

COLLECTIVE BARGAINING AGREEMENT

between

OREGON NURSES ASSOCIATION

and

PeaceHealth Springfield Rehabilitation Hospital

September 25, 2026

through

June 30, 2029

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 – RECOGNITION AND MEMBERSHIP.....	3
ARTICLE 2 – ASSOCIATION RIGHTS AND REPRESENTATIVES.....	6
ARTICLE 3 – EMPLOYEE DEFINITIONS AND SECONDARY JOBS.....	9
ARTICLE 4 – NONDISCRIMINATION, ACCOMODATIONS, & EQUALITY OF OPPORTUNITY	16
ARTICLE 5 – MANAGEMENT RIGHTS AND RESPONSIBILITIES	17
ARTICLE 6 – PROGRESSIVE CORRECTIVE ACTION & DISCHARGE.....	19
ARTICLE 7 – GRIEVANCE PROCEDURE.....	23
ARTICLE 8 – HOURS OF WORK.....	27
ARTICLE 9 – COMPENSATION	39
ARTICLE 10 - PAID TIME OFF	49
ARTICLE 11 – LEAVES OF ABSENCE	57
ARTICLE 12 – SENIORITY	63
ARTICLE 13 – FILLING OF VACANCIES.....	65
ARTICLE 14 – WORKFORCE REDUCTIONS, LOW CENSUS, AND REORGANIZATION.....	69
ARTICLE 15 – HEALTH AND WELFARE.....	79
ARTICLE 16 – PROFESSIONAL DEVELOPMENT	84
ARTICLE 17 – MANDATORY TRAINING, EDUCATION, AND BADGE CREDENTIALS.....	93
ARTICLE 18 – COMMITTEES AND COUNCILS	96
ARTICLE 19 – NO STRIKE, NO LOCKOUT	106
ARTICLE 20 – DURATION, MODIFICATION, TERMINATION, AND OTHER PROVISIONS.....	107
ARTICLE 21 – SALE, MERGER, OR TRANSFER.....	110
SIGNATURE PAGE.....	111
APPENDIX A – WAGE RATES	112
APPENDIX B – CLINICAL LADDER PROFESSIONAL NURSE ADVANCEMENT PROGRAM	114
APENDIX C – SEVERANCE BENEFITS.....	116
APPENDIX D – REHABILITATION HOSPITAL STAFFING PLAN.....	118

PREAMBLE

This Collective Bargaining Agreement is made and entered into by and between PeaceHealth Springfield Rehabilitation Hospital, hereinafter referred to as "Rehabilitation Hospital" or "Employer" and Oregon Nurses Association, hereinafter referred to as the "Association" or "Union."

WHEREAS, the Rehabilitation Hospital is furnishing an essential and unique public service of the highest quality, vital to the health, safety, and comfort of the population of the communities which the Rehabilitation Hospital services; and

WHEREAS, both the Rehabilitation Hospital and its Registered 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 to meet current and future challenges facing health care providers. 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, and collaborative relations between the Rehabilitation Hospital 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 Rehabilitation Hospital insofar as it relates to the Registered Nurses; and

WHEREAS, it is the further intent and desire of the parties hereto to establish relationship between the Rehabilitation Hospital 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 Rehabilitation Hospital and the Association jointly recognize that, in order for the Rehabilitation Hospital to provide quality health care and to ensure secure employment, they must work closely together in a collaborative relationship to solve problems quickly. This collaborative relationship must extend from the patient care floor to the executive offices. To achieve this goal, the Rehabilitation Hospital and the Association agree to the following principles:

- We are dedicated to the Rehabilitation Hospital being a leading provider of rehabilitation healthcare services.

- 1 • When barriers to our mutual success arise, the appropriate people from
2 both parties will work together to attempt to resolve problems and
3 recommend solutions to our mutual and community benefit.
- 4 • The success of our collaborative relationship is a shared responsibility
5 between the Rehabilitation Hospital and the Association.

6 Accordingly, the Rehabilitation Hospital and the Association, including all members of the
7 bargaining unit, strongly believe that such an alliance will help to promote high quality and
8 accessible and affordable health care, as well as the fulfillment of our shared mission. In
9 furtherance of these interests, it is to our mutual benefit that Registered Nurses become
10 key contributors and active participants in organizational planning and other decision-
11 making processes and structures in the workplace.

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

ARTICLE 1 – RECOGNITION AND MEMBERSHIP

1.1 Bargaining Unit. The Rehabilitation Hospital recognizes the Association as the collective bargaining representative with respect to rates of pay, hours of pay, hours of work, benefits, and all other terms and conditions of employment for a bargaining unit composed of all Registered Nurses (“nurses” or “RNs”) employed by the Rehabilitation Hospital, 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 Rehabilitation Hospital will provide the Association with the job description of new bargaining unit and 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 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 members of the Association who 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 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 **1.2.3 Remedy for Non-Payment.** If a nurse is not in compliance with the
2 provisions in this section, the Association will notify the nurse in writing that they
3 are delinquent in the satisfaction of their obligations and will provide a copy of the
4 notice to the Human Resources Director or designee of the Rehabilitation Hospital.
5 The Association will allow the nurse a reasonable period of time of not less than
6 twenty days to cure the delinquency. If the nurse fails to cure within the allotted
7 time, then the Association may contact the Human Resources Director or designee
8 for the purpose of proceeding with termination of employment. Should a
9 termination occur, a duly authorized representative of the Association will be
10 present for the termination proceeding.

11
12 **1.2.4 Religious Exemption.** A nurse who is subject to the membership or payment
13 requirements of this Article, but who is a member of and adheres to an established
14 and traditional tenets or teachings of a bona fide religion, body, or sect which has
15 historically held conscientious objections to joining or financially supporting labor
16 organizations, shall not be required to continue membership in or financial support
17 of the Association; except that such nurse shall contribute an amount equivalent
18 to the Association dues to a nonreligious, tax-exempt charitable fund of their choice
19 for the duration of the membership or payment requirements had they been
20 applicable.

21
22 **1.2.5 Dues Deduction.** The Rehabilitation Hospital will deduct Association
23 membership dues from the salary of each nurse who voluntarily agrees to such
24 deductions and who submits an appropriately written authorization form to the
25 Rehabilitation Hospital setting forth standard amounts and times of deduction.
26 Deductions shall be made by pay period and remitted by pay period to the
27 Association together with a list of those authorized deductions.

28
29 **1.2.6 Rehabilitation Hospital Indemnification.** The Association will indemnify
30 and hold the Rehabilitation Hospital harmless for any and all claims, charges, suits
31 or damages that may arise against the Rehabilitation Hospital as a result of the
32 Rehabilitation Hospital taking action pursuant to subparagraph 1.2.3 above.

- 1 **1.2.7 Payment in Lieu of Dues.** Payments in lieu of dues will be less than or
- 2 equal to the regular dues by pay period as established by the Association.

ARTICLE 2 – ASSOCIATION RIGHTS AND REPRESENTATIVES

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 Rehabilitation Hospital wherein members of the bargaining unit are employed for purposes of transacting Association business and observing conditions under which bargaining unit members are employed; provided, however, that the Association's representative shall, upon arrival at the Rehabilitation Hospital, notify People Services Director or their designee of the representative's presence, and that visitations other than on the day shift shall be after advance notification to the People Services Director or their designee during normal office hours. Transaction of any business shall be conducted in an appropriate location subject to Rehabilitation Hospital policies applicable to non-employees and shall not interfere with the work of employees.

2.2 Bulletin Boards, Postings, and Communication. The Rehabilitation Hospital shall provide space for posting Association notices and newsletters on a bulletin board designated by the nursing manager on each floor which will be easily accessible to all bargaining unit employees. The Association shall also be allowed to send email messages to groups of bargaining unit employees utilizing email and collaboration platforms maintained by the Rehabilitation Hospital. 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/Rehabilitation Hospital committee activities, and references to the Association's website.

2.3 Bargaining Unit Meetings. The Association may hold bargaining unit meetings in the Rehabilitation Hospital for purposes of professional and workplace education, contract negotiations, and contract administration by scheduling such meetings with the People Services Director or their designee at mutually agreeable times and places.

2.4 New Employee Orientations. During the orientation of newly hired bargaining unit employees, the Rehabilitation Hospital shall provide an Association representative with a thirty-minute period to discuss the Association and employee rights and benefits. This period will be paid time for the newly hired employees and the Association representative.

1 The Association representative, if a bargaining unit employee, will be paid at the regular
2 rate of pay for the assigned thirty-minute period. The paid time will not count toward
3 premium or overtime pay. The Rehabilitation Hospital will cooperate in releasing an
4 Association representative, if a bargaining unit employee, from duty to attend such a
5 meeting, and the Association will cooperate to provide an alternate representative where
6 such release would cause staffing problems for the Rehabilitation Hospital.

7 **2.4.1** Rehabilitation Hospital representatives may not participate in such a
8 meeting.

9 **2.4.2.** The Rehabilitation Hospital will distribute to new bargaining unit employees
10 the membership informational material provided by the Association to the
11 Rehabilitation Hospital for such purpose. Such material may include the
12 Association form authorizing voluntary payroll deduction of monthly dues (if such
13 form expressly states that such deduction is voluntary) and a copy of this
14 Agreement.

15
16 **2.5 Rosters.** The Rehabilitation Hospital will provide the Association electronically with
17 (1) a quarterly list of bargaining unit employees showing name, address, date of hire, job
18 classification, employee number, telephone number, date of birth, license number, FTE,
19 shift, and (2) a monthly list of newly hired bargaining unit employees, including rehired
20 bargaining unit employees, terminations, and transfers with the same information. The
21 Association shall provide to the Rehabilitation Hospital, on a semiannual basis, with a list
22 of designated bargaining unit representatives, including the shift to which each such
23 representative is regularly assigned, as well as formal committee members for any
24 collaborative committee. The Rehabilitation Hospital shall maintain online a list of
25 Program Based Practice Council (PBPC) chairs and bargaining unit participants available
26 to the Association.

27
28 **2.6 Printing and Distribution of Agreement.** The Rehabilitation Hospital and the
29 Association shall equally share expenses for the printing of an adequate supply of copies
30 of this Agreement. The Rehabilitation Hospital will make available a suitable number of
31 copies of the Agreement following the Association's delivery of the printed copies to the
32 Rehabilitation Hospital.

1 **2.7 Representative Time Off.** The Rehabilitation Hospital shall make a good faith effort
2 to grant requested time off for all bargaining unit elected or appointed Association
3 members to attend Negotiating Committee, State and National Association meetings and
4 conventions that are required of them to fulfill the obligations of their office, and committee
5 and council meetings as outlined in Article 18 Committees and Councils. The employee
6 must give reasonable advance notice of any such request to the Rehabilitation Hospital.
7 Employees shall not be required to utilize paid time off (PTO) for such meetings, except
8 when attending state or national conventions. Employees may access educational days
9 and funds for state and national Association meetings.

ARTICLE 3 – EMPLOYEE DEFINITIONS AND SECONDARY JOBS

3.1 Nurse. A Registered 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 administration of the bargaining unit. 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 Rehabilitation Hospital to be a Charge Nurse for a shift, known as a “Facilitator.” The Rehabilitation Hospital will make every reasonable effort not to pull a Charge Nurse/Facilitator from their role on that shift or give them a patient care assignment except for emergent situations for which there are no other viable solutions, or if they are being replaced by another qualified registered nurse. Because Charge Nurse/Facilitators must be backfilled like any other position, when it is known that the Charge Nurse/Facilitator shift is unfilled, every effort will be made to fill that role for the shift in a timely manner.

3.4 Probationary Nurse. An employee will be in probationary status for the first 180 days of employment in the bargaining unit. The employer may choose to extend this probationary period for up to an additional 60 days with notice to the employee and the Association.

3.5 Regular Nurse. A nurse regularly scheduled in an established position, either for thirty-two hours per week as a full-time nurse or for less than thirty-two 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 the Nurse Manager or designee 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 the nurse holds another regular benefited position with PeaceHealth as their primary position. The nurse shall agree to work with sufficient frequency as determined by the Program Based Practice Council (PBPC) and Nurse Manager to maintain the skills of their position. The minimum program specific work requirements will be maintained in writing and provided to the Per Diem Nurse. These work requirements may be modified by mutual agreement between the nurse and Nurse Manager based upon the individual skills and competencies of the Per Diem Nurse. 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.

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

1. Twelve shifts for every designated period of three consecutive work cycles (herein "Designated Period"); nurses submitting their availability for a majority of twelve-hour shifts shall be required to be available for eight shifts every designated period.
2. Three weekend shifts among the shifts listed above for every Designated Period.
3. One of the designated winter holidays each year.

3.6.3 PTO. When a nurse transfers from regular status to Per Diem status, all of the nurse's PTO shall be cashed out by the end of the next full pay period.

3.6.4 Consecutive Weekend Premium Pay. Per Diem Nurses shall not be eligible for consecutive weekend premium pay described in Article 9.4.4.

3.6.5 Non-Compliance with Availability Requirements. Per Diem Nurses who do not meet their commitment to be available for the required number of shifts shall receive a written notice of non-compliance after the first designated period of non-compliance. A nurse that is non-compliant for two consecutive designated periods shall be subject to removal from Per Diem employment. Any exceptions to these requirements must be pre-approved by Rehabilitation Hospital leadership.

3.7 Temporary Nurse. A nurse initially hired to work for a defined period not to exceed three months, subject to extension for up to an additional three months. A temporary nurse is not entitled to benefits conferred under Articles 10, 11, 15 or 16. 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 Section 3.4 from the nurse's initial date of employment as a temporary nurse.

3.8 Meal & Break Registered Nurse Positions. The Rehabilitation Hospital shall implement meal and break positions. The intent of the meal and break positions is to provide meal and break coverage in compliance with the contract, the staffing plan, and all regulatory agencies and relevant laws. The Meal & Break Registered Nurse (MBRN) shall not be pulled from their role on that shift or given a patient care assignment with the exception of emergent situations for which there are no other viable solutions, or if all meals and breaks have been completed, or if they are being replaced by another qualified registered nurse. Because MBRN positions are required to be backfilled like any other position, when it is known that the MBRN shift is unfilled, every effort will be made to fill that role for the shift in a timely manner.

3.8.1. The MRBN position should provide, at a minimum, sufficient meal and break coverage to ensure a nurse can take their meals and breaks in compliance with the Rehabilitation Hospital Nurse Staffing Plan.

3.8.2 The Rehabilitation Hospital and Association commit to working together through the Labor Management Committee (LMC) and Nurse Staffing Committee (NSC) to find strategies that ensure Charge Nurses are consistently able to get their legally mandated meals and breaks.

3.9 MBRN Guidelines. PBPC shall be responsible for creation and revisions to their criteria around MBRN qualifications and PTO requests to supplement current guidelines and in alignment with the contract, and criteria around low censusing MBRNs.

3.9.1 Minimum requirements for an MBRN shall include:

1. A minimum of six (6) months experience in Rehabilitation, and
2. Be oriented to facilitate in order to relieve the Charge Nurse.

3.9.2 PBPC will work with nursing management in determining the minimum requirements for an RN to be eligible to work in an MBRN position. These requirements will be presented to nursing management for final approval. A copy of the final requirements will be provided to the Association. In order for the Rehabilitation Hospital to make substantial modifications to the minimum requirements, they shall notify the Association and meet, upon request, to discuss the impact of such change.

3.10. 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 (PHOR) or who concurrently occupy a position in this bargaining unit, Sacred Heart Medical Center (SHMC), or in the Sacred Heart Home and Community Services (SHHCS) bargaining units.

3.10.1 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.).

1 **3.10.2 Secondary Per Diem Requirements.** Per Diem work requirements,
2 described in Section 3.6 of the collective bargaining agreement (including on-call
3 scheduling), shall not apply to the nurse's secondary job class. One position
4 (typically the one with regularly scheduled or greater number of hours) shall be
5 designated as the primary job class.

6 A Per Diem Nurse who does not meet the minimum requirements set forth in
7 Section 3.6 shall be removed from the Per Diem position pursuant to Section 3.6.5.

8
9 **3.10.3 Grievance.** Grievances, including arbitration, shall be applied by primary
10 position for nurses who hold positions both in and out of the bargaining unit
11 (exception: single stand-alone offenses that result in termination):

12 a. Primary position in the bargaining unit:

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

16 b. Primary position not in the bargaining unit:

17 i. If the incident which is the subject of the grievance process arises
18 from the nurse's bargaining unit position, the contract grievance
19 procedure shall control the process.

20 ii. If the incident which is the subject of a grievance arises from the
21 nurse's non-bargaining unit position, hospital policy controls and the
22 contract grievance process is not applied.

