them to the Staffing Committee for approval. The plan will be established by the majority vote of the unit nurses. If the plan is not approved by a majority of the staff nurses on the unit, it will be returned to the UBC to revise based on feedback from the staff and then resubmitted to the unit for vote. Plans that are voted down twice will result in the designation of the unit as a "hot spot."

The plan should be evaluated utilizing evidence based criteria, including nursing sensitive quality indicators collected by the Medical Center and provided to the unit-based councils and the Staffing Committee. Any unit without an active unit-based council will work with the co-chairs of the Staffing Committee for assistance.

18.4.2.1 Unit council Chairs and Staffing Committee representatives shall receive annual training on best practices for staffing plan development, implementation and evaluation methods as well as the methodology used to calculate the Productivity Index and staffing matrices. This training will be developed and delivered jointly by the Medical Center and the Association. Time spent in training will be paid time.

18.4.3 On-call nurses or agencies. The Medical Center shall maintain and post a list of on-call nursing staff or staffing agencies to provide replacement for nursing staff in the event of vacancies. The list of on-call nurses or agencies must be sufficient to provide replacement staff. The Medical Center will make reasonable efforts to contact all of the on-call nursing staff or staffing agencies on the list. The Medical Center will maintain a method for sending blast text messages to nurses who have agreed in writing to share their cell phone numbers so that they may be notified of scheduling needs for specific units and shifts.

18.4.4 Changes in governing statute. In the event that the provisions of the Oregon Hospital Nurse Staffing Law ORS 441.151 to 441.177 and ORS 441.179 to 441.186 are changed, the provisions of this Article 18 will be deemed modified in accordance with such changes.

18.5 Evaluation of Staffing Method. The Medical Center agrees to confer with the Association regarding the use of patient outcome and quality indicators and to review its staffing methodologies on an annual basis with the Association. Patient outcome indicators, including but not limited to current American Nurses Association quality indicators (NDNQI), and ONA Staffing Request and Documentation Form data, will be utilized as part of the evaluation of the adequacy of the staffing system.

18.6 Staffing Committee. To the extent possible, the Nurse Staffing Committee shall (1) include equal numbers of Medical Center nurse managers and direct care registered nurses, (2) include at least one direct care registered nurse from each Medical Center nurse specialty or unit, as defined by the Medical Center, to be selected by direct care registered nurses from the particular specialty or unit, and (3) have as its primary goal to ensure that the Medical Center is staffed to meet the healthcare needs of patients pursuant to ORS 441.154 Oregon Hospital Nurse Staffing Law. The committee shall consist of a minimum of ten (10) nurse managers and ten (10) direct care registered nurses from designated specialties or units, with a minimum quorum as established by the Nurse Staffing Committee policy and Charter. Only equal numbers of hospital nurse managers and direct care nursing staff may vote. If the Medical Center wishes to change these arrangements, it shall first review the matter with the Association and the committee.

18.6.1 Committee work. The committee shall meet a minimum of six (6) times per year. Time spent in the committee and preparation work as agreed upon by the committee shall be paid at the nurse's straight time rate of pay.

18.6.2 Ad hoc subcommittees. An ad hoc subcommittee of the Staffing Committee will be established as needed for addressing areas with staffing issues identified as needing immediate attention (also known as "hot spots"). These hot spots will be identified through the current process established by the Staffing Committee and the PNCC. A subcommittee will pull in ad hoc members as resources to address specific issues at the local unit level. It is expected that a subcommittee will develop, in conjunction with the nursing unit personnel, evidence-based interim solutions to identified "hot spots" within 90 days of the beginning of the assessment process for the particular area. A subcommittee will report to the Staffing Committee regarding its activities on a regular basis. The work of a subcommittee will not supplant the work to be performed by the Staffing Committee as described in Article 18.4. No interim solutions developed by a subcommittee will serve as precedent for any component of the staffing plan developed by the Staffing Committee.

18.7 Unit-Based Practice Councils. Each nursing unit will develop an interdisciplinary practice council, also referred to as a unit-based council. Such a council will be responsible for making recommendations and accomplishing tasks related to unit goals and policies related to interdisciplinary patient care (including operational, clinical, standardization, staffing and scheduling, budgetary, risk management, patient safety, employee safety, quality improvement and peer review issues). A standing or ad hoc subcommittee or task force consisting of nurses only shall be established to deal with issues specific to the practice of nursing or contractual unit guidelines (e.g., PTO, on-call, education), including the review and amendment of nursing competency and skill checklists on nursing units. Any ad hoc or standing committee dealing with contractual issues shall include the unit's ONA Unit Representative or ONA designee and be reflected in the minutes. All recommendations made by such committees must be in compliance with the current contract, with applicable legal requirements, and with Medical Center policy and procedure.

18.7.1 Member selection. Nurse members on each council will be accepted on a voluntary basis. If the number of nurse volunteers exceeds the

number of nurse vacancies, as determined by the council, then nurse members will be determined by majority vote among unit nurses. This vote shall be conducted by an ONA Unit Representative or designee. Councils are encouraged to include representatives from all areas of nursing practice for the unit and from all shifts. If an ONA Unit Representative is not voted onto the Council they shall hold an ad hoc seat on the Council.

18.7.2 Chairperson selection. Committee members shall, by consensus, select a staff nurse to serve as chair of any such committee. It is expected that the chair of any such committee shall serve for a term of 12 months. Upon request by the chairperson, assistance (including a co-chair role if desired) will be made available by the unit manager to the selected chair in his or her role.

18.7.3 Agenda and minutes. Committee and subcommittee agendas shall be set with input from the group participants. Meeting minutes shall, to the extent allowed by Medical Center risk management guidelines, be made available to all unit nurses, the PNCC and the Association.

18.7.4 Issue resolution. Decisions and recommendations shall be by consensus, or as otherwise specified by this Agreement. Only unit based council members may vote on recommendations to the unit. The Council recommendations will be put forward as a vote to all nurses on the unit. The vote shall be conducted by the ONA Unit Representative or designee and shall be determined by a simple majority. Nursing issues that cannot be satisfactorily resolved at the unit based council level may be forwarded to the appropriate Medical Center committee (e.g., staffing, nursing practice, safety, nursing council), PNCC and/or the Association negotiating committee for processing. All such referrals shall be reflected in the minutes. If forwarded to the PNCC and/or the negotiating committee they will review all such issues of concern and determine if further action is warranted.

ARTICLE 19 – NO STRIKE, NO LOCKOUT

19.1 In view of the importance of the operation of the Medical Center facilities in the community, the Medical Center and the Association agree that, during the term of this Agreement, (a) there will be no lockouts by the Medical Center, and (b) neither the ONA/SHMC COLLECTIVE BARGAINING AGREEMENT 2016-2019

nurses nor their agents or other representatives shall authorize, assist or participate in any strike, including any sympathy strike, picketing, walkout, slowdown, or any other interruption of work by bargaining unit nurses, including any refusal to cross any other labor organization's picket line. This provision shall not be interpreted to prohibit nurses from voicing conscientious quality of patient care concerns in any manner other than as specifically set forth above.