23
24 Incidents resulting in progressive corrective action originating from a non-ONA
25 bargaining unit position shall not be utilized as the basis for further progressive
26 corrective action for a bargaining unit position, unless the Rehabilitation Hospital
27 can affirmatively demonstrate that such corrective action would have withstood any
28 challenge through the grievance process had the nurse been represented by the
29 Association. Corrective Action arising within the bargaining unit may be utilized in
30 the corrective action or discharge of a nurse regarding the nurse's non-bargaining
31 unit position.

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

7
8 **3.10.4 Paid Time Off.** The nurse shall receive Paid Time Off (PTO) accrual and
9 rates of pay in accordance with contractual requirements or HR policy applicable
10 only to the nurse's primary job class for all hours compensated. This application is
11 without regard to bargaining unit or non-bargaining unit status of hours worked or
12 compensated.

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

18
19 **3.10.5 Sixth and Consecutive Day Premium Pay.** For nurses whose primary
20 position is in this bargaining unit, shifts worked both in and out of the bargaining
21 unit shall count toward sixth and consecutive day pay, provided that:

- 22 a. such work constitutes a day of work as defined by contract,
23 b. the sixth and consecutive day(s) of work consist of bargaining unit work,
24 and,
25 c. if a nurse volunteering for or agreeing to perform additional work is thereby
26 entitled to consecutive day premium pay under this paragraph, the nurse
27 shall note such entitlement on the appropriate sign-up sheet.

28
29 **3.10.6 General Policies.** Health and welfare, bereavement leave, jury duty, and
30 court witness benefits shall be based upon regularly scheduled position hours and
31 continue to be applied to and coordinated between all of an employee's scheduled
32 PeaceHealth hours.

3.10.7 Work Schedules. 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 or shifts comprised of both bargaining and non-bargaining unit position work. Next day off rest provisions as specified by contract shall be applicable to all PeaceHealth hours.

3.10.8 Supervisors. 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.

3.10.9 Posting of Positions. Bargaining unit positions, as defined by contract, shall be posted and awarded separately from non- bargaining unit positions.

3.10.10 Roster. The Rehabilitation Hospital 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.

ARTICLE 4 – NONDISCRIMINATION, ACCOMODATIONS, & EQUALITY OF OPPORTUNITY

4.1 Nondiscrimination. The Rehabilitation Hospital 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, gender identity, marital status, or national origin in the hiring, placement, salary determination, or other terms or conditions of employment for those employed or to become employed in job classifications covered by this Agreement.

4.2 Compliance with Laws Requiring Accommodation. The Rehabilitation and the Association further agree that the Rehabilitation Hospital 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 regarding the effects of such action on other bargaining unit employees. The Rehabilitation Hospital accommodation policy and processes will be communicated clearly and easily accessible to all bargaining unit employees.

4.3 Association Membership and Activities. The Rehabilitation Hospital 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 those 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 bargaining unit employee on account of membership or non-membership or protected concerted activity in respect to the Association.

ARTICLE 5 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

5.1 Management Rights. Except as modified by the terms of this Agreement, the Rehabilitation Hospital retains all rights of management to operate and manage the Rehabilitation Hospital 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 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 Rehabilitation Hospital's failure to exercise any right, prerogative or function hereby reserved to it, or the Rehabilitation Hospital's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Rehabilitation Hospital'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 Rehabilitation Hospital's rules, regulations, and personnel policies.

5.3 Introductory Meeting for Managers. The Rehabilitation Hospital and the Association will schedule a meeting for the Nurse Manager, Chief Nursing Officer, and other managerial staff working with bargaining unit employees who are new to their leadership role to meet with the Association and People Services Director within ninety (90) days of hire. The Association and Rehabilitation Hospital will agree to the content of such meeting within ninety (90) days of ratification and annually thereafter, and may include orientation to the nursing workflow for any new Nurse Manager. The purpose of the meeting is to provide information as to the Agreement, the role of the Association and ways to collaborate and build relationships.

1 **5.4 Bargaining Agreement Training.** The Rehabilitation Hospital and the Association
2 will collaborate to develop and conduct training for nurses and leaders regarding the
3 Agreement and changes. The training will be jointly conducted and provided within ninety
4 (90) days of ratification of a new agreement, and additionally as mutually agreed. The
5 Rehabilitation Hospital will coordinate scheduling to accommodate access for all shifts
6 and locations. All nurses who attend the training will be paid at their straight-time hourly
7 rate.

ARTICLE 6 – PROGRESSIVE CORRECTIVE ACTION & DISCHARGE

6.1 Corrective Action and Discharge. The Rehabilitation Hospital shall have the right to issue corrective action, suspend, demote from position (i.e. Charge Nurse, Meal & Break RN, facilitator), or discharge a bargaining unit employee for just cause.

6.1.1 Progressive Corrective Action. The form of corrective action (CA) 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. This progression may include, but does not necessitate, a performance improvement plan prior to, or as a part of, corrective actions. Corrective action may include one or more of the following: level one written warning, level two written warning, final written warning, or discharge. Based on the nature and severity of the offense, steps in corrective action may be repeated or skipped consistent with principles of just cause.

6.1.2 Corrective Action Documentation. All corrective 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 employee receiving such corrective action 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, corrective action or discharge shall not be subject to the grievance procedure.

1 **6.1.4 Suspensions Pending Investigation.** A suspension pending internal
2 investigation shall be paid as administrative leave until the investigation is
3 complete and a determination of the appropriate corrective action is made for
4 investigations resulting from an allegation of serious misconduct that involves
5 compromising patient or workplace safety and that has been communicated to the
6 employee and the Association, provided that such an investigation and report is
7 completed within a seven (7) calendar day period. This seven (7) calendar day
8 period shall be extended, if the employee is unavailable to meet with the
9 Rehabilitation Hospital within this time period, until such meeting takes place. Any
10 employee on suspension shall have the right to be informed of the general nature
11 of the investigation and shall receive notice of the status of the Rehabilitation
12 Hospital's investigation on a weekly basis.

13
14 **6.1.5 Reports to OSBN.** The Rehabilitation Hospital will notify the Association
15 and the impacted nurse when it has reported a bargaining unit nurse to the Oregon
16 State Board of Nursing (OSBN) in connection with any corrective action.

17
18 **6.1.6 Meetings.** The parties agree that investigatory meetings and meetings
19 involving corrective action should occur at the end of an employee's scheduled
20 shift or on a mutually agreed day off from work unless doing so poses a risk to
21 patient or workplace safety.

22
23 **6.1.7 Employee Locator and Timeclock Systems.** Bargaining unit employees
24 shall not receive corrective action based solely upon data from the call light locator
25 system, timeclock system, or other employee tracking system. Data resulting from
26 random audits associated with any tracking system may not be utilized for the
27 purpose of initiating corrective action.

6.2 Record of Corrective Action. No document other than routine payroll and personnel records will be inserted in an employee's personnel file without knowledge of the employee. An employee shall have the opportunity to have a result statement placed in their personnel file twelve months after the administration of a prior corrective action. The Rehabilitation Hospital, upon request from the employee, will review the employee's performance related to the original corrective action and produce a written statement addressing the employee's success at resolving the issues that gave rise to the corrective action. The statement thereafter shall be given to the employee and placed in their personnel file. In addition, written corrective actions will not be considered for purposes of further corrective action after more than twenty-four months, and will be removed upon request from the employee, if there have been no further corrective actions of any kind during that period. However, the Rehabilitation Hospital reserves the right to maintain all require employment information in a separate file in order to comply with legal and regulatory requirements.

6.3 Notice of Resignation. An employee shall give the Rehabilitation Hospital not less than fourteen calendar days' notice of intended resignation.

6.4 Exit Interviews. Upon request, bargaining unit employees will be granted an exit interview conducted by the Human Resources department or designee when transferring to a different PeaceHealth site or upon discharge or resignation of employment. A summarized copy of the interview will be provided to the Association upon authorization of the exiting employee.

6.5 Notice of Discharge. The Rehabilitation Hospital shall give a non-probationary, non-temporary employee fourteen calendar days' notice of the termination of their employment or, if less notice is given, then the difference between fourteen calendar days and the number calendar days of advance notice shall be paid the employee at their regular rate of pay based upon the employee's normal scheduled hours. No such advance notice or pay in lieu thereof shall be required for an employee who is discharged for just cause.

6.5.1 Human Resources shall make best efforts to notify the Association, including Association stewards or representatives, when they anticipate the discharge of a bargaining unit employee and shall provide a reasonable amount of time for the employee to secure a steward or representative before proceeding with the discharge. If there is a delay of more than one day caused by the unavailability of a steward or representative, the employee's paid administrative leave time, should the employee be on such leave, shall convert to unpaid leave. No discharge notification shall be delayed more than forty-eight hours.

6.6 Personnel Files. Bargaining unit employees will have access to their personnel files in accordance with Oregon law. When any document is added to, deleted from, or amended in an employee's personnel file, with the exception of routine payroll and personnel records, the employee will be notified within a reasonable time and be given a copy of the document and the ability to add a written rebuttal to the file.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.1 Grievance Procedure. The procedure outlined in 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 Rehabilitation Hospital and the Association or any bargaining unit employee during the term of this Agreement. A grievance shall be presented exclusively in accordance with the following procedure:

Step 1.

Employee: A grievance must be presented in writing to the Human Resources Director or designee within twenty-one (21) calendar days from the time the bargaining unit employee knew or reasonably could have known of the occurrence giving rise to the grievance. If the grievance is regarding discharge from employment, the grievance must be presented in writing to the Human Resources Director or designee within seven (7) calendar days from the date of discharge. If an employee presents a grievance hereunder, the grievance shall include, to the best of the employee's understanding, a description of the problem and the contract provisions alleged to be violated.

Rehabilitation Hospital: The Step 1 Grievance meeting will be held within fourteen (14) calendar days following the filing of the grievance with the grievant, association representative(s), and the Nurse Manager or designee, or appropriate level of respondent. Following the Step 1 Grievance meeting, a written response from the immediate supervisor, designee, or appropriate level of respondent(s) is due within fourteen (14) calendar days of such presentation.

Step 2.

Employee/Association: If not resolved at Step 1, the grievance may thereafter be elevated in writing to Step 2 with the next appropriate level of leadership, such as a Chief Nursing Officer or their designee for consideration and determination within fourteen (14) calendar days after receipt of the Step 1 response.

Rehabilitation Hospital: The next level of leadership shall meet within fourteen calendar days of receipt of the grievance elevation with the employee(s) and representative(s) of the Association to resolve the matter and shall reply in writing within fourteen (14) calendar days after the meeting.

Step 3.

Employee/Association: Within twenty-one (21) calendar days, if the grievance is not resolved at Step 2, the grievant(s) or Association can either request mediation in writing or reply with intent to refer the matter to arbitration in writing.

Mediation: If mutually agreed upon by both parties, the parties shall request the services of a mediator either by submitting the dispute to the Federal Mediation and Conciliation Service or private mediation service. If the parties do not resolve the grievance in mediation, the parties may proceed to the arbitration procedure as outlined in Section 7.1 Arbitration Procedure within twenty-one (21) calendar days of the conclusion of mediation.

Arbitration Procedure: If mediation is not requested or mutually agreed upon, the Association may present the grievance to an impartial arbitrator following the procedure outlined:

1. Selection of Arbitrator. The Rehabilitation Hospital and the Association or their designees shall endeavor to meet within twenty-one (21) calendar days of the conclusion of the grievance process to select a mutually acceptable arbitrator. In the event that they cannot agree upon an arbitrator within seven (7) working days after that meeting, the Federal Mediation and Conciliation Service shall be jointly requested to submit a list of seven (7) names from which each representative shall alternately strike one name until only one name remains; this person shall be selected to arbitrate the matter.

2. Stipulation of Grievances. 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 Rehabilitation Hospital and the Association. Each party shall bear the expenses of its own representation and witnesses.

3. Retroactivity. It is further understood and agreed that the arbitrator's decision may provide retroactivity not to exceed twelve (12) months from the date of the written filing of the complaint set forth in this section.

4. Jurisdiction. 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.

7.3 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 Representatives article, may be initiated by the Association at Step 2 of the above-mentioned procedure by the filing of a written grievance, signed by a representative of the Association, within thirty-five (35) calendar days from the date of occurrence. Such grievances shall describe the problem and the contract provisions alleged 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 timelines or continue the grievance process. Subsequent grievance advancements and responses will be deemed untimely if the timelines set forth above are not met, unless the parties mutually agree in good faith to extend such timelines. 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) alleged to be violated and stating the reasons for believing such provision(s) have been violated. After advancing the grievance to arbitration under Section 7.1, the Association can call for reconvening of the parties if any additional contract provisions are alleged to be violated based upon the discovery of additional information. If the Association does not notify the Rehabilitation Hospital, the grievance cannot be amended at arbitration.

7.6 Employee Representatives. One bargaining unit employee representative 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 employee representative shall be paid for their time to attend disciplinary and grievance meetings. The employee representative shall be paid their regular rate of pay for their time and shall not receive overtime or other premium pay.

7.7 Association Investigation of Grievances. The Association, including employee representatives, shall give advance notice to the designated Human Resources representative prior to conducting an investigation of a grievance or potential grievance in a Rehabilitation Hospital work area on site.

ARTICLE 8 – HOURS OF WORK

8.1 Work Week. The work week shall be from 0000 hours on Sunday through 2359 hours on Saturday. Nothing in this or any other provision of this Agreement constitutes a minimum guarantee of work.

8.2 Voluntary Weekend Schedules. Weekend-specific schedules requested in writing by a nurse may be arranged by mutual agreement with the Nurse Manager. These schedules shall be subject to such time and one-half premium pay provisions described in Article 9.4 unless waived by the nurse in writing.

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 Rehabilitation Hospital will not discourage any nurse from seeking advance authorization.

8.4 Shift Lengths. Shift lengths may consist of eight, nine, or twelve hours. The Rehabilitation Hospital reserves the right to create positions consisting of eight, nine, or twelve hours, which shall be subject to the established posting criteria set forth in Article 13. Shift lengths of shorter duration may be established as defined in Section 8.13. Quarterly position controls shall be provided to the Association and bargaining unit that include open vacant and positions, FTE, shift, and shift length.

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

8.4.2 Four or more consecutive twelve-hour shifts, or five or more consecutive nine-hour meal and break shifts, shall not be scheduled without the written consent of the affected nurse, which may be rescinded upon written notice at least ten days in advance of posting of the next work schedule.

8.4.3 In the event the Rehabilitation Hospital proposes any one of the following changes in a unit shift length mix which:

1. initiates a new shift length,
2. eliminates a shift length, or
3. significantly changes the shift length mix,

the Rehabilitation Hospital shall first seek the approval of the Labor Management Committee (LMC). Such approval shall not be arbitrarily or capriciously withheld. If the LMC approves the Rehabilitation Hospital may proceed to implement the proposed change. If the LMC does not approve of the proposed change, the Rehabilitation Hospital will not proceed without first providing the Association with notice and an opportunity to bargain over the decision and its effects.

8.4.4 A change in workday duration under this section will not be deemed to have resulted in a vacancy, provided that the change falls within the language of Article 13.5. Positions consisting of regularly scheduled shifts of different duration may be created only by mutual agreement between the nurse, the Rehabilitation Hospital and the Association. When vacated, the shift(s) shall first be offered to the remaining nurses on the unit and shift in order of seniority.

8.4.5 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 Rehabilitation Hospital or the nurse within a four-month trial period from the date of initiation of the schedule change and at least thirty days in advance of posting of the next work schedule. Discontinuance shall be by mutual consent following this trial period.

Any nurse whose schedule is voluntarily or involuntarily discontinued in accordance with the foregoing paragraph shall be returned to a substantially equivalent position 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 shift.

8.4.6 Combined 8/12-Hour Positions. Positions consisting of combinations of eight- and twelve-hour positions shall not occur without mutual agreement between the nurse, the Rehabilitation Hospital, and the Association unless as outlined in 13.5 or in Section 8.13, Short Shift Positions.

8.5 Meal and Rest Breaks. The parties acknowledge the requirements and importance of rest and meal breaks for nurses. Meals and rest periods will be given in accordance with Oregon law. The Rehabilitation Hospital shall provide coverage for break relief. If rest or meal breaks 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 breaks at alternative times during the shift. Rest breaks may be allowed in conjunction with the meal break or combined and taken separately from the meal break. Every reasonable effort shall be made to accommodate a nurse's request to combine their thirty-minute meal break with one rest break. If a nurse is unable to take either a thirty-minute meal break or a rest break, it is the nurses' responsibility to inform the Nurse Manager or designee. The designee may be the Charge Nurse or facilitator. If a nurse is not able to take a thirty (30) minute meal break, the nurse will be paid for such thirty (30) minutes. Missed rest or meal breaks due to patient care requirements or accurate reporting of missed meal or rest breaks shall not constitute a basis for disciplinary action. There will be no public or publicized criticism of individual RNs for missing meals and/or breaks or for accurate reporting.