ARTICLE 20 – GENERAL PROVISIONS

20.1 Sale, Merger or Transfer. In the event the Medical Center merges, is sold, leased, or otherwise transferred to be operated by another person or firm, the Medical Center shall have an affirmative duty to call this Agreement to the attention of such firm or individual and, if such notice is so given, the Medical Center shall have no further obligation hereunder. The Medical Center will also provide notice to the Association of any such sale, lease or transfer at least ninety (90) days prior to the closing date.

20.2 Superseding Document. This Agreement constitutes the entire Agreement and understandings arrived at by the parties after negotiations and replaces all previous agreements, written or oral.

20.3 Bargaining During Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the parties' consideration, and that all written agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties hereto, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, excluding the parties' legal obligation to bargain the alteration of existing terms or working conditions of employment. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

20.4 Non-Reduction of Benefits/Past Practices. The signing of this Agreement shall not result in a reduction of benefits or terms and conditions of employment that are currently in effect and are not expressly covered herein, provided

that such benefit or working condition is well established at the Medical Center. In addition, past customs or practices shall not be binding on the parties unless they are well established. Well established practices which affect the terms and conditions of employment of the bargaining unit shall not be unilaterally reduced or discontinued by the Medical Center without first bargaining with the Association. For purposes of this paragraph, "well established" shall mean that the benefit or working condition is unequivocal and readily ascertainable as an established practice accepted by both the Association and the Medical Center over a reasonable period of time.

20.5 Safety Committee. The Medical Center will appoint two (2) nurses to the Medical Center's Safety Committee, or any committee designed by the Medical Center as the successor to such Committee, from a list provided by the Association of five or more nurses employed by the Medical Center. Such appointment shall be made within thirty (30) days of the Medical Center's receipt of the list. The nurse's time spent at Committee meetings will be compensated at the nurse's straight time rate of pay, and the nurse will be released from duty as necessary to attend such meetings.

20.6 Parking and Transportation. Parking access, fees and other rules for nurses shall be in accordance with the Employer's Employee Transportation policy. The Medical Center will notify the Association and provide the Association an opportunity to bargain regarding any substantive changes in the policy. Nurses will be charged no greater rates for parking on or in the Employer's parking facilities than rates charged to other employees. The Medical Center will continue to pay for the cost of nurses' Lane Transit District bus passes that are utilized for travel to and from work, which the parties encourage nurses to use instead of driving to work. The Medical Center shall assure that reasonable security precautions are in place for nurses (and their parked vehicles) who utilize the Employer's parking facilities.

20.7 Labor Management Committee. A committee consisting of Medical Center representatives and bargaining unit representatives shall meet monthly, not to exceed two hours unless extended by mutual agreement with the intent of proactively resolving contract and other workplace issues. For the duration of this Agreement, mutually agreed periods of time in Committee meetings will be dedicated to a discussion of subjects related to the impact of health care reform on the delivery of patient care at the Medical Center, including enhancement of the patient experience

and reductions in cost. These meetings shall be utilized to clarify contract interpretations, address workplace issues as they arise, and reach new supplemental agreements when necessary. Time spent by bargaining unit members of the Committee attending such meetings shall be compensated at the nurse's regular rate of pay. The Medical Center will seek in good faith to allow nurses the necessary time off for participation in committee meetings, subject to the operational requirements of the Medical Center. Nurses shall not suffer a loss of scheduled hours due to their participation in committee meetings, provided they are willing to work the make-up hours (at the regular rate of pay) necessary to reach their scheduled status.

20.8 Labor Management Health Benefits Committee. The Medical Center and the Union, recognize the importance of undertaking joint efforts to ensure that employees have access to cost effective, quality health care and other insurance coverage. Both the Medical Center and the Union share a mutual interest in researching best practices in cost containment features and benefits that ensure quality but also address increasing costs.

To address these issues, the parties will maintain a Labor Management Health Benefits Committee. The Association and Medical Center will each appoint up to four representatives to the committee. The Committee shall be advisory and shall meet quarterly and more often as mutually agreed. All employee representatives on the committee will be paid for time attending meetings. The parties agree to engage in a fully transparent process of information sharing that will lead to stronger engagement and overall success.

This committee will concentrate efforts to research, review and adopt incentive-based programs to:

1. Maximize prevention benefits
2. Incentivize healthy behaviors and wellness programs
3. Remove barriers to chronic disease management such as lower or free pharmaceutical costs and free office visits.
4. Encourage use of high value benefits and discourage benefits of low value but high costs such as high end imaging.
5. Educate and incentivize on the use of generic drugs.
6. Develop a plan to educate and assist Employees on the various financial assistance programs available including those offered by PeaceHealth.

If the committee produces mutually agreed upon recommendations for incentive-based wellness programs, the Medical Center and the Union shall convene a meeting to review the recommendations for potential adoption. The parties' discussion at such meeting shall not constitute formal bargaining.

The committee may include representatives from the Service Employees International Union Local 49. In addition the committee will meet twice annually with a PeaceHealth system benefit representative to review trends, data and discuss suggestions.

20.9 Continuous Improvement Processes. Nurses will be invited to participate in continuous improvement processes addressing patient care. There will be meaningful inclusion of nurses in these discussions and processes. Nurses' participation will be in numbers sufficiently meaningful to represent their perspective. All time spent by bargaining unit members participating in these processes will constitute working time and will be compensated accordingly. The Medical Center will seek in good faith to allow nurses the necessary time off for such participation, subject to the operational requirements of the Medical Center. Nurses shall not suffer a loss of scheduled hours due to their participation in these processes, provided they are willing to work the make-up hours (at the regular rate of pay) necessary to reach their scheduled status.

20.10 Separability. In the event that any provision of this Agreement shall at any time be declared invalid by any court or government agency of competent jurisdiction, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. All provisions contained in this Agreement are subject to government review and approval under applicable economic controls, laws and regulations.

20.11 Introductory Meeting for Managers. The Medical Center and the Association will schedule a meeting for nurse managers, directors, and chief nursing officers who are new to their leadership role to meet with the Association and Human Resources Director within 90 days of hire. The Association and Medical Center will agree to the content of such meeting within 60 days of ratification and annually

thereafter. The purpose of the meeting is provide information as to the Agreement, the role of the Association and ways to collaborate and build relationships.

20.12 Agreement Training. The Medical Center and the Association will collaborate to develop and conduct training for nurses and leaders regarding the Agreement and changes annually or more frequently as needed. The training will be jointly conducted and provided within 90 days of ratification of a new agreement. The Medical Center will coordinate scheduling to accommodate access for all shifts and locations. All nurses who attend the training will be paid at their straight-time hourly rate.

ARTICLE 21 – DURATION AND TERMINATION

21.1 Duration. This Agreement shall be effective the first full payroll period following its ratification by the nurses, except as otherwise specifically provided for herein, up to and including March 15, 2019, and from year to year thereafter if no notice is served as hereinafter provided.

21.2 Modification/Termination Notice. If either party wishes to modify or terminate this Agreement it shall serve notice of such intention upon the other party no more than one hundred twenty (120) days and no less than ninety (90) days prior to the expiration or subsequent anniversary date. In the event that notice of modification only is provided, the terms of this Agreement shall remain in effect and shall thereafter be terminated only upon written notice of termination provided by either party.

SIGNED this 19th day of September, 2016.

SACRED HEART MEDICAL CENTER

Rand J. O'Leary

OREGON NURSES ASSOCIATION

Sharon McCool

Jo Turner, RN, BSN

Jim Stoda RN

L. Chitt

Heidi Spangler

Keya Pal

Elizabeth A. Harvey, RN

Wendy Lee, RN

Maureen Smith

Deb Deary

Janae Day

Phyllis K. Durt

Sue McCreary RN

M. [Signature]

Nancy M. Day Lee RN, CCRN

Angie Bond RNC

Cherie Spritt

Appendix A
WAGE RATES

Section 1. Nurses shall receive the following hourly wage rates effective the first full pay period subsequent to the following dates:

<u>Step</u>	<u>July 1, 2016</u>	<u>July 1, 2017</u>	<u>July 1, 2018</u>
1	\$34.50	\$35.54	\$36.60
2	\$35.55	\$36.61	\$37.71
3	\$36.71	\$37.81	\$38.94
4	\$37.89	\$39.03	\$40.20
5	\$39.19	\$40.36	\$41.57
6	\$40.56	\$41.78	\$43.03
7	\$42.06	\$43.32	\$44.62
8	\$42.96	\$44.25	\$45.57
9	\$43.82	\$45.13	\$46.49
10	\$45.66	\$47.03	\$48.44
11	\$47.62	\$49.05	\$50.52
12	\$48.71	\$50.17	\$51.67
13	\$49.78	\$51.28	\$52.82
14	\$50.89	\$52.42	\$53.99
15	\$52.04	\$53.60	\$55.21
16	\$53.34	\$54.94	\$56.59

Section 2. Advancement to higher steps:

- A. Nurses will move from Step 1 through Step 7 after one (1) year of service as a nurse at the previous step, beginning with Step 1. Nurses who are at Step 6 or below as of the beginning of the second pay period following ratification, or who thereafter are hired at Step 6 or below, will move from Step 6 to Step 7 after one (1) year of service at Step 6. Nurses who have been at Step 6 for one year or more as of the beginning of the second pay period following ratification of this Agreement will move to Step 7 as of that date, and will have that date as their new anniversary date for purposes of subsequent step advancement. Nurses who are at Step 7 or above as of the beginning of the second pay period following ratification will not be affected by the change in language from Step 6 to Step 7 in this appendix.

- B. Nurses will move from Step 7 through Step 14 after two (2) years of service as a nurse at the previous step, beginning with Step 7.
- C. Nurses will move from Step 14 through Step 16 after three (3) years of service as a nurse at the previous step, beginning with Step 14.

Section 3. Advancement to higher steps: Effective the first full pay period July 2017:

- A. Nurses will move from Step 1 through Step 9 after one (1) year of service as a nurse at the previous step, beginning with Step 1. Nurses who are at Step 8 or below as of the beginning of the first full pay period in July 2017, or who thereafter are hired at Step 8 or below, will move to the next step after one (1) year of service at each Step. Nurses who have been at Step 7 or Step 8 for one year or more as of the beginning of the first full pay period in July 2017 will move to the next Step, as of that date, and will have that date as their new anniversary date for purposes of subsequent step advancement. Nurses who are at Step 9 or above as of the beginning of the second pay period in July 2017 will not be affected by the change in language from Step 7 to Step 9 in this appendix.
- B. Nurses will move from Step 9 through Step 14 after two (2) years of service as a nurse at the previous step, beginning with Step 9.
- C. Nurses will move from Step 14 through Step 16 after three (3) years of service as a nurse at the previous step, beginning with Step 14.

Section 4. CARE Award Plan. Bargaining unit nurses will be eligible to participate in the Caregivers Achievement Reward Earned (CARE) Award Plan, in accordance with the terms of the Plan as determined by the Medical Center in its sole discretion, in the same manner and for as long as the Plan applies to all other employees of the Medical Center.

Section 5. Exceptional Performance Award Program. The Medical Center shall continue to make the Exceptional Performance Award Program available to bargaining unit nurses in the same manner it is made available to other staff.

Exceptional performance shall be determined by measuring a nurse's performance against his/her job description and unit-specific job requirements. A nurse qualifying for an exceptional performance award, based on the results of the annual assessment and completion of the goal(s) addressed on the assessment, shall receive in the fall an award amount equivalent to 0.5% of the nurse's total wages in the prior fiscal year.

Appendix B
SCHEDULED TIME OFF

Regularly scheduled bargaining unit nurses performing direct patient care duties shall be granted scheduled time off, per nursing unit and shift, in the following numbers:

1. Where core staffing is one (1) through four (4) nurses, a minimum of one (1) nurse shall be granted time off.
2. Where core staffing is five (5) through eleven (11) nurses, a minimum of two (2) nurses shall be granted time off.
3. Where core staffing is twelve (12) through nineteen (19) nurses, a minimum of three (3) nurses shall be granted time off.
4. Where core staffing is twenty (20) through twenty-nine (29) nurses, a minimum of four (4) nurses shall be granted time off.
5. Where core staffing is thirty (30) nurses or more, a minimum of five (5) nurses shall be granted time off.

The following exceptions shall apply to the foregoing schedule:

- a. In the Cath Lab unit, a minimum of one (1) regularly scheduled nurse per shift shall be granted scheduled time off.
- b. In the main operating room, a minimum of six (6) regularly scheduled nurses per 24-hour period combined shall be granted scheduled time off.
- c. In the Cardiac Surgery Team, a minimum of one (1) regularly scheduled nurse shall be granted time off when core staffing is twelve (12) nurses or fewer. When core staffing is thirteen (13) through nineteen (19), a minimum of two (2) regularly scheduled nurses shall be granted time off.

Open or unscheduled positions shall not be considered in the determination of a unit's core staffing base for purposes of these minimums.

Scheduled time off due to absences under FMLA/OFLA or worker's compensation shall not be included in the minimums set forth above.