1 **8.5.1 Staffing Plans.** Each nursing unit will maintain a written plan designed to
2 provide meal and rest periods in accordance with Section 8.5. This plan will be a
3 component of the Nurse Staffing Plan. Based on the written plan the Rehabilitation
4 Hospital shall provide an appropriate skilled nurse to relieve other scheduled
5 nurses for their meal and rest breaks. Plans will be modified by the Program Based
6 Practice Council (PBPC) and ratified by consensus of the Nurse Manager and a
7 majority of the staff nurses on each unit. If consensus is not reached, the plan(s)
8 will be referred to the Nurse Staffing Committee (NSC). These plans may include
9 the use of short shift positions as referenced in Section 8.13, and/or positions with
10 alternative start times, to facilitate meal and rest breaks. The Rehabilitation
11 Hospital will not regularly assign Charge Nurses or facilitators a primary patient
12 assignment, unless otherwise agreed to or in an emergency, so that they may
13 assist in meal and rest break coverage. The Rehabilitation Hospital will schedule
14 sufficient staff to implement the meal and break plan. The Rehabilitation Hospital
15 will provide copies of staffing and meal and break plans to the Association.

16
17 **8.5.2 Monthly Review of Meal and Rest Break Data.** Data indicating the number
18 and percentage of missed meals and breaks shall be provided to the Association,
19 the Labor Management Committee, the Nurse Staffing Committee and PBPC
20 chairs on a monthly basis. The parties will review trends to determine if meal and
21 break plans are adequate to ensure nurses are receiving their uninterrupted meal
22 and rest breaks. This data will also be used by the Staffing Committee and Labor
23 Management to oversee the development of action plans developed by the PBPC
24 when it is not successful and to identify best practices. The goal is to work
25 collaboratively to find a way to solve the problem of missed meals and breaks.

26
27 **8.6 Work Schedules.** Time schedules shall be posted at least fourteen calendar days in
28 advance of the applicable four-week cycle.

1 **8.6.1 Per Diem Nurses.** Per Diem Nurses shall be offered the following
2 opportunities: (1) to be placed on the schedule prior to temporary and agency
3 traveler nurses; (2) to commit to available work before such work is contracted to
4 traveler nurses; and (3) following the posting of the schedule, to work available
5 shifts on the schedule prior to regular nurses seeking to work extra shifts. Regular
6 nurses have first priority for available extra shifts prior to the posting of the
7 schedule. Per Diem Nurses within the same shift and with the same shift length
8 shall initially be offered a substantially equivalent number of available shifts.
9 Among such nurses, subject to the equitable distribution of available shifts,
10 individual shift preferences shall be accommodated in order of seniority. In order
11 to be considered, individual shift preferences must be made known to the
12 Rehabilitation Hospital no later than fourteen days prior to the posting date. For
13 purposes of this paragraph, "shift" shall mean day shift, evening shift or night shift.
14

15 **8.6.2 Deviation from Scheduled Times.** In preparing a schedule for posting, the
16 Rehabilitation Hospital will not, without the nurse's consent, deviate from a nurse's
17 usual scheduled times for beginning and ending work.
18

19 **8.6.3 Post-Schedule Modification of Scheduled Times.** After a schedule is
20 posted, a nurse's scheduled times to begin and end their shift during that period
21 will not be modified without the nurse's consent, except (a) as allowed under
22 Section 8.7, or (b) in connection with not working scheduled hours under Article
23 14.2. Changes in a nurse's usual scheduled times for beginning and ending work,
24 without the nurse's consent, shall be in response to specific assignment needs and
25 shall last for as brief a period as possible.

1 **8.6.4 Deviation from Schedule Pattern and Anticipated Days Off.** In the event
2 that scheduling needs on a shift require a change in pattern or deviation from a
3 nurse's anticipated days off, the Rehabilitation Hospital shall seek volunteers first.
4 In addition, the Rehabilitation Hospital shall notify Per Diem Nurses of the holes in
5 the schedule prior to changing a regular nurse's pattern. Deviations from
6 anticipated days off shall be distributed equally among nurses on the shift. If it is
7 necessary to change a nurse's pattern or anticipated days off, the Rehabilitation
8 Hospital shall notify the nurse prior to the posting of the schedule by work email or
9 as otherwise agreed to between the Rehabilitation Hospital and the nurse.

10
11 **8.6.5 Mandatory Overtime.** Per the Oregon Hospital Staffing Law ORS 441.166
12 (4) (a &b), a nurse shall not be required to work beyond their regularly scheduled
13 shift except that the Rehabilitation Hospital may require an additional hour of work
14 beyond the work authorized if a staff vacancy for the next shift becomes known at
15 the end of the current shift or there is a potential harm to an assigned patient if the
16 nursing staff member leaves the assignment or transfers care to another staff
17 member. Mandatory overtime may not be assigned on a routine basis. The
18 Association and the Rehabilitation Hospital agree that every reasonable effort
19 should be made to obtain nurses for unfilled hours or shifts before requiring a nurse
20 to work overtime, including filling known vacancies in the posted work schedule
21 immediately prior to the start of the shift, offering premium pay and the utilization
22 of agency traveler nurses when available. As part of its effort to avoid mandatory
23 overtime, the Rehabilitation Hospital will offer the highest incentive pay being paid
24 on the shift, without regard to incentive pay eligibility exclusions to bargaining unit
25 nurses who are not already assigned to work the shift. The Rehabilitation Hospital
26 will fully comply with Oregon State legislation that limits and regulates
27 circumstances under which a nurse may be required to work overtime. The
28 Rehabilitation Hospital shall provide a process for recording the nature of overtime
29 worked by a nurse as voluntary or mandatory.

1 When circumstances beyond the Rehabilitation Hospital's control require
2 modifications to a nurse's usual scheduled times for ending work, the
3 Rehabilitation Hospital shall immediately notify the Association and explain the
4 circumstances in accordance with current protocol. This protocol will be reviewed
5 annually, or more frequently if modified, at the LMC. The Rehabilitation Hospital
6 shall also notify the Association in a timely manner, and in writing, of the impacted
7 nurse's name, number of required hours worked, shift. In such an event, when
8 there are no volunteers for the additional assignment, the work shall be assigned
9 in order of reverse seniority in semiannual periods, beginning with the least senior
10 qualified nurse. A nurse who volunteers to work in lieu of another nurse designated
11 to work the additional assignment shall be credited for working the assignment for
12 purposes of the rotation described above.

13 No nurse shall be required to work when the nurse, in their judgment, is unsafe to
14 perform patient care duties. For all required work under this paragraph, a nurse
15 shall be compensated at not less than the highest premium rate of pay being paid
16 during that particular shift.

17
18 **8.7 Assignment to Non-Regularly Scheduled Shift.** Regular nurses (not including
19 those in a formal, specific training program and/or orientation) shall not to be assigned to
20 a variable shift or to rotate shifts, unless at the nurse's request. In order to handle specific
21 assignment needs, however, the Rehabilitation Hospital may assign regular nurses to
22 work on shifts other than (or in addition to) the shift on which they are regularly scheduled.
23 For purposes of this section, "shift" shall mean day shift, evening shift, or night shift. The
24 Rehabilitation Hospital will provide the nurse with a minimum of two weeks' notice prior
25 to assigning to an alternative scheduled shift.

26 Whenever possible, qualified nurses who have volunteered will be assigned first. The
27 assignment of other qualified nurses, whose qualifications to perform the duties required
28 are substantially equal, shall be on a rotational basis by seniority per selected shift
29 beginning with the least senior such nurse(s), unless otherwise agreed to by the
30 Rehabilitation Hospital and the directly affected nurses.

8.7.1 A nurse's assignment in such rotation shall be for a maximum of one 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 Rehabilitation Hospital shall not assign more than three (3) nurses to non-regularly scheduled shifts for a maximum of one (1) cycle without consent of the Association.

8.7.2 Nurses shall be exempt from such rotation if they are:

1. among the top twenty (20) percent of regular nurses on the most recently issued seniority list, and
2. among the top thirty (30) percent of most senior nurses within their shift.

8.7.3 Rotation of shifts shall be assigned on a pre-scheduled basis prior to posting, unless unusual and emergent 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 shift shall maintain their 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 other assignments or positions.

8.8.1 Non-Bargaining Unit Temporary Assignment. A nurse may, with the nurse's consent, be assigned temporarily to an administrative non-bargaining unit position.

8.8.2 Facilitator or Charge Nurse Temporary Assignment. A nurse may also, with the nurse's consent, be assigned to charge nurse or facilitate. A nurse may also be assigned to facilitate without the nurse's consent, provided that:

1. there is no volunteer among qualified oriented nurses available to fill the assignment,
 2. the assignment occurs on a shift that the nurse is already scheduled to work,
- and

3. the nurse is qualified and fully oriented to facilitator or charge duties.

The Rehabilitation Hospital 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 in order of reverse seniority among the top thirty (30) percent of qualified nurses on their shift. When a temporary assignment occurs, the nurse shall be compensated for such work at their current rate of pay plus the applicable differential or the difference in rates between the hourly base rates of the two positions.

If a nurse voluntarily takes a temporary assignment, they shall have the right to return to their position, with seniority restored. However, if the temporary assignment exceeds three months, the nurse shall have the right to return to their position, if available, or to their original unit as a Per Diem Nurse.

8.9 Orientation. When a nurse is newly hired or transferred from another PeaceHealth facility, the Rehabilitation Hospital will provide the nurse with sufficient orientation to the patient population 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 Manager will mutually agree on the length of orientation, not to exceed six months. The Rehabilitation Hospital will take into consideration the nurse's expressed needs in determining the individualized orientation.

8.10 Report Pay. If the Rehabilitation Hospital is unable to utilize a nurse who reports for an assigned shift, they 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 nurse are caused by natural disasters, utility failures, or other external events beyond reasonable control, or (b) the Rehabilitation Hospital makes a reasonable effort to notify the nurse by telephone at least two (2) hours before a scheduled day, evening, or night shift, that they should not report. It shall be the responsibility of the nurse to notify the Rehabilitation Hospital of their address and phone number; failure to do so shall preclude the Rehabilitation Hospital from the notification requirements and payment of the above guarantee.

8.11 Rest Between Shifts. Each nurse shall be entitled to an unbroken rest period of at least ten hours between shifts. Any time worked without the required rest shall be paid at the premium rate of pay. For purposes of this paragraph, (1) working at the request of other nurses or as a result of trades, (2) working a shift as a result of voluntary sign-up not initiated by the Employer, (3) attending a non-mandatory meeting, non-mandatory in-service or non-mandatory education day or (4) personal preference are not events that disrupt an otherwise unbroken rest period. Call shift trades that create no additional possibility of premium pay for the employer shall be eligible for rest between shifts premium pay.

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

8.12.1 The Rehabilitation Hospital 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.

8.13 Short Shift Positions. The parties agree that, notwithstanding Sections 8.1 and 8.4 of this Agreement, the Rehabilitation Hospital may post and fill part-time positions consisting of short shift lengths of either four or six hours, including the following provisions:

1. A maximum of two short shift positions per shift.
2. Short shift positions shall be a minimum of 0.5 FTE and be filled according to the provisions of Article 13.
3. 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 in accordance with the Meal and Break Plan.

- 1 4. Combinations of positions with short and standard shift durations shall only
2 occur by mutual agreement between the nurse and the Rehabilitation
3 Hospital, within the following parameters:
 - 4 a. The short shift of a combined position must be scheduled completely
5 within the nurse's regular shift duration start and stop time.
 - 6 b. A nurse may only combine short and standard shifts, but the
7 Rehabilitation Hospital must offer any such combined position to all
8 regular nurses.
 - 9 c. If the Rehabilitation Hospital cannot accommodate multiple requests
10 for the combined position, it will be granted to the most senior nurse.
 - 11 d. All combined position, regularly scheduled hours shall count toward
12 the determination of hours per pay period for purposes of Article
13 15.1.1 – health insurance premiums.
 - 14 e. Each position shall have a regularly scheduled start and stop time.
15 The deviations of scheduled work times specified in 8.6.2 shall not
16 apply, without the nurse's consent, to short shift positions.
 - 17 f. Short shift nurses shall be included in low census rotation.
 - 18 g. Short shift nurses may not be required by the Rehabilitation Hospital
19 to work beyond the length of their shift, except for emergent and
20 unanticipated events. When a nurse is required to work beyond the
21 length of the shift, the nurse is eligible for premium pay under Article
22 9.4.3.
 - 23 h. The Association shall, upon request, receive a list of all posted and
24 filled short shift positions.

8.14 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 schedule exchanges must occur within a period of thirty (30) days, and even exchanges between nurses on different shifts shall be limited to three per nurse per work cycle except for exchanges made for educational purposes. 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 Rehabilitation Hospital 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 scheduled days or more. The Rehabilitation Hospital 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.

8.14.1 Nurses with an FTE appointment of 0.7 or above may take a maximum of five 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.

8.14.2 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 bargaining unit employees 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 latter of the employee's anniversary or adjusted anniversary date of employment in this bargaining unit or the PeaceHealth Sacred Heart RN bargaining unit, whichever is earlier.

9.2 Wage Rates and Additional Compensation. Bargaining unit employees covered by this Agreement shall be compensated at the wage rates set forth in Appendix A and following the provisions of this article.

9.2.1 Payment in Excess of Contract Provisions. This contract should not be construed to limit the Rehabilitation Hospital's right to reward an individual bargaining unit employee's performance over and above the prescribed conditions called for in this Agreement.

9.2.2 Pay Enhancements. The Association further acknowledges that the Rehabilitation Hospital has the right to compensate bargaining unit employees over and above the amounts set forth in this Agreement in response to needs for limited periods of time. The Rehabilitation Hospital agrees to notify the Association of all new pay enhancements prior to implementation. The Rehabilitation Hospital further agrees to consider prior to implementation all reasonable objections, suggestions and/or concerns raised by the Association within ten calendar days after such notice. At the time of implementation of the pay enhancement, the Rehabilitation Hospital shall provide terms, including criteria, of the pay enhancement to the Association.

1. In the event the Rehabilitation Hospital activates pay enhancements (including activation of a Critical Staffing Incentive or On-Call/Called-In pay) for specific time periods, then regardless of when during the work cycle the commitment to perform additional work has occurred, all bargaining unit employees who meet the criteria for such additional compensation during the specified time period shall be entitled the pay enhancement.

2. The Rehabilitation Hospital shall provide notice to all bargaining unit employees within the affected shift(s) of the activation of an intermittent pay enhancement occurrence as soon as a determination of its availability is known. The intent of this provision is to provide notice of the terms of pay enhancement to eligible bargaining unit employees.

9.2.3 Compensation for Extra Shifts. The 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 \$25.00 per hour shall be paid during a shift designated by the Rehabilitation Hospital as a CES eligible shift to any bargaining unit employee who is eligible for the differential under the terms of the plan.

1. A bargaining unit employee shall not be eligible for the CES differential if the bargaining unit employee is being paid premium pay for the same hours worked pursuant to Section 9.4, with the exception of stacking on overtime pay under Section 9.4.1 or holiday pay under Section 9.4.6.

2. Regularly scheduled bargaining unit employees 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 bargaining unit employee's FTE to determine eligibility are set forth in the Rehabilitation Hospital's CES guidelines, which will be provided to the Association upon adoption and upon any revision.

3. Per Diem Bargaining unit employees who have fulfilled the requirements of Article 3.6.3, and Per Diem No Differentials who have fulfilled the requirements of Article 3.6.1, shall be eligible for CES.

4. Bargaining unit employees 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. Bargaining unit employees shall receive credit for years of relevant experience and placed on the applicable pay step as determined by the Rehabilitation Hospital. A bargaining unit employee that disagrees with their step placement may request a review by Human Resources within ninety days of their hire or transfer with PeaceHealth. Review will be complete within thirty days of submission and new rate will be effective the first full pay period following completion of the review.

1 **9.4 Overtime and Premium Pay.** A bargaining unit employee shall be paid at the rate of
2 one and one-half times the bargaining unit employee's regular hourly rate of pay for all
3 hours worked in any one category listed below, including statutory overtime pay under
4 Section 9.4.1 or premium pay under Section 9.4.2 through Sections 9.4.6. Whenever such
5 premium is payable for hours worked under one category, such hours will not be
6 considered again for determination of premium payments under another category.

7 **9.4.1 Overtime.** In excess of forty hours worked within the standard workweek as
8 defined in Article 8.1. This forty-hour workweek provision may be modified by mutual
9 consent between the bargaining unit employee and the Rehabilitation Hospital to
10 provide for an eighty-hour work period within fourteen consecutive days. Under this
11 arrangement, the bargaining unit employee will, consistent with federal and state
12 laws, be paid overtime for hours worked in excess of eight in a day or eighty within
13 such period instead of forty within the standard workweek.