Appendix C

OR, PACU, CATH LAB ON-CALL TIME

1. In lieu of the amount in Article 9.7.1, regular, per diem, and temporary nurses in the Operating Room, Post Anesthesia Care and Cath Lab Units who are on-call as defined in Section 9.7 for more than forty-eight (48) hours in a four-week scheduled cycle will receive double the mandatory call rate under Section 9.7.1 for all on-call hours in excess of said forty-eight (48) hours.
2. On-call hours paid at the Article 9.7.1 rate will be known as Tier 1 hours. Excess hours as defined above will be known as Tier 2 hours.
3. All OR and PACU nurses who have worked fifteen (15) or more years in the OR will be exempt for call until all other nurses in their unit subject to and available for call scheduling are scheduled for 32 hours of call for the four-week cycle where another nurse in their unit would need to be scheduled for more than 32 hours of call. These nurses shall be exempt from call assignment in order of each nurse's original exemption date within either unit. Notwithstanding the provisions of this paragraph, an exempt nurse may agree to take call.
4. The Medical Center will assign and pre-post all scheduled Tier 1 shifts for regular, temporary, and traveling nurses. A per diem nurse may consent to be scheduled for Tier 1 shifts. Regular, temporary, and per diem nurses shall be scheduled first with any unfilled hours then assigned to traveling nurses. Regular staff may then self-schedule for any additional scheduled on-call shifts still unfilled. The Medical Center may then assign available traveling, temporary, and per diem nurses for any unfilled hours. The Medical Center may then assign regular staff for any unfilled hours. In the event a pre-assigned call shift is left uncovered due to unforeseen circumstances, the Medical Center will assign the uncovered call shift based on a system of rotation, commencing with the least senior nurse.
5. Any nurse who serves as the on-call Team Leader for the OR on a weekend shall receive a minimum of two (2) hours of pay for that weekend at the nurse's regular rate of pay, even if the nurse has worked less than two full hours during

the weekend. Such minimum pay shall be in addition to any on-call or callback pay to which the nurse may be entitled.

Appendix D
SEVERANCE BENEFITS

Sacred Heart Medical Center (“Employer”) and the Oregon Nurses Association (“Association”) hereby agree as follows:

1. PeaceHealth has adopted a new system-wide Severance Policy (“Policy”). Under the terms of the Policy, its provisions shall apply to caregivers covered by a collective bargaining agreement if their bargaining representative agrees in writing that the provisions are subject to the right of PeaceHealth to modify or terminate the provisions unilaterally at any time.

2. Accordingly, the parties agree that caregivers represented by the Association are eligible to receive benefits under the Policy, in accordance with the terms of the Policy as determined by the Employer in its sole discretion, in the same manner and for as long as the Policy applies to all other non-supervisory caregivers of the Employer.

3. Under the terms of the current Policy, severance benefits are available to an employee in the event of a termination of employment, resulting from position elimination or reduction in force, with no opportunity for recall. Under the terms of the parties’ Agreement, however, nurses who are subject to layoff have recall rights pursuant to Section 14.1. Accordingly, the terms of the parties’ Agreement as written preclude the eligibility of bargaining unit members for severance benefits if their employment is terminated.

4. The parties wish to avoid the outcome described in Paragraph 3 above. Accordingly, the parties agree that a nurse, after having been notified of elimination of his/her position or of his/her displacement pursuant to Section 14.1, may elect to receive severance benefits in accordance with the terms of the Policy. Nurses must make this election in writing within seven (7) calendar days after having received notice of elimination of their position or of their displacement. Failure to satisfy this requirement shall result in forfeiture of the opportunity to elect severance benefits.

5. The election described in Paragraph 4 above is not available in the event of a reduction of hours worked or a reduction in FTE status. An employee's receipt of severance benefits is conditioned on the employee's termination of employment.

6. A nurse's election to receive severance benefits in accordance with Paragraph 4 above shall constitute a waiver by the nurse of any of the rights described in Section 14.1 of the parties' Agreement.

7. In addition to application of the severance benefit as described above, upon request by the Association after it has received notice of layoff under Section 14.1.3, the parties will meet to discuss possible application of the severance benefit to nurses prior to implementing the reduction in force provisions in Section 14.1 of the parties' Agreement.

Appendix E

SECONDARY JOBS

The parties mutually agree to the following provisions applicable to bargaining unit nurses who concurrently occupy a contract and non-contract position at PeaceHealth Oregon Region or who concurrently occupy a position in this bargaining unit and in the SHHCS bargaining unit.

1. Service Credit. All regularly scheduled position hours both in and out of the bargaining unit shall be counted toward employment service credit normally awarded by policy or specific benefit plans to PeaceHealth employees (PTO accrual rates, retirement, medical insurance, etc.).

2. Per Diem Requirements. Per diem work requirements, described in Section 3.6 of the Collective Bargaining Agreement (including on-call scheduling), shall not apply to the nurse's secondary job class. One position (typically the one with regularly scheduled or greater number of hours) shall be designated as the primary job class.

A per diem nurse who does not work at all for two consecutive calendar quarters in the nurse's per diem bargaining unit position shall be removed from the per diem position.

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

- a. Primary position in the bargaining unit:
The nurse may utilize the grievance procedure as outlined by contract, which shall be applied to both primary and secondary job classes.
- b. Primary position not in the bargaining unit:
 - (i) If the incident which is the subject of the grievance arises from the nurse's bargaining unit position, the contract grievance procedure shall control.
 - (ii) If the incident which is the subject of a grievance arises from the nurse's non-bargaining unit position, hospital policy controls and the contract grievance process is not applied.

Incidents resulting in progressive discipline originating from a non-ONA bargaining unit position shall not be utilized as the basis for further progressive discipline for a bargaining unit position, unless the Medical Center can affirmatively demonstrate that such disciplinary action would have withstood any challenge through the grievance process had the nurse been represented by the Association. Discipline arising within the bargaining unit may be utilized in the discipline or termination of a nurse regarding the nurse's non-bargaining unit position.

Single stand-alone incidents that result in termination from all PeaceHealth employment (not discipline based upon prior work performance or discipline) shall be subject to the contractual grievance and arbitration procedure to the extent it has an effect on employment in the bargaining unit position, regardless of whether the incident giving rise to the discharge originates from a bargaining or non-bargaining unit position.

4. Paid Time Off. The nurse shall receive Paid Time Off (PTO) accrual and rates of pay in accordance with contractual requirements or HR policy applicable only to the nurse's primary job class for all hours compensated. This application is without regard to bargaining unit or non-bargaining unit status of hours worked or compensated.

A nurse holding positions of approximately equal hours both in and out of the bargaining unit shall, at the nurse's discretion and at the time of acceptance of a secondary job class, declare which position shall be considered the nurse's primary job class. This declaration shall determine the applicable PTO accrual rate and pay benefit the nurse shall receive.

5. Sixth and Consecutive Day Premium Pay. For nurses whose primary position is in this bargaining unit, shifts worked both in and out of the bargaining unit shall count toward 6th and consecutive day pay, provided that (a) such work constitutes a day of work as defined by contract, (b) the 6th and consecutive day(s) of work consist of bargaining unit work, and (c) if a nurse volunteering for or agreeing to perform additional work is thereby entitled to consecutive day premium pay under this paragraph, the nurse shall note such entitlement on the appropriate sign-up sheet.

6. General Policies. Health and welfare, bereavement leave, jury duty, and court witness benefits shall be based upon regularly scheduled position hours and

continue to be applied to and coordinated between all of an employee's scheduled PeaceHealth hours.

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

8. Supervisory Nurses. Nurses may not hold a position in the bargaining unit if they simultaneously hold a supervisory PeaceHealth position. This provision shall not prevent said nurses from performing fill-in work provided such work does not displace or deny any bargaining unit nurse from work to which they otherwise would have been entitled under the Agreement.

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

10. Unpaid LOA. A scheduled unpaid absence from a bargaining unit position shall be considered a "leave of absence" for purposes of return rights following the absence, even though the nurse may continue to work in his or her non-bargaining unit position. In this circumstance, the nurse's bargaining unit position will only be available if the absence is for 12 weeks or less, as more specifically detailed in Section 11.6 of the Agreement.

11. Roster. The Medical Center shall forward to the Association each calendar quarter a list of all bargaining unit nurses holding secondary jobs under this Agreement. This list shall note the nurse's name, primary and secondary job titles and regularly scheduled hours (or per diem/casual status) and date that the secondary job was initiated.

Appendix F
MANDATORY TRAINING

The parties hereby agree to the following provisions pertaining to the fulfillment of annual mandatory training activities.

1. Responsibility of the Medical Center to offer. The Medical Center shall provide nurses advance notice of at least four (4) months of annual mandatory trainings and educational requirements. This obligation may be satisfied by providing such information on the Learning Management System. It shall also inform nurses by e-mail and unit posting of training requirements that become mandated by law or regulation during the interim annual period. The Medical Center shall provide to nurses sufficient opportunity to timely complete their annual mandatory trainings. Such opportunity may be made available through various measures, which may in the Medical Center's discretion include any or all of the following:

- a. Providing a specified number of non-regularly scheduled hours for a nurse to devote to mandatory training.
- b. Conducting seminars and/or unit in-services on mandatory training issues.
- c. Establishing specific days and times for conducting training that is not on-line. Notice of such specific days and times will be provided as far in advance as possible, and no less than fifteen (15) days in advance.
- d. To the extent required during regularly scheduled hours, allowing the nurse sufficient uninterrupted time to complete training modules.

Measures provided to the nurse may vary from unit to unit, and from nurse to nurse within a particular unit.

2. Responsibility of nurses to complete. It shall be the responsibility of each nurse to gain a clear understanding of all mandatory trainings he/she must complete, and to make individual arrangements to assure such training is timely completed. All nurses are accountable for timely completing on an annual basis 100% of their mandatory training requirements by the date designated by the Medical Center, which will not be changed more than once during the life of this Agreement.

3. Medical Center notification. The Medical Center will remind nurses in writing of their obligation to timely complete their mandatory training requirements at least two (2) months prior to the designated annual completion date. Within thirty (30) days after the designated annual completion date, the Medical Center shall notify each nurse who according to its records has not completed his/her mandatory training requirements, and shall provide clear direction that the nurse may obtain all information for completing such requirements from the nurse's manager. Nurses will have the opportunity to correct any perceived errors in the Medical Center's notice of non-compliance.

4. Exception to four (4) -month notice provision. An exception to the four (4) -month notice obligation in Paragraph 1 above may apply when the Chief Nurse Executive or designee authorizes such an exception and submits such authorization to the Association and local Association executive committee members for review and approval. The Association may, within ten (10) business days of such notice, contact the Chief Nurse Executive or designee to discuss any concerns or issues the Association may have. Failure to establish such contact will be deemed an agreement with the exception. If agreement cannot be reached on the conditions for implementing the training, an exception will not be granted. The Association will not unreasonably withhold its agreement. The Medical Center will not implement any training pursuant to the exception in this paragraph during the last thirty (30) days of the mandatory training year.

5. Preservation of contract rights. This provision shall not impede the Medical Center's right to administer discipline pursuant to Article 6.1, nor impede the nurse's or Association's right to file a grievance pursuant to Article 7 for noncompliance with the intent of this appendix.

Appendix G

SHORT SHIFT POSITIONS

The parties agree that, notwithstanding Sections 8.1 and 8.4 of the Agreement, the Medical Center may post and fill part-time positions consisting of shift lengths of either four (4) or six (6) hours consistent with current practice, including the following provisions:

1. A maximum of one (1) short shift position per day may be scheduled in each nursing unit, except that:
 - a. More than one per day may be scheduled in the OR, SPA, PACU, ED, NICU, Labor and Delivery, and RiverBend Pavilion Endo Clinic units; and
 - b. In any unit, an additional short shift above core may be scheduled per day and on each shift for the purpose of providing meal and rest break relief.

2. Combinations of positions with short and standard shift durations shall only occur by mutual agreement between the nurse and the Medical Center, within the following parameters:
 - a. A nurse shall not be permitted to combine a short-hour shift with a standard length shift that would result in a standard 12-hour shift for that nurse.
 - b. The short shift of a combined position must be scheduled completely within the nurse's regular shift duration start and stop time, with a two (2) hour deviation permissible for units referenced in Paragraph 1 herein. A nurse may only combine short and standard shifts within the same unit.
 - c. The Medical Center must offer any such combined position to all regular nurses on the same nursing unit where the short shift hours are available. If the Medical Center cannot accommodate multiple requests for the combined position, it will be granted to the most senior nurse.
 - d. All combined position, regularly scheduled hours shall count toward the determination of hours per pay period for purposes of Section 15.1.1 – health insurance premiums.

3. Each position shall have a regularly scheduled start and stop time. The deviations of scheduled work times specified in 8.6.2 shall not apply, without the nurse's consent, to short shift positions.

4. Short shift nurses shall be included in low census rotation.

5. Short shift nurses may not be required by the Medical Center to work beyond the length of their shift, including mandatory overtime specified in 8.6.5. This provision does not apply, however, to RP Endo Clinic unit nurses when the need is based on emergent and unanticipated events. When a nurse is required to work beyond the length of the shift, the nurse is eligible for premium pay under Section 9.4.3.

6. The Association shall, upon request, receive a list of all posted and filled short shift positions.

Appendix H

PER DIEM LACTATION CONSULTANT SENIORITY OPTIONS

The parties agree that nurses who are awarded or currently hold a per diem lactation consultant position shall declare in writing which of two seniority options they wish to have applied to their position. Such elections shall be completed at the time of the position award.

1. Per Diem Lactation Consultant Unit-Based Position. The per diem lactation nurse shall have his or her seniority established within the nursing unit in which the nurse was hired, including in-unit seniority as specified in provision 13.4. If the nurse chooses this option, the nurse must complete a full orientation to the unit in which the position is based within twelve (12) months from date of hire. The nurse must maintain orientation in the base unit, which shall be considered the nurse's primary unit.