14
15 **9.4.2 Sixth and Consecutive Day.** On the sixth consecutive day worked, and each
16 subsequent consecutive day worked, following five consecutive days already
17 worked, unless waived by mutual agreement. To qualify as a consecutive day of
18 work under this paragraph, the bargaining unit employee must have worked four or
19 more hours in such day.

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

28 2. The Rehabilitation Hospital may cancel any day of work to break the
29 consecutive day cycle, if it notifies the bargaining unit employee in person or
30 makes a reasonable effort to notify the bargaining unit employee by telephone
31 of the cancellation at least twelve hours prior to the beginning of the shift to be
32 cancelled.

3. If a bargaining unit employee volunteering for additional work may thereby be entitled to consecutive day premium pay under this provision, the bargaining unit employee shall note such entitlement in the appropriate sign-up area. In the event that the bargaining unit employee has been requested by the Rehabilitation Hospital to perform work on short notice, email notification after accepting the assignment is sufficient. Failure of the bargaining unit employee to satisfy either obligation above shall render the bargaining unit employee not eligible for premium pay under this provision.

4. This section shall be subject to the terms of Article 8.13 regarding schedule exchanges.

9.4.3 Excess of Scheduled Shift. Hours worked in excess of the bargaining unit employee's scheduled shift will be considered in excess of shift and paid at the premium rate of one and one-half (1 ½) times their regular rate of pay.

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

1. Exempt from this provision are those bargaining unit employees who have agreed in writing to work schedules calling for consecutive weekend work, and those bargaining unit employees who express a desire in writing to work consecutive weekends when work is available. Bargaining unit employees who have agreed in writing to work consecutive weekends may withdraw such authorization in writing with two cycles notice to the Nurse Manager.

2. Weekends are defined as 2300 hours on Friday through 2300 hours on Sunday.

9.4.5 Call-Back Pay. Call-back is any time worked on a call-back during a bargaining unit employee's on-call shift under Section 9.7, for a minimum of two hours. Bargaining unit employees who are scheduled to be on-call at the conclusion of their shift and stay beyond their scheduled stop time for a minimum of thirty minutes shall be eligible for call-back and the two-hour minimum. Time worked less than thirty minutes will be considered excess of scheduled shift, in accordance with Section 9.4.3.

9.4.6 Holiday Pay. If a bargaining unit employee is scheduled or requested by the Rehabilitation Hospital to work on any of the following holidays, they will be paid one and 1.5 times their regular hourly rate of pay for all time worked on such holiday:

Summer Holidays:

Memorial Day
Independence Day
Labor Day

Winter Holidays:

Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Day

A bargaining unit employee shall be eligible for holiday pay even if they are 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 bargaining unit employee not scheduled or requested to work on a designated holiday may choose to use PTO or take time off without pay. Bargaining unit employees shall not be scheduled to work above their scheduled FTE during a holiday week.

9.5 Charge Nurse/Facilitator Differential. A bargaining unit employee assigned to Charge Nurse responsibilities shall be paid a differential of either \$6.00 per hour for the duration of the bargaining unit employee's assignment to a Charge Nurse vacancy in accordance with Article 13.3; or \$4.00 per hour worked when designated by the Rehabilitation Hospital to be a facilitator.

9.6 Shift Differential. Bargaining unit employees shall receive an hourly evening shift differential of \$4.00 for all hours worked between 1500 and 2300, an hourly night shift differential of \$10.00 for all hours worked between 2300 and 0700, and no shift differential for all hours worked between 0700 and 1500. However, the last thirty minutes of shifts scheduled to end at 1530, 2330, or 0730 shall be paid the same shift differential, if any, that applied prior to 1500, 2300 or 0700, respectively. Any bargaining unit employee who is receiving night shift differential at the conclusion of the bargaining unit employee's scheduled shift and who works into the day shift will continue to receive night shift differential for the overtime hours worked.

9.7 On-Call. On-call compensation shall be paid when a bargaining unit employee has been placed on "on-call" status. Such bargaining unit employee will remain available to report to work on short notice if called by the Rehabilitation Hospital.

9.7.1 Rate of Pay. A regular bargaining unit employee 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 \$7.00 per on-call hour, whether or not the bargaining unit employee is called back while on-call.

9.7.2 Next Day Off. Provided a bargaining unit employee makes sufficient advance request, such bargaining unit employee 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 bargaining unit employee experienced repeated or lengthy call-backs during the on-call period.

1 **9.8 Call-In.** When a bargaining unit employee who is not scheduled to work and not on
2 call is called in to work because of an emergent increased patient census, patient acuity,
3 or emergent patient care needs, the bargaining unit employee shall be paid a minimum
4 of four hours' pay.

5
6 **9.9 Overpayments.** If a bargaining unit employee is paid more than required under this
7 Agreement, the Rehabilitation Hospital may obtain reimbursement by payroll deduction,
8 if agreed to by the bargaining unit employee, for up to ninety days of such overpayments
9 preceding the date of the Rehabilitation Hospital's notification to the bargaining unit
10 employee of such overpayment. The Rehabilitation Hospital will provide the bargaining
11 unit employee with a repayment plan within fourteen days after having been notified of
12 the overpayment. The amount of the overpayment and the basis for that amount will be
13 indicated clearly in the plan. The bargaining unit employee may request a meeting to
14 verify the overpayment error and the amount owed with a Human Resources partner or
15 payroll representative. The bargaining unit employee may also propose an alternate
16 repayment plan at the meeting or in writing within the above-referenced fourteen-day time
17 frame. If the bargaining unit employee fails to respond within fourteen days after the
18 proposed repayment plan is sent by e-mail and by certified mail, the bargaining unit
19 employee will be deemed to have accepted the plan as written. The letter providing the
20 repayment plan will advise the bargaining unit employee of their rights under this section.
21 This section is without prejudice to any other legal means that the Rehabilitation may
22 have to obtain reimbursement for bona fide overpayments not covered by payroll
23 deduction.

24
25 **9.10 Weekend Work.** For weekend work, the bargaining unit employee will be paid a
26 weekend differential of \$2.00 per hour worked. Weekends are defined as 2300 hours on
27 Friday through 2300 hours on Sunday. Shifts worked nights and evenings on the weekend
28 receive the applicable shift differential as well as weekend differential. Non-worked time,
29 including PTO, bereavement, standby, callback guarantee, etc., is not eligible for
30 weekend differential.

1 **9.11 Certification Pay.** A bargaining unit employee who obtains and maintains a
2 nationally recognized nursing certification shall receive a differential of \$3.75 per hour for
3 all compensated hours. An approved certification list shall be established by mutual
4 consent between the PBPC and the Chief Nursing Officer or designee and shall be
5 updated annually.

6 **9.11.1 Eligibility.** To be eligible for the commencement of certification pay under this
7 provision, the bargaining unit employee must submit a document from the
8 accrediting body or testing facility which indicates that the bargaining unit employee
9 has successfully completed the certification requirements to the Human Resources
10 Service Center. Pay will commence the first full pay period following the receipt of
11 the documentation. For continued pay eligibility under this provision, the bargaining
12 unit employee must submit a document within one hundred twenty (120) days
13 following the commencement of certification pay that provides verification of the
14 bargaining unit employee's certification, the certification number, and the
15 certification's beginning and end dates to the Human Resources Service Center. If
16 documentation is not received with one hundred twenty (120) days, certification pay
17 will be discontinued. Certification pay can be reinstated should the bargaining unit
18 employee submit documentation as outlined in the process above, to the Human
19 Resources Service Center. Pay will commence the first full pay period following the
20 receipt of the documentation. In the event the Rehabilitation Hospital makes an error
21 in determining whether the documentation is sufficient or qualifies, the bargaining
22 unit employee will receive the applicable certification pay retroactively to the first full
23 pay period following the date that the PeaceHealth Human Resources Service
24 Center received the documentation, or six months of certification pay, whichever is
25 less.

26
27 **9.12 Advanced Education Pay.** Bargaining unit employees holding a baccalaureate
28 degree in nursing (BSN or BAN) will be compensated four percent (4%) above their
29 Appendix A rate and bargaining unit employees holding a master's degree in nursing
30 (MSN, MAN, or DNP) will be compensated five percent (5%) above their Appendix A rate.

1 **9.12.1 Eligibility.** To be eligible for the commencement of advanced education pay,
2 the bargaining unit employee shall submit documentation in the form of a copy of
3 their transcripts, which indicate the degree awarded, or a copy of their diploma from
4 the accrediting program to the Human Resources Service Center. All new hires shall
5 be informed of this requirement in writing including the specific documentation
6 required and where to submit the documentation. Pay will commence the first full
7 pay period following the receipt of the documentation.

8
9 **9.12.2 Documentation.** If a bargaining unit employee provides documentation to
10 the Human Resources Service Center that is determined to be insufficient for
11 Advance Education pay but is later determined to be sufficient based on additional
12 documentation received by the Human Resources Service Center from the
13 bargaining unit employee, the bargaining unit employee will receive the applicable
14 certification pay to the first full pay period following the additional documentation
15 received. In the event the Rehabilitation Hospital makes an error in determining
16 whether the documentation is sufficient or qualifies, the bargaining unit employee
17 will receive the Advanced Education pay retroactively to the first full pay period
18 following the date that the Human Resources Service Center received the original
19 documentation, or six months of Advanced Education pay, whichever is less.

20
21 **9.13 Preceptor Pay.** A bargaining unit employee assigned by the Rehabilitation Hospital
22 to mentor new nursing department bargaining unit employees, RN and LPN students (but
23 not including students whose instructors are present at the facility), shall receive \$6.00
24 per hour in addition to the bargaining unit employee's regular rate of pay for each hour
25 worked while performing in this role. The Rehabilitation Hospital will select preceptors
26 based on clinical skills, experience, communication, and teaching skills. Bargaining unit
27 employees may be required to attend an approved preceptor class or have documented
28 experience as a preceptor in order to qualify for preceptor pay.

1 **9.14 Payroll Practices.** The Rehabilitation Hospital shall maintain payroll records and
2 payroll practices in accordance with federal and state law. The Rehabilitation Hospital
3 shall make available to bargaining unit employees, on or before the designated payday
4 for each pay period, detailed earnings data for each category of pay that allow the
5 bargaining unit employee to verify the accuracy of their compensation. The Rehabilitation
6 Hospital shall also make available a readability key that defines the acronyms and
7 categories that appear on a bargaining unit employee's earnings statement. New hires
8 will receive information related to time and attendance tracking and pay stub definitions
9 as part of their orientation.

ARTICLE 10 - PAID TIME OFF

10.1 General Provisions. Paid time off (PTO) provides compensated time off for the nurse to use as they determine it best fits their 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 twenty 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 Article 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. Accrued but unused PTO may be carried over from year to year, to a maximum accrual amount set forth in 10.3.1 below; once an accrual balance reaches the applicable maximum amount, accrual shall stop until the balance is reduced below that maximum amount.

- 1 **10.3.1 Accrual Rates.** Eligible nurses shall accrue PTO as follows, based on 8-
 2 hour days:

Length of Service	Accrual Rate	Approximate Hours Accrued Each Pay Period	Approximate Days Per Year	Maximum Accrual
0-48 months (0-4 years)	0.10769/hour	8.6	28 days	42 days (336 hours)
49-108 months (5-9 years)	0.12692/hour	10.2	33 days	49.5 days (396 hours)
109-168 months (10-14 years)	0.14231/hour	11.4	37 days	55.5 days (444 hours)
169-228 months (15-19 years)	0.15000/hour	12.0	39 days	58.5 days (468 hours)
229+ months (20+ years)	0.15385/hour	12.3	40 days	60 days (480 hours)
229+ months (20+ years) June 30, 2013 accrual and max rates	0.15769/hour	12.6	41 days	75 days (600 hours)

- 3 Nurses accruing at the rate of 0.15769 hours of PTO for each accrual base hour
 4 (approximately 41 PTO days [328 hours] per year for a full-time nurse) or more as of June
 5 30, 2013, shall continue to accrue at that higher rate and maintain up to 600 hours of
 6 maximum accrual.

10.4 Sick Time Bank. Non-benefit eligible nurses shall accrue Oregon Paid Sick Leave at the rate of one (1) hour per every thirty (30) hours worked. This sick time is accessible to non-benefit eligible nurse through their Sick Time Bank. Nurses may accrue up to eighty hours in their Sick Time Bank. Up to forty 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. Time lost due to tardiness will be deducted from the employee's PTO bank unless the employee requests in the scheduling system that it not be deducted, up to a maximum of thirty (30) minutes per pay period.

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 Manager. 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 In anticipation of prime-time periods, as defined in nursing program guidelines, the Rehabilitation Hospital shall attempt to supply sufficient staff, including temporaries and Per Diem personnel.

10.5.4 Up to forty hours of a benefit-eligible nurses PTO may be considered protected time that shall not be subject to the Rehabilitation Hospital'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 hour and a maximum of 250 hours per year of their accrued PTO to a bargaining unit pool for the benefit of another employee who has a medical hardship, subject to the following:

10.6.1 Medical Hardship. A medical hardship for purposes of receiving donated PTO is defined as a medical condition of an employee or a family member. The hardship must require the prolonged absence of the employee from work and result in a substantial loss of income because the employee has exhausted all accrued time-off benefits. Employees wishing to donate PTO to another employee shall complete a request to donate paid time off form. Employees wishing to receive PTO donations shall complete the request to receive donated paid time off form. These forms are located in the Rehabilitation Hospital's paid time off policy.

10.6.2 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 Rehabilitation Hospital's and the nurse's responsibilities to provide adequate patient care, the Rehabilitation Hospital will not unreasonably deny said request.

10.7.1 Time Parameters. A nurse shall request the supervisor of their unit to schedule time off by giving notice in writing to the staffing office at least two full four-week work cycles but not more than six cycles prior to the date when the earliest schedule covering such time off is to be posted. The Rehabilitation Hospital will respond in writing to such a 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 the same received on the earliest date by the staffing office.

10.7.2 PTO Accrual at Time of Request. In order for a nurse to receive approval for PTO they must have accrued at least twenty-five (25%) percent of the amount of PTO they are requesting at the time they submit their request. If, at the time of their scheduled PTO, the nurse does not have sufficient PTO accrued to cover the time off, they must first exhaust their available PTO and any remainder would be without pay.

1 **10.7.3 Requests Submitted During Off-Hours.** All PTO requests submitted shall
2 be considered as noticed to the Rehabilitation Hospital the next working day for
3 that office. PTO submitted on a calendar day of Saturday or Sunday shall be
4 considered noticed to the Rehabilitation Hospital on the Monday immediately
5 following the weekend. All such requests shall be date stamped for Monday's date.
6 Similarly, any PTO request submitted on a holiday shall be considered as noticed
7 to the Rehabilitation Hospital on the following weekday.

8
9 **10.7.4 Requests Submitted With Less Than Two Work Cycles' Notice.** If a
10 nurse requests time off with less than two full work cycles' notice, but at least two
11 weeks prior to the date when the earliest schedule covering such time off is to be
12 posted, the Rehabilitation Hospital will consider such requests in the order
13 received from among the nurses on the same shift, to determine if scheduling will
14 permit accommodation of the requests. A nurse may also request time off from the
15 Nurse Manager or designee after the schedule is posted. A nurse requesting
16 scheduled time off with less than two work cycles' notice runs an increased risk of
17 non-approval of the request due to non-availability of adequate core staffing.

18
19 **10.7.5 Conflicting Requests.** In the event two or more nurses on the same shift
20 request the same period of time off and such requests are received by the
21 Rehabilitation Hospital on the same date, the Rehabilitation Hospital will seek to
22 accommodate the requests, but, in the event the scheduling will not permit, the
23 Rehabilitation Hospital will notify the nurses of the unresolved conflict. The senior
24 such nurse shall be given preference provided that (a) they request such seniority
25 preference in writing no later than five days after notification by the Rehabilitation
26 Hospital of the unresolved conflict, and (b) they shall not be eligible to exercise
27 such right of seniority if they exercised it during the preceding two years.

10.7.6 Scheduled Time Off. Regularly scheduled bargaining unit nurses performing direct patient care duties shall be granted scheduled time off, per shift, based on core staffing. Core staffing for the purpose of this Article, is a set pre-determined number based on the average daily census, as reviewed on a quarterly basis, set forth by the Rehabilitation Hospital. It shall not be combined with positions not covered by this collective bargaining agreement for determining the minimum number of nurses to be granted PTO at the same time. Open or unscheduled positions shall not be considered in the determination of core staffing base for purposes of these minimums.

Scheduled time off due to absences under FMLA (Family and Medical Leave Act), PLO (Paid Leave Oregon), OFLA (Oregon Family Leave Act) or workers' compensation shall not be included in the minimums set forth above.

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

10.7.7 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 the Nurse Manager as soon as the employee becomes aware of the need, or at least three hours prior to the starting time for the applicable shift.