2. Per Diem Lactation Consultant Non-Unit Based Position. The per diem lactation nurse shall have his or her seniority established within a separate lactation seniority pool, regardless of the nursing unit in which the nurse was hired. For these nurses "in-unit" seniority shall apply only to other open per diem lactation consultant nursing positions. These nurses' house-wide seniority shall be utilized for all job bids for positions outside of this pool.

Per diem lactation consultant nurses who are currently employed shall automatically be deemed to have opted for non-unit based seniority, unless they are oriented to the unit in which the per diem position is based, or are currently in an orientation program in this unit.

The seniority election may be subsequently changed only by mutual agreement between the nurse, the Medical Center and the Association. In the event that a nurse changes his or her seniority option, "in unit seniority" shall not apply for a period of one (1) continuous year of assignment from the date of the declaration change. During this 1-year "waiting period," the nurse shall retain his or her "in-unit seniority" from his or her prior position. The Medical Center and the Association agree to meet and discuss, on a case-by-case basis, any per diem lactation situations not covered in this appendix.

Seniority and in-unit seniority defined in this appendix shall be utilized only for job bidding. Time off requests, educational requests, guidelines and any other unit-based contract provision shall be governed by the unit in which the lactation position resides (not a separate lactation seniority pool or unit).

Appendix I
NICU 12-HOUR SHIFTS

The parties mutually agree to the following provisions applicable to 12-hour NICU shift positions. The provisions of this appendix will remain in place until there are no longer any eight (8) hour positions in the NICU, at which time the provisions of this appendix will terminate.

1. Weekends. Weekends shall be defined as specified in provision 9.4.4, b. of the contract.

2. Start/Stop Times. 12-hour shift start and stop times for each position shall be 0700-1930 or 1900-0730.

3. Alternate Length Shifts. The following provisions of 8.4 regarding alternative length shifts shall be applied to NICU 12-hour positions. These include:

8.4.1 Work week. 40-hour work week. Pay in excess of scheduled 12-hour shift.

8.4.2 Consecutive shifts. No greater than three (3) consecutively scheduled 12-hour shifts without the written consent of the affected nurse.

8.4.5 Rest periods. A nurse working a 12-hour shift shall be allowed three (3) fifteen minutes of rest period time during their shift.

8.4.6 Combined 8/12 hour positions. Positions consisting of combinations of 8- and 12-hour positions shall not occur without mutual agreement between the nurse, the Medical Center and the Association.

8.4.3 and 8.4.7 shall not be applied to NICU 12-hour reorganized or posted shifts.

4. Pay in Excess of Scheduled Shift. A nurse in an eight-hour position may voluntarily accept a 12-hour shift work assignment. A nurse in a 12-hour position may voluntarily accept an eight-hour work assignment. Such an assignment shall be deemed "scheduled" for pay purposes only if scheduled prior to the nurse beginning work on the shift. Consecutive hours of work beyond those agreed to prior to beginning work shall receive premium pay in excess of their scheduled hours as specified in 9.4.3.

5. PTO Requests. The requesting and granting of PTO will be in compliance with provision 10.6 and Appendix B of the contract. PTO shall be granted as a 12-hour block for 12-hour nurses, not in 8- and 4-hour segments. PTO requests, for the purpose of meeting Appendix B minimum scheduled time off, shall be counted only on the standard shift where the majority of hours of the shift are scheduled.

6. Low Census. Low census and notification of low census/on-call shall be as specified under 8.6.2, 8.11 and 14.2, with the following exceptions and interpretations to be applied exclusively to the NICU. Determination of low census staffing adjustments shall apply to both 8- and 12-hour shift nurses at all shift start times (0700, 1500, 1900 and 2300). In order to accommodate 8- and 12-hour overlapping shifts, low census staffing adjustments made prior to the nurse's scheduled shift start time may result in a 12-hour shift nurse being placed on low census for the first 4 or 8 hours of their scheduled shift. In this circumstance, if the nurse is given proper notice of his or her adjusted shift start time prior to that nurse's scheduled shift, upon reporting to work the nurse will be paid straight time wages (unless otherwise entitled) and shall not receive on-call pay. Following the nurse's notification of delayed shift start time and prior to the new start time, the nurse will not be under any obligation to be available to report to work, unless placed on call. Nurses who are working shall be subject to the standard practice of low census cancellation for the remainder of their shift.

7. Pay. Nurses scheduled for 12-hour shifts that are placed on-call and are subsequently called back in to work shall receive a minimum of two (2) hours' of premium pay as noted in 9.4.5. The minimum call-back premium pay shall supersede and be in lieu of any overlap hours of straight-time pay to which the nurse would otherwise be entitled as a result of working the remainder of the nurse's scheduled shift. No pyramiding of premium and straight-time pay shall result in pay in an amount greater than a time and one-half (1½) rate.

8. Scheduling Rules/On-Call. Split shifts will not be scheduled or worked. Current on-call guidelines, including voluntary sign-up, exchanges and cancellation, shall continue to be utilized for on-call assignment and shall be applied to both 8- and 12-hour shift nurses.

9. Volunteer Shifts. Nurses may voluntarily schedule additional full or partial shifts of work following the posting of the work schedule.

10. Extra Shift Scheduling. Per diem scheduling and the scheduling of extra available shifts shall be applied separately to 8- and 12- hour shifts in the order specified in 8.6. Accordingly, regular and per diem nurses in 12-hour positions shall have the first opportunity to volunteer for available 12-hour shifts prior to nurses in 8-hour positions on their 12-hour shift; nurses in 8-hour positions have the first opportunity to volunteer for available 8-hour positions on their shift.

11. Differential Pay. Nurses shall receive the applicable differential for all hours worked on each standard 8-hour shift as specified in 9.6 (evening differential only after 1500 and night differential only after 2300).

12. Floating. Float Unit guidelines may have to be amended in accordance with 8.10 between the unit manager and a majority of the nurses in NICU to accommodate 12-hour shifts.

13. Twelve-Hour Shift Positions. The Medical Center may use attrition among the remaining 8-hour shift positions on the unit to move to a schedule of all 12-hour shift positions.

14. Short Shift NICU Bridging Positions. Short shift positions in NICU may be scheduled for four and one-half (4½) hour shift durations. These shall be utilized only for bridging routine gaps in the work schedule between 8- and 12-hour shifts.

Appendix J
ICU 12-HOUR SHIFTS

PTO will be approved in 12-hour blocks of time. Except as provided in Section 14.2.2, on-call will be scheduled in 12-hour blocks of time. Split shifts will not be scheduled. Nurses may schedule changes for full or partial shifts of work and on-call assignments.

Appendix K

SPECIALIZED CARDIAC SURGERY TEAM

The parties hereby mutually agree that the following terms and conditions shall apply to a dedicated specialized cardiac surgery team:

- 1. The Team.** The specialized cardiac surgery team (“Team”) shall be considered a separate nursing unit from the main operating room. There shall be a separate work schedule for the Team.
- 2. Filling of vacancies.** Staff and Charge Nurse Team positions shall be posted and bid upon in the same manner as any other bargaining unit position in accordance with Article 13 of the Agreement. Nurse applicants currently qualified to perform open-heart procedures on a regular or relief basis shall be deemed qualified for staff Team positions. The nurse manager will review performance expectations with each applicant. A competency-based tool will be utilized to review the expectations.
- 3. Seniority.** The Team and main operating room nursing units shall have separate seniority pools for all purposes (including job bidding and in-unit seniority application), except that combined continuous years of service in both units shall continue to apply for the OR on-call exemption.
- 4. On-call compensation.** The provisions of Appendix C to this Agreement, exclusive of paragraphs 3 and 5 thereof, shall apply to the Team. There shall be two separate on-call schedules for the operating room and the Team. All on-call hours in either unit shall count toward Tier 2 hours and pay.
- 5. On-call hours.** Scheduled on-call hours per regular Team nurse shall consist of not more than one non-consecutive weekend (Saturday and Sunday) per posted work cycle (48 hours; 0700 – 0700), plus sixteen (16) hours per week, without the nurse’s consent. Call hours shall be equitably distributed among regular and volunteer per diem nurses. A nurse may be scheduled for an alternate schedule or additional hours with the nurse’s written consent for each work cycle. The charge nurse shall participate fully in the call schedule rotation. On-call shifts may be scheduled in 4-hour increments.

6. Weekend work. A regular nurse may be scheduled to work no more than one Saturday per work cycle, including scheduled call hours, without the nurse's consent. A nurse's weekend of call shall be scheduled on the same weekend (Saturday) that the nurse is scheduled to work, if applicable.

7. Availability for main OR work. In consideration of the amount of dedicated cardiac scheduled call and "available" hours in addition to a nurse's regular position hours (up to 104 additional hours per cycle), nurses holding positions on the Team shall at the discretion of the nurse have the option of accepting or rejecting available hours, including mid-shift assignment, in the main operating room. If a nurse elects to work available hours in the main operating room, then such acceptance of work shall count for purposes of low census rotation, notwithstanding the provisions of Article 14.2.

8. One-year commitment. A one-year commitment of the nurse to the Team will be expected due to the extensive orientation needed. In the event that the nurse or management feels that the nurse will not be successful, the provisions of Section 13.2.3 shall apply.

9. Special considerations. Team nurses shall be guaranteed compensation for a minimum of 85% of each nurse's regularly scheduled position hours per pay period. Per diem nurses and non-CVOR nurses scheduled to work in CVOR are eligible for the guaranteed compensation only if they are scheduled to work at least five (5) days in a pay period. This guarantee includes callback hours from low census status during regularly scheduled position hours, but does not include scheduled on-call hours or callback hours worked outside of the nurse's regularly scheduled position hours. Team nurses will continue to be required to meet their scheduled on-call obligations and to be subject to on-call low census assignment.

Low census assignments shall be in compliance with Sections 14.2 and 8.11. In the event of low census, the nurse shall be obligated to be on call for the remainder of his or her scheduled shift. Team nurses shall not be eligible to receive on-call pay for such low census hours.

10. Low census assignment. Although low census assignments can be made in a manner that assures that staff are available for surgeries that are scheduled

following 1500, low census assignment and rotation shall be made in the fairest manner to equalize low census hours among Team nurses.

Appendix L
PACU ON-CALL POSITION

The Medical Center in its discretion may create and maintain benefited on-call positions in the PACU within the following parameters:

1. Scheduled call may cover the hours of 0000 to 0800 on a daily basis.
2. The following provisions shall apply to nurses in an on-call position:
 - a. The nurse will be guaranteed payment at the straight time rate of pay for 75% of the nurse's scheduled on-call hours.
 - b. For scheduled on-call hours worked, the nurse will be paid at the straight-time rate of pay, will be eligible to receive shift differential and weekend differential in accordance with Sections 9.6 and 9.10, and will be eligible for all premium pay under Section 9.4 other than consecutive weekend pay under Section 9.4.4 or callback pay under Section 9.4.5.
 - c. Benefits, including health insurance premium contributions, shall be based on scheduled on-call hours, except that PTO shall accrue on the basis of hours compensated, including hours compensated as PTO. PTO/EIB utilization shall offset the payment guarantee described above, and shall not exceed 75% of scheduled on-call hours.
3. For hours worked outside of the nurse's scheduled on-call shift hours, the nurse will be paid the same as any other nurse working on a call-back, including applicable differentials.
4. A nurse in an on-call position shall be scheduled off on holidays that fall on the nurse's regularly scheduled call hours. The nurse will be included in the holiday call rotation based upon unit on-call guidelines. The nurse will otherwise be exempt from regular call outside of the nurse's regular call schedule. Hours worked from an on-call status on a holiday shall be compensated at the premium rate as specified in 9.4.6, and shall count toward the payment guarantee described in Paragraph 2 above if part of the nurse's regular schedule or required holiday rotation.
5. A nurse in an on-call position may be called in during his/her scheduled on-call hours to attend mandatory training with a minimum of 72 hours' notice.

Appendix M

ENDOSCOPY UNIT – ON-CALL ONLY PER DIEM POSITIONS

The parties hereby agree as follows:

1. The Endoscopy Unit (“Unit”) is a mandatory call unit. As such, the Medical Center may post and fill “on-call only” per diem positions in the Unit, which may require a specific pattern of call assignment based upon unit guidelines. It may also post and fill per diem positions that will be treated the same as other existing per diem nurses with respect to call assignment in mandatory call units.

2. Nurses assigned to the Unit as their home unit may not be required to float to another unit while working in a call-back status.

3. Nurses employed in an on-call only per diem position in the Unit shall otherwise be subject to provisions of the Agreement applicable to per diem nurses, including the availability requirements of Section 3.6.

4. Any unit nurse who is scheduled for more than 48 hours on-call in a four-week scheduled cycle will receive double the mandatory call rate under Section 9.7.1 for all scheduled on-call hours in excess of said 48 hours. Paragraph 2 of Appendix C to the parties’ Agreement shall also apply to nurses assigned to the unit as their home unit.

5. In the event that the Unit expands to the point where ten (10) more regularly scheduled nurses are assigned to the Unit as their home unit, such expansion shall automatically trigger a re-evaluation by the Medical Center and the Association of the ongoing need for on-call only per diem positions in the Unit.

6. In the event that the Medical Center contemplates the creation of on-call only per diem positions in newly-established nursing units outside of the Endoscopy Unit, the Medical Center shall notify the Association of its intention and provide the Association with an opportunity to bargain over these new positions prior to implementation. The Medical Center may not create “on call only” per diem positions in other existing nursing units, except as noted herein.

7. Any nurse holding an on-call only per diem position in the Endoscopy Unit may apply for any open per diem position (subject to voluntary call only) in the Unit. The Medical Center may post and fill replacement on-call only per diem positions as needed.