10.7.8 Rescission of Authorized PTO. The Rehabilitation Hospital may not rescind PTO once it is granted. A nurse may rescind a PTO request up to thirty 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 Rehabilitation Hospital consents.

10.8 PTO Guidelines. The PBPC shall develop PTO guidelines. These guidelines will be developed with the consensus of the Nurse Manager and the PBPC. The guidelines will be voted and approved by a majority of nurses. The vote shall be conducted by an ONA representative or designee. Copies of the approved guidelines will be kept in a place readily available to nurses, and will be sent to the Association. These guidelines shall address, at a minimum, (a) a definition of prime time; (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 or to transfer to a position that is not PTO-eligible. 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 cash out 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.

- 1 **10.10 Unavailable Days.** When a nurse is unavailable on unscheduled days, the nurse
- 2 will mark the day as unavailable in MyTime. The nurse will include a note as to the reason
- 3 for unavailability. The nurse shall not mark all non-scheduled days as unavailable days.

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 Rehabilitation Hospital.

11.1.1 Use of PTO. A regular nurse will be required to take their accrued PTO during the leave, except where required by law.

a. Notwithstanding the foregoing, for absences greater than thirty days, a nurse will be allowed to leave up to eighty accrued hours remaining in their PTO bank. Such a nurse shall designate to the Rehabilitation Hospital, 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. However, nurses receiving short term disability (STD) may supplement their STD payments with PTO to make up the difference between their weekly scheduled hours and STD payments.

11.1.2 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 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 months within any twelve 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 twelve-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 Rehabilitation Hospital consistent with applicable state and federal laws.

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 their PTO during the military leave. No length of service restrictions apply to this policy if the Nurse Manager 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 year.

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

11.6 Emergency Volunteer Leave. Subject to operational needs, Emergency Volunteer Leave may be granted to a nurse who is an affiliated volunteer with a recognized emergency responder volunteer association, to respond when activated. This leave may be granted for up to seven days. The Nurse Manager or designee will respond within 10 hours upon receipt of the request. A nurse may make additional requests for days after the first seven days have passed. A nurse shall be required to use PTO in accordance with PeaceHealth policy, if the nurse does not have PTO they can take the leave without pay.

1 **11.7 Return from Protected Leave.** Except as specifically provided elsewhere in this
2 article, nurses returning from a protected leave will be reassigned to their former position
3 or an equivalent position. For purposes of this provision, protected leave shall include
4 leaves designated as FMLA, PLO, or OFLA family or medical leave, military family leave,
5 and OVCCLA (Oregon's Victims of Certain Crimes Leave Act) leave.

6 **11.7.1 Qualification on Right to Reinstatement.** Notwithstanding the foregoing,
7 the Rehabilitation Hospital will not be required to reinstate a returning nurse to their
8 former position even if they had been employed during the leave, provided further
9 that proper notification of layoff or reorganization was made to the nurse in their
10 absence.

11
12 **11.7.2 Extension.** In the event that a nurse seeks extension of leave following an
13 FMLA-designated, PLO-designated, or OFLA-designated leave and wishes to
14 involve the Association in the discussion, the Rehabilitation Hospital and the
15 Association will meet to discuss a potential leave extension.

16
17 **11.7.3 Same Pay and Benefits.** Upon return from a leave of absence, the nurse
18 will receive the same step rate of pay, and accrue benefits at the same service
19 level as prior to the leave of absence.

20
21 **11.7.4 Worker's Compensation.** In the event of a leave of absence caused by an
22 injury for which the nurse has received worker's compensation benefits, the nurse
23 will be returned to their former position if the leave is for less than four months. If
24 such injury leave is four months or more, and the nurse's previous position is not
25 available, the first position suitable to their qualifications and interests will be
26 offered. The filling of such suitable and available positions shall proceed in
27 accordance with the job bidding and posting process described in Article 13. Said
28 process shall be modified, however, in the following respects

First, the process shall not continue beyond eight 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-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.

11.8 Return from Unprotected Leave. If the nurse is on an unprotected leave, and their position has been filled by another nurse, the nurse may bid on any open position suitable to their qualifications and interests or, if agreed to between the nurse and the Rehabilitation Hospital, may be granted a per diem position in the nurse's previously held shift and unit.

11.9 Absences with Pay.

11.9.1 Bereavement. After ninety 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 four scheduled shifts with pay within sixty 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 four shifts during the unanticipated absence, the employee will be granted bereavement leave for the total number of scheduled shifts 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 appropriate employer designee has the right to require proof of death (i.e., a copy of the death certificate) from the nurse.

11.9.2 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 their jury service ends on any day in time to permit at least four 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.

11.9.3 Court Witness. Nurses who are subpoenaed or requested by the Rehabilitation Hospital 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 Rehabilitation Hospital.

1 **11.10 Light Duty.** The Rehabilitation Hospital shall make a reasonable effort to
2 accommodate light or modified duties for a nurse on Workers Compensation. A regular
3 nurse on worker's compensation who is assigned light duty work shall continue to be
4 eligible for accrual of PTO and accrual of seniority, and shall be eligible for continuation
5 of retirement benefits and continuation of insurance benefits in accordance with the terms
6 of the applicable benefit plan.
7

ARTICLE 12 – SENIORITY

12.1 Seniority. Seniority shall mean the length of continuous service with the Rehabilitation Hospital, Sacred Heart Medical Center (SHMC), and Sacred Heart Home Care Services (SHHCS), as a nurse, combined. A nurse must be continuously employed with the Rehabilitation Hospital, SHMC, or SHHCS for the application of combined bargaining unit seniority.

12.2 Prior Service as LPN. A Licensed Practical Nurse (LPN) employed by the Rehabilitation Hospital who is employed as a nurse hereunder without a break in service with Rehabilitation Hospital, SHMC, or SHHCS, shall be entitled to seniority credit for one-half of all hours paid while employed as an LPN, as calculated under Section 12.4, in addition to their 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 agreements between the Association and PeaceHealth and who is later employed by the Rehabilitation Hospital as a nurse in the bargaining unit without a break in Rehabilitation Hospital or PHOR (PeaceHealth Oregon) service, will thereafter be credited with (1) their previously accrued seniority as a nurse (and accordingly will not be placed on probationary status), (2) their PTO accrual rate based upon total consecutive years of Rehabilitation Hospital or PHOR service, and (3) no less than their 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 Rehabilitation Hospital 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 Rehabilitation Hospital shall prepare and furnish to the Association a seniority list within thirty 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.

1 **12.4.2** Nurses hired between seniority lists shall be deemed to have less seniority
2 than all nurses on the most recent such list. The length of continuous service of
3 such a nurse shall be based on their most recent date of hire (not hours) until they
4 are placed on a seniority list, at which time their length of continuous service shall
5 be computed on the basis of hours paid since the most recent date of hire.

6
7 **12.5 Loss of Seniority.** Length of service shall be broken by (1) layoff for lack of work
8 which has continued for twelve or more consecutive months; (2) leave of absence, other
9 than a military or workers' compensation leave, which has continued for twelve or more
10 consecutive months; or (3) discharge.

ARTICLE 13 – FILLING OF VACANCIES

13.1 Posting of Vacancies. The Rehabilitation Hospital will post a list of vacancies covered by this Agreement to be filled. The posting will show the shift, shift length and numbers of hours per week of the vacancy. Vacancies will be communicated to all nurses when a requisition is approved. No vacancy shall be permanently filled unless it has been posted for a minimum of seven (7) calendar days. After the seven (7) day time period has expired, internal candidates shall be offered the position prior to an external candidate. Until the point in which an offer has been initiated by Talent Acquisition, should the external candidate not take the position, an internal applicant shall then be awarded the position per Article 13. 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. The most senior qualified nurse employed in the Rehabilitation Hospital 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 Rehabilitation Hospital for greater than one calendar year (including, for the first year of this Agreement, employment at Sacred Heart Medical Center), 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 Rehabilitation Hospital's choice of the more senior qualified nurse shall not be subject to challenge under the grievance procedure.

13.3 Charge Nurse Vacancies. Charge Nurse 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 Rehabilitation Hospital 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. The successful applicant shall receive a three-month trial period including orientation. If, during such trial period, the Rehabilitation Hospital or the nurse determines that the nurse should not be continued in the position, the nurse shall be reassigned to their former position if it is available or to the same shift and number of hours they held immediately prior to the trial period. The foregoing language shall also apply if the Rehabilitation Hospital 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 position.

13.4 Seniority Tie Breaker. 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 their most recent date of hire (not hours) as of the date of application. If the date of hire is the same, the nurse with the greater seniority hours shall be granted the position.

13.5 Posting/Bidding Exceptions. No vacancy under this section will be deemed to have occurred when the Rehabilitation Hospital, 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 Rehabilitation Hospital elects to use Section 13.2 or 13.3, no vacancy will be deemed to have occurred if the Rehabilitation Hospital, 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 calendar days. The qualified senior, part-time nurse applicant, whose primary job class is on the shift where such hours will be scheduled, will be given the first opportunity for such hours.

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

13.7 Position Acceptance and Rescission. Nurses will have forty-eight hours from the time a position is verbally offered to accept, decline or rescind (if previously accepted) the offered position. Offers will be made electronically. Weekend and holiday hours are not included in this forty-eight hour response time.

If a nurse, without regard to whether or not the nurse has begun working in their new position schedule, rescinds acceptance of the position after the forty-eight hour timeframe has passed, such rescission shall be treated as a resignation.

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

13.9 Position Review. Per diem nurses shall not be utilized in lieu of posting a new regular position. At the request of the Association, the Rehabilitation Hospital 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.

1 **13.10 Restoration of Prior Standing upon Reinstatement.** Any non-probationary,
2 non-temporary nurse who terminates from employment in the Rehabilitation Hospital
3 bargaining unit and is rehired by the Rehabilitation Hospital to a position covered by this
4 Agreement within a period of less than one year from the date of termination will (a) be
5 returned to the nurse's same wage step and position within the wage step as prior to
6 termination, (b) not be required to complete a new probationary period, (c) have their
7 seniority restored, exclusively for purposes of this Article, and (d) continue receiving the
8 same employer matching retirement contribution the nurse had been receiving prior to
9 termination.

10

ARTICLE 14 – WORKFORCE REDUCTIONS, LOW CENSUS, AND REORGANIZATION

14.1 Work Force Reduction. The Rehabilitation Hospital 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 which seniority pool(s) layoffs will be affected. The parties further agree:

14.1.1 Definitions. All employees on the same shift constitute a seniority pool. A layoff shall consist of a total elimination of a bargaining unit employee'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 Rehabilitation Hospital will assure that all bargaining unit employees covered by this Agreement are assigned a primary unit/site for purposes of this article, should they hold secondary jobs under Article 3.

14.1.2 Notice. The Rehabilitation Hospital shall give the impacted bargaining unit employees and the Association written notice of a reduction in force at least thirty (30) days prior to implementation. The notice shall provide detailed information regarding the purpose and scope of the reduction and the likely impact on positions. The Rehabilitation Hospital will meet with the Association, upon request, to discuss such action, provided that the Association promptly responds so as to allow the Rehabilitation Hospital to implement such reduction in personnel within thirty (30) days of receipt of such written notice.

14.1.3 Procedure. If the Rehabilitation Hospital 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 Rehabilitation Hospital 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 bargaining unit employees who occupy those positions shall be identified by inverse house-wide seniority and shall be notified of the elimination of their positions.
3. The bargaining unit employees identified and notified pursuant to paragraph two above shall receive a minimum of thirty (30) days' notice of the reduction, including the Rehabilitation Hospital seniority lists, list of open bargaining unit positions at the Rehabilitation Hospital, list of least senior bargaining unit employees, a copy of the severance policy, and their contractual rights. They shall choose, within twenty-one (21) calendar days of receiving the notice from the Rehabilitation Hospital of elimination of their position, and in order of seniority, one of the following options:
 - a. To displace bargaining unit employees with the least seniority in the seniority pool, provided the displaced bargaining unit employees are less senior than said bargaining unit employees,
 - b. To displace bargaining unit employees within a group of the least senior bargaining unit employees at the Rehabilitation Hospital,
 - c. To fill an open position in the bargaining unit,
 - d. To transfer to a Per Diem position in the unit and shift, or
 - e. To choose the severance benefit as specified in Appendix C.
4. Bargaining unit employees displaced pursuant to paragraph three above shall choose, within seven (7) calendar days of receiving notice of displacement, and in order of their seniority, one of the following options:
 - a. To displace bargaining unit employees within a group of the least senior bargaining unit employees in any seniority pool, provided the displaced employees are less senior than said employees,
 - b. To displace bargaining unit employees within a group of the least senior bargaining unit employees at the Rehabilitation Hospital,
 - c. To fill an open position in the bargaining unit, or
 - d. To choose the severance benefit as specified in Appendix C.

5. If the elimination of positions outlined herein results in unfilled hours, those hours, in the following order, (1) shall be offered in order of seniority to bargaining unit employee(s) having experienced a reduction or elimination of position hours, (2) shall be offered to remaining bargaining unit employees in the seniority pool on a seniority basis, and (3) may be posted as a new position.
6. Least senior displaced bargaining unit employees 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 C.
7. All bargaining unit employees 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 bargaining unit employees subject to displacement in the seniority pools referenced in paragraphs three and four above shall be in a manner (a) to allow displaced bargaining unit employees to exercise their seniority rights to move to a position for which they are qualified in the available seniority pool and at the Rehabilitation Hospital, and (b) to minimize the number of bargaining unit employees subject to being displaced.
9. If there are any open positions at the time of notice of the reduction in force, the Rehabilitation Hospital shall wait to fill such positions until bargaining unit employees impacted by the reduction in force have had an opportunity to exercise their layoff rights as detailed in Section 14.1.3, unless both parties mutually agree that specified position(s) should remain posted.

1 **14.1.4 Performance of Remaining Work.** The work remaining after a work force
2 reduction shall be performed by currently employed bargaining unit employees
3 until the Rehabilitation Hospital determines that recall shall be initiated. Neither
4 temporary nurses nor contracted agency/traveler nurses shall be utilized to
5 perform bargaining unit work as long as bargaining unit employees qualified for
6 and interested in such work remain on layoff status. Nor shall Per Diem Nurses be
7 utilized to perform work on a regularly scheduled basis that could be performed by
8 a bargaining unit employee on layoff status who is qualified for and interested in
9 being recalled for such work.

10
11 **14.1.5 Recall.** Bargaining unit employees shall have reemployment rights in
12 reverse order of layoff. When reemployment is offered by verbal or certified written
13 notice to a bargaining unit employee who has been laid off, the bargaining unit
14 employee will have seventy-two (72) hours to accept or reject the position(s)
15 offered. The Rehabilitation Hospital shall offer all open and available bargaining
16 unit positions to the laid off employee. If the bargaining unit employee fails to
17 respond within the seventy-two (72) hours, or if the employee rejects all positions
18 for which they are qualified, the bargaining unit employee forfeits all further right to
19 recall, and employment with the Rehabilitation Hospital shall be terminated. It shall
20 be the responsibility of the bargaining unit employee who has been laid off to
21 provide the Rehabilitation Hospital with the current telephone and/or address
22 where they may be reached. Nurses outside the Rehabilitation Hospital shall not
23 be employed for a vacancy in the bargaining unit if there is a bargaining unit
24 employee on the layoff list with the required experience and qualifications.

25
26 **14.1.6 Shift Preference.** A bargaining unit employee who accepts recall, or has
27 been displaced, to a position on a shift other than the shift from which the employee
28 was laid off or displaced, shall retain preference over all other applicants to return
29 to open positions on the employee's original shift, until return to that shift. This
30 preference, for which the Rehabilitation Hospital shall have no notification
31 obligation, shall continue for a period of one year from the date of displacement or
32 recall.

14.1.7 Seniority. Laid off and displaced bargaining unit employees shall be eligible to utilize seniority for job bidding for up to one calendar year from the effective date of their status change, if the employee 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, bargaining unit employees shall be placed on low census for the shift where the low census occurs in the following order: (1) agency/traveler and temporary nurses (unless a bargaining unit employee volunteers to be placed on low census ahead of such a nurse), (2) bargaining unit employees working at a premium rate of pay at the beginning of shift, including sixth and consecutive day pay, (3) volunteers, (4) Per Diem Nurses scheduled following the posting of the work schedule (EXAP), (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 bargaining unit employees, provided the remaining employees shall be qualified and available to perform the available work.

14.2.1 Equitable Rotation. For purposes of this provision, equitable rotation shall be defined as a system that assures that individual bargaining unit employees do not bear a disproportionate burden of placement on low census. The current system of equitable rotation shall be maintained, and any change to that system must be approved by consensus of the Nurse Manager and a simple majority of the staff nurses. Nurses who are intermittently assigned to an area shall be deemed qualified to perform in those areas for purposes of low census staffing adjustment.