Appendix N

VOLUNTARY ON-CALL GUIDELINES FORM PARTICIPATING UNITS

Purpose: To ensure a means to cover the Nursing staffing needs in the Med Surg and OHVI complex and additional units if they choose to participate in such a program.

1. The "Voluntary On-call" sheet will be posted on the 5 Med Surg units (8 Medicine, 7 Surgical, 7 Oncology, 6 Neurology, 6 Orthopedics, OHVI 4 and OHVI 5) at the time of each cycle posting. Additional units may participate in the voluntary on-call program by mutual agreement of the Medical Center and Association
2. Nurses may not sign up for potential 6th and Consecutive shifts without indicating this on the sign-up sheet by placing a star next to their name. Failure to do so will render the nurse ineligible for premium pay.

Nurses may remove themselves from the on-call sheet, at least 24 hours prior to the start of that shift.

Absolute cut-off time for a staff person to take themselves off of call is:

0400 Days

1200 Eves

2000 Nocs

Removal from a call shift after these times will be documented and tracked.

3. Per Diem staff must work two shifts at straight time/holiday pay in the previous pay period before they can be eligible to sign up for an on-call shift.
4. It is expected that nurses will sign-up for your desired shift in person. However, nurses may verbally request a Charge Nurse, Facilitator or Nurse Manager add their name to the list. In the event this happens, the Charge Nurse, Facilitator or Nurse Manager must initial next to the name they added.
5. One name per slot.

6. Nurses may not sign up on multiple units for the same on-call shift.
7. The agreed upon shift length is 8 hours (full shifts only).
8. The Staffing Office and Charge Nurses will be instructed to use the following algorithm for calling staff in, if needed:
 - (1) availability list (non-premium), (2) on-call list, (3) utilizing the Everbridge paging system (4) calling staff)
9. Nurse Manager/Charge Nurse/Facilitator/Staffing/Scheduling may break consecutive stretches by:
 - a. Removing a nurse from a scheduled day
 - b. Electing to decline a nurse's offer to be on-call
10. Nurses called in on-call status may be floated according to unit float guidelines.
11. Staffing/Charge Nurses/Facilitators will proactively remove staff from on-call sheet (call & notify) at least 2 hours before the start of the designated shift if they are not needed to staff the shift.
12. Staffing/Charge Nurses/Facilitators will call in staff as needed and notify Staffing, who will enter this info into Kronos.
13. Charge Nurses/Facilitators will note on the Exception Log (staff person, hours and "on-call" status) when they keep some on-call. Target will enter the "on call" hours into Kronos.
14. Charge Nurse/Facilitator (or designee) to fax on-call sign-up sheet every Monday morning by 0800 to Target (this will serve as the approval form to pay).
15. Any qualified/oriented nurse from other units (OHVI, Super Pool, etc.) can sign up for an on-call shift.

Appendix O

VIOLENCE AND RESPONSE TO VIOLENCE IN THE WORKPLACE

The Medical Center shall maintain a comprehensive policy and program for the prevention of violence and potential violence in the workplace. The Medical Center shall maintain a committee to address workplace violence and prevention. The committee shall review and have input into the Work Place Violence Prevention and Threat Assessment policies and procedures annually or more frequently as needed. The initial review will occur no later than January 2017.

The committee shall include representatives from management and staff to include a minimum of four nurses, preferably two from each campus, to be selected by the Association. The Medical Center will pay for a maximum of four nurses to attend the committee and any subcommittee meetings.

The Medical Center shall require that nurses receive education and training, as reviewed by the committee, annually or more frequently as needed on workplace violence prevention. This will include proper security, escalation and incident reporting. The Medical Center will provide Employee Assistance Program and Spiritual Care information to affected nurses within 72 hours of receiving notice of an incident.

MEMORANDUM OF UNDERSTANDING

Name Badges with Credentials

The Medical Center agrees to provide to nurses, upon request by the nurse and at no cost to the nurse, name badges that contain advanced education degrees and nationally recognized nursing certifications in accordance with Section 9.11 of the parties' Agreement. At the time of the request the nurse must provide the specific information desired on the badge. Requests for new badges shall not be made less than twelve (12) months after issuance of a prior badge. This agreement is made with the understanding that the size of the badge may limit the information that can be contained on the badge.

SACRED HEART MEDICAL CENTER

OREGON NURSES ASSOCIATION

By: Debra Mills
Date: 9/21/16

By: Maurice Smith
Date: September 7, 2016

MEMORANDUM OF UNDERSTANDING
Emergency Room Patients Boarding (Zone 6)

The Medical Center shall provide nurses assigned to take care of patients in the emergency room boarding area with sufficient orientation to the area including layout, procedures, meal and rest period plans and the care needs of the general patient population prior to being required to care for patients in this area. Orientation will also be provided to facilitators for the Boarding area prior to assignment of facilitator duties.

SACRED HEART MEDICAL CENTER

OREGON NURSES ASSOCIATION

By: *Cathy Miller*

Date: *9/21/16*

By: *Maurice Smith*

Date: *September 7, 2016*

MEMORANDUM OF UNDERSTANDING

Workers Compensation and temporary modified work for on-the-job injury/illness

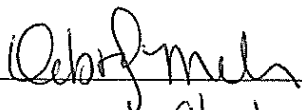
Medical Center representative(s) and System representative(s) responsible for Workers Compensation and Employee Health shall meet with the Association to negotiate continuation of insurance benefits for nurses injured or ill as a result of a workplace event and as outlined in 11.1.3.


Furthermore the Parties agree to meet and discuss best practices and enhancements to provide modified duty assignments and support for nurses with work-related injuries.

The meeting(s) shall commence no later than the first calendar quarter of 2017.

SACRED HEART MEDICAL CENTER

OREGON NURSES ASSOCIATION

By: 
Date: 9/21/16

By: 
Date: September 7, 2016

MEMORANDUM OF UNDERSTANDING
University District Voluntary On-Call Pilot Program

The Medical Center shall develop and implement a voluntary on-call pilot program for the following University District units: Medical, Behavioral Health, Emergency Department and Rehabilitation. The Regional Infusion Center can be added to this program at a later date by mutual agreement. This program shall be developed in collaboration with the Association.

This pilot program shall be implemented within 90 days of the ratification of this agreement and continue for at least 150 days (5 months) In order to assess its value in ensuring coverage of Nurse staffing needs. This pilot program can be extended by mutual agreement of both parties.

SACRED HEART MEDICAL CENTER

OREGON NURSES ASSOCIATION

By: Debra Miller
Date: 9/21/16

By: Maureen Smith
Date: September 7, 2016

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Return to Oregon Nurses Association,
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Your Name: _____

I certify that I have received a copy of the ONA Collective Bargaining Agreement with Oregon Nurses Association and Sacred Heart Medical Center August 18, 2016 through March 15, 2019

Signature: _____

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Home Phone: _____ Work Phone: _____

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Unit: _____ Shift: _____