1 **14.2.2 Placement On-Call During Low Census.** Nurses who have been placed
2 on low census in accordance with Section 14.2 may be placed on-call by the
3 Rehabilitation Hospital in accordance with Article 9.7 for the first half of their shift.
4 Employees will not be required to remain on-call for the remainder of the shift
5 unless they volunteer. If there are sufficient volunteers for call, then on-call will be
6 assigned among volunteers in the order of nurses who have lost the most
7 scheduled work. If there are insufficient volunteers, on-call will be assigned in the
8 reverse order of nurses who have been placed on low census and will be paid at
9 the on-call rate. Except as otherwise specified in this Agreement, nurses will not
10 be required to be on-call more than forty-eight hours in a four-week work cycle.

11
12 **14.2.3 Disproportionate Share.** If the Association believes that nurses on a shift
13 have taken a substantially disproportionate share of such involuntary days off
14 during the period of the preceding posted time schedule, the Association may bring
15 this to the attention of the Rehabilitation Hospital. Two Rehabilitation Hospital
16 representatives will then meet with two nurses designated by the Association to
17 review the involuntary days off data and, if such actual share is substantially
18 disproportionate, to discuss means of avoiding continuance or recurrence of such
19 disproportionate share.

20
21 **14.2.4 Mandatory Low Census Maximum.** The Rehabilitation Hospital will limit
22 assignment of mandatory low census to regular nurses to a maximum of twelve
23 percent of a nurse's regularly scheduled hours over six consecutive work cycles.

- 24 a. Hours count toward the mandatory low census maximum ("Maximum") only
25 when low census is assigned pursuant to Section 14.2 above in the order
26 of low census.
- 27 b. Low census hours will be considered voluntary and will not count toward the
28 Maximum if a nurse declines an opportunity to work during the scheduled
29 shift.
- 30 c. Hours shall not count toward the Maximum to the extent that the
31 Rehabilitation Hospital offers the nurse who is assigned low census an
32 opportunity, at least forty-eight hours in advance of such opportunity, to work
33 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 Rehabilitation Hospital may, notwithstanding Section 14.2 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. A nurse's use of PTO (scheduled or unscheduled) or voluntary low census shall not be taken into account for purpose of determining whether the nurse has exceeded the maximum low census hours. Nurses' maximum mandatory low census hours shall be calculated as follows for six consecutive cycles:

36 hrs/week, 0.9 FTE nurses = $36 \times 24 \text{ weeks} \times 0.12 = 103.68 \text{ hours}$

32 hrs/week, 0.8 FTE nurses = $32 \times 24 \text{ weeks} \times 0.12 = 92.16 \text{ hours}$

30 hrs/week, 0.75 FTE nurses = $30 \times 24 \text{ weeks} \times 0.12 = 86.4 \text{ hours}$

28 hrs/week, 0.7 FTE nurses = $28 \times 24 \text{ weeks} \times 0.12 = 80.64 \text{ hours}$

24 hrs/week, 0.6 FTE nurses = $24 \times 24 \text{ weeks} \times 0.12 = 69.12 \text{ hours}$

20 hrs/week, 0.5 FTE nurses = $20 \times 24 \text{ weeks} \times 0.12 = 57.6 \text{ hours}$

14.2.5 Protocol for Addressing Excess Low Census. The Rehabilitation Hospital will provide to the Association low census data within fourteen (14) days after the end of each work cycle. If the Association desires to discuss with the Rehabilitation Hospital its concerns regarding excess low census, it will arrange for a meeting with the Rehabilitation Hospital 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 ten percent of the core scheduled hours over a span of two consecutive cycles. When they meet, representatives of the Rehabilitation Hospital and the Association shall consider actions to remedy the situation, including:

- a. Allowing nurses to voluntarily reduce scheduled hours with continued benefit level and guaranteed return to scheduled hours for a specific number or cycles;
- b. 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;
- c. 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 days (14) thereafter.

- a. All time that a nurse is prevented from working their 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 twenty-five percent in a given cycle because of low census, the Rehabilitation Hospital 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 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 Rehabilitation Hospital 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 proposed increases or decreases in FTE status among bargaining unit members, changes in shift length and start times across shifts, and changes of positions within a seniority pool.

1 **14.3.1 Notice.** Prior to implementing a work force reorganization, the
2 Rehabilitation Hospital shall present the reorganization plan at a staff meeting with
3 an invitation to the Association. The Rehabilitation Hospital shall subsequently
4 provide the Association a detailed tentative reorganization plan at least sixty (60)
5 days in advance of the scheduled implementation date.

6
7 **14.3.2 Bargaining Rights and Obligations.** The Rehabilitation Hospital shall,
8 upon demand by the Association, bargain the impact of the work force
9 reorganization. The parties' bargaining rights and obligations shall be as follows:
10 The Rehabilitation Hospital shall agree to meet on a minimum of three occasions
11 during the allotted sixty (60) day period. After notice of reorganization is provided,
12 nurses designated for reorganization will not change status or hours until position
13 selection is completed. During the reorganization the parties will address the
14 potential need to extend the time parameters. At the written request of either party,
15 the negotiation timeline shall be extended not to exceed thirty (30) days without
16 mutual agreement. At the conclusion of the timeline, bargaining over the proposed
17 reorganization plan shall be deemed to be at an impasse and the Rehabilitation
18 Hospital shall have the right to implement the terms of its last proposal to the
19 Association.

20
21 **14.3.3 FTE Reductions or Increases.** In the event a reorganization involves
22 reductions in FTEs, the procedures outlined in Section 14.1.3 shall be followed. In
23 addition to the procedural obligations of this section, the Rehabilitation Hospital
24 agrees that it shall not, except as provided in Article 13.5, implement increases in
25 bargaining unit members' FTE status without the Association's consent. The
26 Association agrees to work collaboratively with the Rehabilitation Hospital in a
27 sincere and cooperative attempt to reach consent in the event the Rehabilitation
28 Hospital has proposed such increases, and to exercise a leadership role in this
29 regard.

1 **14.3.4 Evaluation.** The Rehabilitation Hospital and Association shall agree to
2 evaluate the effectiveness of the reorganization to identify additional changes that
3 may need to be made and evaluate whether the goals originally identified were
4 met. This will occur within 60 to 120 days after the implementation of the
5 reorganization.
6

ARTICLE 15 – HEALTH AND WELFARE

15.1 Health Insurance Benefit Program. All nurses in regular positions who are consistently scheduled for forty 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 Rehabilitation Hospital. 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, critical illness insurance, accident insurance, 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 Rehabilitation Hospital 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 Rehabilitation Hospital will pay 93% of the cost of the PPO medical plan premiums for employee coverage and seventy-seven percent 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 Rehabilitation Hospital 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 Rehabilitation Hospital 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 Rehabilitation Hospital 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 Rehabilitation Hospital 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 Rehabilitation Hospital 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.
- RNs with status hours of 40 or more in a pay period (.5 FTE) shall be eligible to participate in the Rehabilitation Hospital's Exclusive Provider Organization (EPO) plan in accordance with the Rehabilitation Hospital's policies regarding eligibility, payment, and benefits as applicable to a majority of the Rehabilitation Hospital's employees who are in any bargaining unit or not in a bargaining unit.

Nurses who receive an overpayment of employer benefit contributions due to Rehabilitation Hospital error shall not be required to repay the Rehabilitation Hospital for any overpayment more than 45 days old.

15.2 Benefit Maintenance and Changes. In no event shall bargaining unit nurses receive a level of benefits that is less than the level received by a majority of the Rehabilitation Hospital's non-bargaining unit employees. The Rehabilitation Hospital shall not modify its programs of health insurance regarding eligibility, payment, or benefits, without providing the Association of the intended modifications at least sixty (60) days in advance of their effective date and shall meet, upon request by the Association, to bargain over the proposed changes prior to their implementation.

15.2.1 Information Requests. The Rehabilitation Hospital 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 Rehabilitation Hospital shall forward to Association plan changes and insurance amendments at least ninety (90) days prior to implementation, and rate changes at least thirty (30) days prior to implementation.

The Rehabilitation Hospital will provide notice of the time frame for open enrollment at least two 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 Rehabilitation Hospital receive.

15.3 Employee Health Services. At the beginning of employment and thereafter as determined by the Rehabilitation Hospital based on a TB assessment, the Rehabilitation Hospital 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 Rehabilitation Hospital at no cost to the nurse.

15.4 Communicable Diseases. When a nurse is required by the Rehabilitation Hospital 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 Rehabilitation Hospital will pay the nurse at the nurse's straight-time rate of pay for scheduled hours lost, for up to fourteen days. A nurse, under this provision, shall be assumed to have been exposed at work in the event that a co-worker, patient they cared for, or others who were present during care, on a shift they worked, who is positive or later tests positive for the same disease. This section will not be applicable when (a) the nurse is eligible for workers' compensation or other disability insurance benefits for which the Rehabilitation Hospital has made contributions, or (b) the nurse, after having received actual or constructive notice in writing of this provision, has refused the Rehabilitation Hospital's offer of timely vaccination in connection with such disease except for medical or religious reasons. However, this provision shall apply, and this benefit utilized to cover the time between the loss of work and when workers' compensation or other disability insurance benefits begin. In the event of an actual or potential pandemic or epidemic, the Association and the Rehabilitation Hospital will meet to discuss guidelines for maintaining employee and patient safety and compensation for hours lost.

15.5 Retirement Plan. The Rehabilitation Hospital 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, and matching contributions from the Rehabilitation Hospital.

15.6 Health and Safety. The Rehabilitation Hospital 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 Premium Reduction Program. The Rehabilitation Hospital will continue to offer a Premium Reduction 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. Employees whose household income is less than two hundred fifty percent 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) the first of the month following the approval of their application.

15.8 Employee Discount. The Rehabilitation Hospital will offer nurses and their dependents covered under Employer medical plans the most favorable discount for services rendered at PeaceHealth facilities, providers, and laboratories.

15.9 Enhanced Chronic Condition Program. Nurses and covered dependents 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, coronary artery disease, and hypertension.

- 1 **15.10 Insurance Expenses incurred at PeaceHealth Facilities.** Nurses covered under
- 2 PeaceHealth health insurance plans who have outstanding balances to PeaceHealth
- 3 facilities and/or providers will be offered a reasonable payment plan upon request. Nurses
- 4 that comply with the payment plans will not be subject to further collections or
- 5 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 their 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 their immediate supervisor or designee.

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

Professional development is a shared responsibility. The Rehabilitation Hospital agrees to maintain a continuing education program for all nurses. Each nurse is encouraged to present suggestions for improving the program to their supervisor. Nurses required to attend trainings and/or certifications as outlined below 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 Rehabilitation Hospital 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 Rehabilitation Hospital'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 their normal shift, the nurse may choose to attend and be compensated for that function held at an alternative time outside of their 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 Rehabilitation Hospital to attend an in-service or training outside of their normal shift, time spent at such functions will be considered as time worked under this Agreement. When reasonably possible, the Rehabilitation Hospital shall make mandatory trainings and in-services available to nurses on all shifts. In the event a nurse is required by the Rehabilitation Hospital 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: CRRN, BLS, ACLS, PALS, NRP, TNCC, and NIHSS will be compensated at the applicable rate of pay for all hours spent in the certification course. This includes certifications obtained by charge nurses hired before May 23, 2019 who chose to obtain a certification in lieu of obtaining a BSN. The Rehabilitation Hospital shall reimburse a nurse for the cost of obtaining any certifications and recertifications required for their position. Funds identified in Article 16.3 should not be used for required certifications including for credentials held by charge nurses referenced above. Nurses who are unable to schedule a class due to scheduling conflicts shall consult their Nurse Manager or designee to determine opportunities to obtain the certification, at least 45 days prior to expiration. If a nurse and the nurse manager are unable to resolve the scheduling conflict(s) and the nurse is required to miss a shift of work to attend the scheduled class, the nurse shall be compensated for all regular hours the nurse would otherwise have worked on that shift. An evening or night shift nurse who is taken off the schedule under these circumstances shall be compensated for all regular hours the nurse would otherwise have worked on that shift. The Rehabilitation Hospital shall keep track of each nurse's required certification and their expiration date and ensure the availability of a sufficient number of classroom slots to accommodate those nurses obtaining their certification in the quarter they expire.

16.2.4 Mandatory Meetings. A minimum of one 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 meetings shall be scheduled by the Rehabilitation Hospital if a majority of the nurses vote in favor of this type of professional collaborative forum. The Rehabilitation Hospital shall have the discretion to determine whether a nursing meeting is required or voluntary, but a nurse will not be required to attend more than six 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 program start and stop times.

1 **16.3 Educational Hours and Expenses.** An annual maximum of nine hundred (900)
2 hours paid at straight-time rates shall be provided by the Rehabilitation Hospital for nurses
3 who have been employed by the Rehabilitation Hospital for at least six months, to attend
4 non-mandatory educational programs on or off Rehabilitation Hospital premises. Further,
5 effective September 25, 2026, \$15,000.00; effective July 1, 2027, \$18,500.00; and
6 effective July 1, 2028, \$22,500.00 shall be provided by the Rehabilitation Hospital to
7 assist participating nurses in meeting registration fees and related expenses in
8 conjunction with attending such educational programs.

9 **16.3.1 Allocation.** The appropriate Rehabilitation Hospital official(s) shall
10 determine and administer the allocation of funds and education days from this
11 budget proportionally to the full-time equivalent nurses, as of July 1 of each year,
12 and shall report quarterly, if requested, to the PBPC regarding disbursements from
13 the budget set forth above. The PBPC shall have the authority to review
14 disbursements of these funds in order to ensure they are being allocated per the
15 requirements of this article. Information provided to the PBPC for this review shall
16 include but not be limited to requests, denials, approvals and actual
17 reimbursements. As of April 1 of each year, all funds and education days that have
18 not been approved will be pooled and be made available to all bargaining unit
19 nurses.

1 **16.3.2 Criteria for Use.** Educational days and funds must be used for bona fide
2 education related to the nurse's current position or likely nursing opportunities
3 within the Rehabilitation Hospital, which will benefit both the Rehabilitation Hospital
4 and the nurse. Educational offerings for basic core competencies required for the
5 nurse's current position shall be excluded. The days and funds utilized for non-
6 mandatory in-house educational offerings shall be limited to formalized public class
7 or workshop offerings typically associated with CEU credits or nursing practice
8 enhancement, unless otherwise approved by the PBPC. The funds may also be
9 utilized for reimbursement to a nurse for the cost of a certification or re-certification
10 examination upon the nurse's successful completion of the examination. Funds
11 identified in this article shall not be used for required certifications including for
12 credentials held by Charge Nurses hired before May 23, 2019, who have chosen
13 to obtain a certification in lieu of obtaining a BSN. The PBPC shall determine
14 compliance with these fund criteria. The Rehabilitation Hospital may require nurses
15 to make oral and/or written presentations regarding their educational experience
16 to other Rehabilitation Hospital staff.

17
18 **16.3.3 Hours Compensated.** A nurse granted an education day on the nurse's
19 regularly scheduled day of work shall be compensated for all hours that the nurse
20 would otherwise have worked. An evening or night shift nurse who is taken off the
21 schedule the evening or night shift before the education day shall be compensated
22 for all regular hours the nurse would otherwise have worked on that shift. A nurse
23 granted an education day on the nurse's regularly scheduled day off shall be
24 compensated eight hours at the nurse's regular rate of pay.

1 **16.3.4 Procedure and Program Guidelines.** Requests for educational days
2 should be made no later than two weeks prior to the posting of the schedule
3 covering the period in which the days are sought. The Rehabilitation Hospital will
4 respond to all requests no later than four weeks before the posting of the schedule.
5 The education time off requests shall be considered at the same time as PTO
6 request made with less than two work cycles notice as outlined in Article 10.7.4. If
7 nurses are concerned about registration or refund deadlines, they shall make such
8 concerns known, with supporting documentation, at the time of the request for
9 educational days. Approval of educational day requests shall be subject to staffing
10 needs on the date(s) requested and shall not be unreasonably denied. Such
11 staffing needs shall be defined to include the minimum numbers of nurses allowed
12 off as specified in Article 10. When the full number of educational day requests
13 cannot be approved, preference will be given to the earliest received request(s). A
14 nurse's education day request shall not be granted if the same day has previously
15 been granted as PTO.

16 The provisions of this paragraph may be varied or supplemented by agreement
17 between a majority of the nurses. Such agreement will be in the form of PBPC
18 Guidelines, copies of which will be kept on site and in Nursing Administration and
19 will be sent to the Association. The PBPC shall determine guidelines for pooled
20 funds and days.

21
22 **16.3.5 Per Diem Application.** A Per Diem Nurse shall be eligible for educational
23 days and expenses if the nurse, consistent with Article 3.6, has met the availability
24 requirements during the designated period immediately preceding the date of
25 application and during the designated period in which the application is made. This
26 restriction shall not apply if the Per Diem Nurse was not in a Per Diem status for
27 the full designated period prior to the educational offering. This requirement may
28 not be amended by PBPC Guidelines.

1 **16.3.6 Disclaimer of Liability.** The Rehabilitation Hospital assumes no liability
2 whatsoever for any nurse while traveling to or from or attending any non-
3 Rehabilitation Hospital related outside activity, off the premises of the
4 Rehabilitation Hospital, to the extent allowable by law.

5
6 **16.4 Tuition Reimbursement.** In addition to the funds available under Section 16.3
7 herein, the Rehabilitation Hospital shall provide an annual maximum of \$10,000.00 to
8 assist nurses in meeting the cost of tuition books and associated expenses for classes
9 that are part of a program to obtain a BSN or MSN. To qualify for reimbursement, the
10 nurse must complete the class or program with a passing grade if no grade is provided
11 or at least a grade of B. The PBPC shall be responsible for developing and periodically
12 revising the criteria and parameter pertaining to access and distribution of these funds.
13 The Rehabilitation Hospital shall provide the PBPC and PBPC with bi-annual reports on
14 the disbursement of these funds, including fund balance, and names, and FTE of the
15 nurses who have applied for the funds, whether those applications were accepted or
16 rejected, and who have received the funds. All bargaining unit nurses, including Per
17 Diems, shall be eligible for tuition reimbursement funds negotiated under this article. In
18 addition to these funds, nurses may qualify for tuition reimbursement through the grant
19 provided to PeaceHealth Oregon Network Nurses as determined by the tuition
20 reimbursement policy. These funds will remain available until exhausted or terminated
21 according to the program guidelines. The funds available through PeaceHealth tuition
22 reimbursement program are not to be conflated with the funds under this collective
23 bargaining agreement.

24
25 **16.5 Education Employment Obligation.** The Rehabilitation Hospital reserves the right
26 to require that each nurse attending an educational program, including formally organized
27 in-house training programs (excluding orientation), for ten or more working days at
28 Rehabilitation Hospital expense sign a contract guaranteeing their continuing
29 employment at PeaceHealth for at least one year following attendance, or that the nurse
30 shall reimburse the Rehabilitation Hospital, including authorization for payroll deduction,
31 for payments in relation to such program on a prorated basis if a voluntary termination
32 should occur within that time period.

1 **16.6 Extended Training Programs.** The Rehabilitation Hospital may periodically
2 sponsor training programs that require extensive class work, internship, and orientation.

3 **16.6.1 Selection.** The qualified senior nurse applicant shall be given the first
4 opportunity to fill the vacancy. However, the Rehabilitation Hospital may give such
5 opportunity to a junior qualified nurse applicant based on such criteria as the
6 applicant objectively having more total years of nursing experience, years of
7 experience in the area for which the training is being offered, and/or demonstrated
8 motivation, education, skills or ability. The Rehabilitation Hospital will develop a
9 selection tool that incorporates the appropriate selection criteria for evaluating
10 applicants for extended training positions. The Association shall receive a copy of
11 the selection tool upon completion. The applicable posting shall indicate that an
12 extended training opportunity is available.

13
14 **16.6.2 Trial Transfer to New Trained Position.** A nurse who is selected for
15 training shall be on a trial period for as long as such training and orientation to the
16 new position continues in effect. If, during such trial period based upon clinical
17 performance, the Rehabilitation Hospital or the nurse determines that the nurse
18 should not continue to be trained or oriented for such position, the nurse shall be
19 returned to their former position (if available) with seniority restored, or to their
20 original shift as a Per Diem Nurse.

21
22 **16.6.3 Shift Preference.** A nurse who is unsuccessful during the trial period shall
23 also retain preference over all other applicants to return to open positions on the
24 nurse's original shift and retain seniority. This preference shall begin as of the date
25 the nurse leaves the program or orientation within the time parameters specified
26 above and shall end as soon as the nurse accepts position on their shift.

27
28 **16.6.4 Position Bidding.** Upon completion of the extended training program, the
29 nurse must bid for available posted positions for which the nurse is then qualified.
30 Posted qualification for such specialized positions may waive specific experience
31 requirements for graduates of the training program.

1 **16.6.5 Reimbursement Obligation.** The Rehabilitation Hospital may require a
2 nurse to agree, at or before the commencement of such training, to reimburse the
3 Rehabilitation Hospital for costs associated with the training, up to a maximum of
4 \$5,000.00, in the event that the nurse upon substantial completion of the program
5 declines to accept an available position for which the nurse has been trained or to
6 remain in the position for a maximum of two years. This amount shall diminish
7 proportionately over the two-year period. This obligation shall no longer apply if the
8 nurse is unable to continue serving in the position for the required period due to
9 circumstances beyond the nurse's control.

**ARTICLE 17 – MANDATORY TRAINING, EDUCATION, AND BADGE
CREDENTIALS**

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

17.1.1 Mandatory Training Offerings. The Rehabilitation Hospital shall provide nurses advance notice of at least four 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 Rehabilitation Hospital shall provide nurses sufficient opportunity to timely complete their annual mandatory trainings. Such opportunity maybe made available through various measures, which may in the Rehabilitation Hospital's discretion include any or all of the following:

1. Providing a specified number of non-regularly scheduled hours for a nurse to devote to mandatory training.
2. Conducting seminars and/or unit in-services on mandatory training issues.
3. 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 days in advance. These trainings shall be scheduled at suitable times for all shifts.
4. At the request of the nurse, to the extent required during regularly scheduled hours, allowing the nurse sufficient uninterrupted time with no patient care responsibilities to complete training modules.

17.1.2 Mandatory Training Completion. It shall be the responsibility of each nurse to gain a clear understanding of all mandatory trainings they 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 percent of their mandatory training requirements by a designated annual completion date, which will not be changed more than once during the life of this Agreement.

1 **17.1.3 Rehabilitation Hospital Notification.** The Rehabilitation Hospital will
2 remind nurses in writing of their obligation to timely complete their mandatory
3 training requirements at least two months prior to the designated annual
4 completion date. Within thirty days after the designated annual completion date,
5 the Rehabilitation Hospital shall notify each nurse who according to its records has
6 not completed their mandatory training requirements, and shall provide clear
7 direction that the nurse may obtain all information for completing such
8 requirements from the nurse's manager. Nurses will have the opportunity to correct
9 any perceived errors in the Rehabilitation Hospital's notice of non-compliance.

10
11 **17.1.4 Exception to Four-Month Notice Provision.** If there is a compelling
12 regulatory or patient safety issue(s) that requires a more vigorous timeline, training
13 may be exempt from the four-month notice. An exception to the four-month notice
14 obligation in paragraph one above may apply when the Chief Nursing Officer or
15 designee authorizes such an exception and submits such authorization to the
16 Association and local Association leadership council members for review and
17 approval. The Association may, within ten business days of such notice, contact
18 the Chief Nursing Officer or designee to discuss any concerns or issues the
19 Association may have. Failure to establish such contact will be deemed an
20 agreement with the exception. If agreement cannot be reached on the conditions
21 for implementing the training, an exception will not be granted. The Association will
22 not unreasonably withhold its agreement. The Rehabilitation Hospital will not
23 implement any training pursuant to the exception in this paragraph during the last
24 thirty days of the mandatory training year.

25
26 **17.1.5 Preservation of Contract Rights.** This provision shall not impede the
27 Rehabilitation Hospital's right to administer discipline pursuant to Article 6, nor
28 impede the nurse's or Association's right to file a grievance pursuant to Article 7
29 for noncompliance with the intent of this article.

30
31 **17.2 Reimbursement for Educational Expenses.** Nurses shall submit their approved
32 educational expenses to the designated representatives for the Rehabilitation Hospital
33 within forty-five (45) days of the expenditure for reimbursement.

1 For pooled funds, nurses shall submit expenses within forty-five (45) days from when
 2 pooled funds are made available.
 3 All educational expenses will be reimbursed within forty-five (45) days of the submission
 4 of the required documentation.

5
 6 **17.3 Name Badges with Credentials.** The Rehabilitation Hospital agrees to provide,
 7 upon request of the nurse and at no cost to the nurse, name badges that contain
 8 advanced education degrees and nationally recognized nursing certifications in
 9 accordance with Article 9.11 of this Agreement. At the time of the request, the nurse must
 10 provide the specific information desired on the badge. Requests for new badges shall not
 11 be made less than twelve (12) months after issuance of a prior badge. This Agreement is
 12 made with the understanding that the size of the badge may limit the information that can
 13 be contained on the badge.

14
 15 **17.4 Charge Nurse Education.** Charge nurses hired into the role of charge nurse with
 16 PeaceHealth prior to May 23, 2019 are required to have their Bachelor of Nursing within
 17 thirty-six (36) months from the start date of the charge nurse role.
 18 If hired as a charge nurse at PeaceHealth prior to May 23, 2019, the nurse must have a
 19 Bachelor of Nursing *or* maintain specialty certification. The appropriate certification shall
 20 be determined by mutual agreement between the Nurse Manager or designee and the
 21 charge nurse with input from the PBPC for the list of approved certifications.

ARTICLE 18 – COMMITTEES AND COUNCILS

18.1 Nurse Staffing Committee (NSC). The NSC will have as its primary goal to ensure that the Rehabilitation Hospital is staffed to meet the healthcare needs of patients pursuant to ORS 441.154 Oregon Hospital Nurse Staffing Law. The committee shall consist of an equal number of direct care Registered Nurses and management representatives, with a minimum quorum as established by the NSC charter. Time spent in NSC meetings shall be paid at the nurses' regular rate of pay. Only equal numbers of management representatives and direct care nursing staff may vote. If the Rehabilitation Hospital wishes to change these arrangements, it shall first review the matter with the Association and the NSC.

18.1.1 Staffing System. The Rehabilitation Hospital 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 NSC shall be responsible for the development and implementation of a written Rehabilitation Hospital-wide staffing plan for nursing services. The staffing plan shall be developed, monitored, evaluated and modified by the NSC consistent with ORS 441.155, all changes in structure proposed by the Rehabilitation Hospital that (1) support the staffing plan, (2) affect direct patient care, or (3) change the direct patient care staffing matrix will be discussed, reviewed, and approved by the NSC prior to implementation.

18.1.2 Staffing Plan. In accordance with these legal requirements there shall be an appropriate complement of non-nursing ancillary and support staff to maintain a safe workplace for nurses, other staff, and patients. The nurse staffing plan (Appendix D) must include a mechanism to measure patient acuity and nursing care intensity. A patient acuity and workload intensity tool shall be adopted by the Program Based Practice Council (PBPC) in accordance with the process for adoption of a staffing plan. This tool will be included with the staffing plan for approval by the NSC. The Rehabilitation Hospital will make every reasonable effort to maintain appropriate staffing levels, supported by the acuity and intensity tool, for the duration of the shift. The Rehabilitation Hospital will collaborate with the NSC to support the development of staffing plans aligned to professional organizations' standards and guidelines.

1 **18.1.2.1** The plan will be established by a consensus of the manager and a
2 majority of the members of the PBPC. If no consensus is reached, the
3 PBPC and Nurse Manager shall bring the disputed plan(s) to the NSC for
4 resolution. If consensus is reached in the PBPC, the plan shall be put
5 forward to the staff nurses and non-RN direct care staff whose services are
6 covered under the staffing plan, for a vote conducted by the Association
7 representative or designee. The PBPC will make available for review to all
8 eligible staff (i.e., staff nurses and non-RN direct care staff as defined
9 above), including Charge Nurses and the Nurse Manager, proposed
10 changes to the plan before bringing them to the NSC for approval. The plan
11 will be established by the majority vote of eligible staff. If the plan is not
12 approved by the majority of the staff nurses, it will be returned to the PBPC
13 to revise based on feedback from the staff nurses and then resubmitted for
14 vote.

15 The plan should be evaluated utilizing only evidence-based criteria,
16 including nursing sensitive quality indicators collected by the Rehabilitation
17 Hospital and provided to the PBPC and the NSC.

18
19 **18.1.3 Quality Assurance.** The Rehabilitation Hospital NSC shall evaluate and
20 monitor the staffing plan for effectiveness and revise the staffing plan as necessary
21 as part of the NSC's quality assurance process on an annual basis. The
22 Rehabilitation Hospital NSC shall maintain written documentation of these quality
23 assurance activities including the percentage of shifts for which staffing differed
24 from what is required by the staffing plan. The PBPC will be responsible for
25 reviewing and either amending or re-approving the staffing plan prior to submission
26 for approval to the staffing committee. The PBPC shall review and revise the
27 staffing plan and applicable evaluation criteria a minimum of once per year. This
28 annual process will include a review and revision of non-nursing support
29 structures, and any identified opportunities for improvement will be brought forward
30 to the NSC for escalation to the Rehabilitation Hospital. Nurse representatives from
31 the NSC shall attend PBPC meetings on a quarterly basis in order to assist with
32 plan development and evaluation. These NSC representatives shall be paid for the
33 time in attendance at such meetings.

18.1.4 Staffing Training. Once a year, the PBPC Chair and NSC representatives will meet to review any new nurse staffing legislation or revisions to the Oregon Hospital Nurse Staffing Law. Time spent in such meeting will be on paid time.

18.1.5 Staffing Pilot Programs. Pilot programs that alter the current approved staffing plan, shall be brought to the NSC for review and approval prior to being implemented. Pilot programs shall include timelines for periodic evaluations during the duration of the pilot and a date by which the pilot will be completed. The NSC shall receive regular updates on the progress of the pilot as well as a final evaluation once the pilot has been completed. No pilot program shall be allowed to continue indefinitely, nor be implemented unless approved through the processes in this Article.

18.1.6 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 will be deemed modified in accordance with such changes, but not in replacement of this Article.

18.1.7. Evaluation of Staffing Method. The Rehabilitation Hospital 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 Forms (SRDF) data, and Oregon Health Authority (OHA) findings will be utilized as part of the evaluation of the adequacy of the staffing system.

1 **18.2 Labor Management Committee (LMC).** A committee consisting of Rehabilitation
2 Hospital representatives and bargaining unit representatives shall meet every other
3 month, not to exceed two hours unless extended by mutual agreement with the intent of
4 proactively resolving contract and other workplace issues. For the duration of this
5 Agreement, mutually agreed periods of time in LMC meetings will be dedicated to a
6 discussion of subjects related to the impact of health care reform on the delivery of patient
7 care at the Rehabilitation Hospital, including enhancement of the patient experience and
8 reductions in cost. These meetings shall be utilized to clarify contract interpretations,
9 address workplace issues as they arise, and reach new supplemental agreements when
10 necessary. Time spent by bargaining unit members of the LMC attending such meetings
11 shall be compensated at the nurse's regular rate of pay. The Rehabilitation Hospital will
12 seek in good faith to allow nurses the necessary time off for participation in committee
13 meetings, subject to the operational requirements of the Rehabilitation Hospital. Nurses
14 shall not suffer a loss of scheduled hours due to their participation in committee meetings,
15 provided they are willing to work the make-up hours (at the regular rate of pay) necessary
16 to reach their scheduled status.

17 **18.2.1 Monthly Review of Meal and Rest Period Data.** Data indicating the
18 number and percentage of missed meals and breaks shall be provided to the
19 Association, the LMC, the NSC and PBPC chairs on a monthly basis. The parties
20 will review trends to determine if meal and break plans are adequate to ensure
21 nurses are receiving their uninterrupted meal and rest breaks. This data will also
22 be used by the NSC and LMC to oversee the development of action plans
23 developed by the PBPC and to identify best practices. The goal is to work
24 collaboratively to find a way to solve the problem of missed meals and breaks.

25
26 **18.2.2 Labor Management Health Benefits.** The Association may appoint up to
27 two (2) representatives from the bargaining unit to participate on the Labor
28 Management Health Benefits Committee at Sacred Heart Medical Center. All
29 employee representatives on the committee will be paid for time attending
30 meetings.

1 **18.3 Program Based Practice Council (PBPC).** Such a council will be responsible for
2 making recommendations and accomplishing tasks related to Rehabilitation program
3 goals and policies related to interdisciplinary patient care (including operational, clinical,
4 standardization, staffing and scheduling, budgetary, risk management, patient safety,
5 employee safety, quality improvement and peer review issues). The Nurse Manager is an
6 ad hoc, non-voting members of the PBPC. A standing or ad hoc subcommittee or task
7 force consisting of nurses only shall be established to deal with issues specific to the
8 practice of nursing or contractual guidelines (e.g., PTO, on-call, education), including the
9 review and amendment of nursing competency and skill checklists. Any meeting dealing
10 with contractual issues shall include the ONA Representative or ONA designee and be
11 reflected in the minutes. All recommendations made by such committees must be in
12 compliance with the current contract and with applicable legal requirements. The PBPC
13 may set aside time for voting members only to meet.

14 **18.3.1 Charter and Bylaws.** The PBPC charter and by-laws and any proposed
15 changes shall be developed with input from the PBPC chairs or co-chairs. The
16 charter and bylaws shall be provided to the Association for review to ensure
17 compliance with the collective bargaining agreement prior to implementation or
18 modification.

19
20 **18.3.2 Member Selection.** Nurse members of the PBPC will be accepted on a
21 voluntary basis. If the number of nurse volunteers exceeds the number of nurse
22 vacancies, as determined by the council, then nurse members will be determined
23 by majority vote among nurses. This vote shall be conducted by an Association
24 representative or designee. Councils are encouraged to include representatives
25 from all areas of nursing practice and from all shifts.

26
27 **18.3.3 Chairperson Selection.** Committee members shall, by consensus, select
28 a staff nurse to serve as chair of any such committee. It is expected that the chair
29 of any such committee shall serve for a term of twelve months. Upon request by
30 the chairperson, assistance (including a co-chair role if desired) will be made
31 available by the Nurse Manager to the selected chair in their role.

1 **18.3.4 Agenda and Minutes.** Committee and subcommittee agendas shall be set
2 with input from the group participants, including Nurse Managers and assistant
3 Nurse Managers. The PBPC chair shall be responsible for setting the meeting
4 agendas.

5
6 **18.3.5 Issue Resolution.** Decisions and recommendations shall be by consensus,
7 or as otherwise specified by this Agreement. Only PBPC voting members may vote
8 on recommendations. PBPC recommendations will be put forward as a vote to all
9 staff nurses. The vote shall be conducted by the Association representative or
10 designee and shall be determined by a simple majority. Nursing issues that cannot
11 be satisfactorily resolved at the PBPC level may be forwarded to the appropriate
12 committee (e.g., NSC, LMC, etc.) and/or the Association Leadership Council for
13 processing. All such referrals shall be reflected in the minutes. If forwarded to the
14 PBPC and/or the Association Leadership Council, they will review all such issues
15 of concern and determine if further action is warranted.

16
17 **18.3.6 Meal & Break Plans.** The Rehabilitation Hospital will maintain a written plan
18 designed to provide meal and rest periods in accordance with Section 8.5. This
19 plan will be a component of the program staffing plan. Based on the program's
20 written plan the Rehabilitation Hospital shall provide an appropriate skilled nurse
21 to relieve other scheduled nurses for their meal and rest breaks. Plans will be
22 modified by the PBPC and ratified by consensus of a majority of the staff nurses
23 and review of the nurse manager. If consensus is not reached, the plan(s) will be
24 referred to the NSC.

1 Once developed and approved by the PBPC and the nursing manager, the
2 guidelines will be subject to a vote of nurses per contract. Modifications requested
3 by the Rehabilitation Hospital shall also be subject to the same contractual process
4 of voting at the PBPC and nurses. Any revisions will be subject to the contractual
5 voting process for approval by the PBPC and a vote by the nurses consistent with
6 Article 8.5.1. Final Rehabilitation program guidelines and any subsequent
7 revisions will be provided to the Association upon request. The Association shall
8 have the right to meet with the department leadership and PBPC regarding any
9 concerns that arise from the proposed guidelines. The Rehabilitation Hospital
10 reserves the right to return the guidelines to the PBPC to request modifications at
11 any time. The language in 18.1.2 applies to this Section.

12 The Rehabilitation Hospital will make a reasonable effort not to regularly assign
13 Charge Nurses or facilitators a primary patient assignment, unless otherwise
14 agreed to, so that they may assist in meal and rest period coverage. The
15 Rehabilitation Hospital will schedule sufficient staff to implement this plan. The
16 Rehabilitation Hospital will provide copies of the plans to the Association.

17
18 **18.3.7 Corrective Action Related to Clinical Performance.** Corrective Action
19 related to clinical performance and judgement issues may be subject to clinical
20 performance peer review by the PBPC, at the committee's discretion and at the
21 nurse's request. A summary of the committee's investigation shall be shared with
22 the Rehabilitation Hospital and may be attached to the disciplinary action in the
23 nurse's personnel file at the Association's discretion. The nurse's anonymity during
24 such investigations shall be strictly maintained, limited to a need-to-know basis.

1 **18.3.8 Responsibility.** The Rehabilitation Hospital recognizes the responsibility of
2 the PBPC to make written recommendations to the Chief Nursing Officer regarding
3 objective measures to improve patient care and to advise and assist the
4 Rehabilitation Hospital regarding guidelines and priorities for expenditures from
5 the professional development funds specified in Article 16. The recommendations
6 will be duly considered. A written response will be made to the PBPC within ten
7 working days or a mutually acceptable period of time. The Rehabilitation Hospital
8 will thereafter give due consideration to the recommendation and will advise the
9 Committee of action taken.

10
11 **18.3.9 Staffing Issues and Staffing Request and Documentation Forms**
12 **(SRDFs).** The Rehabilitation Hospital further recognizes the responsibility of the
13 committee to consider staffing issues, and to facilitate communications between
14 bargaining unit members and management regarding staffing issues that arise.
15 Moreover, in the mutual interest of resolving such issues internally whenever
16 possible, the committee shall meet with the Chief Nursing Officer regarding any
17 issue involving unsafe staffing or patient care that they are considering taking to
18 an outside agency. In addition, the PBPC will notify the Chief Nursing Officer in
19 writing prior to contacting such agency. Nurses are encouraged and expected to
20 notify their manager, house supervisor/house coordinator or Charge
21 Nurse/facilitator of staffing issues as close as possible in time proximity to the
22 event(s) giving rise to the staffing concern and if practical prior to submitting an
23 ONA Staffing Request and Documentation Form (SRDF). If notice is provided to
24 the Charge Nurse or facilitator, then the Charge Nurse/facilitator is expected to
25 notify the manager or house supervisor/house coordinator of the staffing issue
26 without delay. The Rehabilitation Hospital will assure that documentation of staffing
27 deficiencies and requests are not discouraged. Retaliation or intimidation of an
28 individual nurse who submits documentation of staffing deficiencies is
29 inappropriate and shall not be tolerated. A nurse who fills out such a report shall
30 submit it to their immediate supervisor with a copy to the committee for concurrent
31 review. A member of nursing administration, upon the committee's request, will
32 attend the committee's next scheduled meeting to review with the committee any
33 such reports received within the past month. The appropriate nursing administrator

or designee shall respond within thirty (30) calendar days in writing to each nurse submitting such a report and will send a copy to the PBPC chair and NSC co-chairs.

18.5 Workplace Safety Committee (WSC). The Association will appoint at least one (1) nurse to the Rehabilitation Hospital's Workplace Safety Committee, or any committee designed by the Rehabilitation Hospital as the successor or equivalent to such committee.

18.5.1. Workplace Violence. The scope of the Workplace Safety Committee will include methods of addressing and preventing workplace violence and will aim to create a culture where violence and aggressive behavior will not be tolerated in the work environment. The Rehabilitation Hospital WSC members shall also be party to the Oregon Workplace Violence Prevention Committee at Sacred Heart Medical Center.

18.5.2 Policy Development, Evaluation, Education and Training. The Rehabilitation Hospital is committed to developing policies, education, and training, with input from nursing staff to support a comprehensive Workplace Violence Prevention Program. These policies shall be presented to the committee for review and feedback, prior to implementation, and also reviewed and evaluated annually. The Rehabilitation Hospital shall require all nurses to receive education and training, at least annually, on workplace violence prevention. Workplace violence prevention education shall also be incorporated into new employee orientation. The committee shall review and provide feedback regarding the education and training prior to implementation. The Rehabilitation Hospital shall provide, upon request, the Association with documentation of these trainings and education modules.

18.5.3 Notice and Incident Reviews. The Rehabilitation Hospital is committed to providing timely notification of workplace violence events that may impact staff with the emphasis on preventing future incidents. Upon request, a subcommittee, with nurse representation, shall meet immediately to review workplace violence incidents. Incidents will also be reviewed and analyzed at the next meeting of the committee.

1 **18.5.4 Employee Assistance Program.** The Rehabilitation Hospital will provide
2 an Employee Assistance Program and spiritual care information to affected nurses
3 within seventy-two hours of receiving notice of an incident.

4
5 **18.7 Committee Participation.** Time spent in committees and councils outlined in this
6 Agreement will be compensated at the nurses' regular rate of pay and the nurses will be
7 released from duty as necessary to attend such committee and council meetings.

ARTICLE 19 – NO STRIKE, NO LOCKOUT

19.1. No Strike, No Lockout. In view of the importance of the operation of the Rehabilitation Hospital in the community, the Rehabilitation Hospital and the Association agree that, during the term of this Agreement, (a) there will be no lockouts by the Rehabilitation Hospital, and (b) neither the bargaining unit 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.

1 **ARTICLE 20 – DURATION, MODIFICATION, TERMINATION, AND OTHER**
2 **PROVISIONS**

4 **20.1 Duration.** This Agreement shall be effective the first full payroll period following its
5 ratification, except as otherwise specifically provided for herein, up to and including June
6 30, 2029, and from year to year thereafter if no notice is served as hereinafter provided.

8 **20.2 Modification/Termination Notice.** If either party wishes to modify or terminate this
9 Agreement it shall serve notice of such intention upon the other party no more than one
0 hundred and twenty days (120) and no less than ninety (90) days prior to the expiration
1 or subsequent anniversary date. In the event that notice of modification only is provided,
2 the terms of this Agreement shall remain in effect and shall thereafter be terminated only
3 upon written notice of termination provided by either party.

5 **20.3 Superseding Document.** This Agreement constitutes the entire Agreement and
6 understandings arrived at by the parties after negotiations and replaces all previous
7 agreements.

9 **20.4 Bargaining During Agreement.** The parties acknowledge that during the
10 negotiations which resulted in this Agreement, all had the unlimited right and opportunity
11 to make demands and proposals with respect to any subject or matter not prohibited by
12 law from the parties' consideration, and that all written agreements arrived at by the
13 parties after the exercise of that right and opportunity are set forth in this Agreement.
14 Therefore, the parties hereto, for the life of this Agreement, each voluntarily and
15 unqualifiedly waives the right, and each agrees that the other shall not be obligated, to
16 bargain collectively with respect to any subject or matter, excluding the parties' legal
17 obligation to bargain the alteration of existing terms or working conditions of employment.
18 The parties further agree, however, that this Agreement may be amended by the mutual
19 consent of the parties in writing at any time during its term.

1 **20.5 Non-Reduction of Benefits/Past Practices.** The signing of this Agreement shall
2 not result in a reduction of benefits or terms and conditions of employment that are
3 currently in effect and are not expressly covered herein, provided that such benefit or
4 working condition is well established. In addition, past customs or practices shall not be
5 binding on the parties unless they are well established. Well established practices which
6 affect the terms and conditions of employment of the bargaining unit shall not be
7 unilaterally reduced or discontinued by the Rehabilitation Hospital without first bargaining
8 with the Association. For purposes of this paragraph, “well established” shall mean that
9 the benefit or working condition is unequivocal and readily ascertainable as an
10 established practice accepted by both the Association and the Rehabilitation Hospital
11 over a reasonable period of time.

12
13 **20.6 Parking and Transportation.** Parking access, fees and other rules for nurses shall
14 be in accordance with the Employer’s Employee Transportation policy. The Rehabilitation
15 Hospital will notify the Association and provide the Association an opportunity to bargain
16 regarding any substantive changes in the policy. Nurses will not be charged for parking
17 on or in the Employer’s parking facilities. The Rehabilitation Hospital will continue to pay
18 for the cost of nurses’ Lane Transit District bus passes that are utilized for travel to and
19 from work, which the parties encourage nurses to use instead of driving to work. The
20 Rehabilitation Hospital shall assure that reasonable security precautions are in place for
21 nurses and their parked vehicles and/or bicycles for those who utilize the Employer’s
22 parking or bike parking facilities.

23
24 **20.7 Continuous Improvement Processes.** Nurses will be invited to participate in
25 continuous improvement processes addressing patient care. There will be meaningful
26 inclusion of nurses in these discussions and processes. Nurses’ participation will be in
27 numbers sufficiently meaningful to represent their perspective. All time spent by
28 bargaining unit members participating in these processes will constitute working time and
29 will be compensated accordingly. The Rehabilitation Hospital will seek in good faith to
30 allow nurses the necessary time off for such participation, subject to the operational
31 requirements of the Rehabilitation Hospital. Nurses shall not suffer a loss of scheduled
32 hours due to their participation in these processes, provided they are willing to work the
33 make-up hours (at the regular rate of pay) necessary to reach their scheduled status.

1 **20.8 Separability.** In the event that any provision of this Agreement shall at any time be
2 declared invalid by any court or government agency of competent jurisdiction, such
3 decision shall not invalidate the entire Agreement, it being the express intention of the
4 parties hereto that all other provisions not declared invalid shall remain in full force and
5 effect. All provisions contained in this Agreement are subject to government review and
6 approval under applicable economic controls, laws, and regulations.

ARTICLE 21 – SALE, MERGER, OR TRANSFER

21.1 Sale, Merger, or Transfer. In the event the Rehabilitation Hospital enters into any merger, consolidation, sale of assets, lease, franchise or any other such change in the management or ownership which is expected to affect the wages, hours, terms or conditions of employment of the existing collective bargaining unit, the Rehabilitation Hospital shall call this Agreement to the attention of any entity, business or person who is succeeding to the management or ownership of the affected operations. If such notices (as applicable) are given, the Rehabilitation Hospital shall have no further liability or obligations of any sort under this Article. The Rehabilitation Hospital will also provide notice to the Association of any such sale, lease or transfer at least ninety days prior to the closing date.

21.2 Additionally, in the event such a transaction requires notice or other engagement of a federal, state, or local regulatory agency (e.g., for certificate of need, licensing change), the Rehabilitation Hospital will timely notify (within two weeks) the Association of the notice or engagement of the regulatory agency.

1

SIGNATURE PAGE

2

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the date first hereinabove mentioned.

**PEACEHEALTH SPRINGFIELD
REHABILITATION HOSPITAL**

OREGON NURSES ASSOCIATION



Justin Floyd

Interim Chief Nursing Officer



Malori A. Musselman, PHD

ONA Labor Rep.

APPENDIX A – WAGE RATES

Section 1. Implementation and New Step Placement. Nurses shall receive the hourly wage rates in the table below effective September 25, 2026. Subsequent year increases shall be effective July 1 of the following year. Nurses will be placed at a step equivalent to their years of service and/or experience as defined in this Agreement in Article 9 and Article 12 or equivalent wage to the step in the table, whichever is higher. No bargaining unit employee will be placed at a step with a lower hourly rate than their current step at the Sacred Heart Medical Center.

Section 2. Advancement to Higher Steps. Per Article 9, progression through the salary range for bargaining unit employees 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 latter of the employee's anniversary or adjusted anniversary date of employment.

Wage Table Previous	YOY	Sept. 25, 2026 2026	July 1, 2027 2027	July 1, 2028 2028
1	0	\$51.80	\$53.35	\$54.95
2	1	\$53.33	\$54.93	\$56.57
3	2	\$55.03	\$56.68	\$58.38
4	3	\$56.78	\$58.49	\$60.24
5	4	\$58.67	\$60.43	\$62.24
6	5	\$60.69	\$62.51	\$64.39
7	6	\$62.88	\$64.77	\$66.71
8	7	\$64.19	\$66.11	\$68.10
9	8	\$65.46	\$67.43	\$69.45
9	9	\$65.51	\$67.48	\$69.50
10	10	\$67.50	\$69.53	\$71.61
10	11	\$68.24	\$70.29	\$72.40
11	12	\$70.43	\$72.54	\$74.72
11	13	\$71.04	\$73.17	\$75.37
12	14	\$71.92	\$74.08	\$76.30
12	15	\$72.63	\$74.81	\$77.06
13	16	\$73.49	\$75.69	\$77.97
13	17	\$74.40	\$76.63	\$78.93
14	18	\$75.37	\$77.63	\$79.96
14	19	\$75.56	\$77.83	\$80.16
14	20	\$75.84	\$78.11	\$80.46
15	21	\$76.76	\$79.06	\$81.43
15	22	\$77.52	\$79.85	\$82.24
15	23	\$78.30	\$80.64	\$83.06
16	24	\$79.43	\$81.81	\$84.26
16	25	\$79.83	\$82.22	\$84.69
16	26	\$80.22	\$82.63	\$85.11
16	27	\$80.62	\$83.04	\$85.53
17	28	\$81.78	\$84.24	\$86.76
17	29	\$82.19	\$84.66	\$87.20
17	30	\$82.60	\$85.08	\$ 87.63
		~2.57%	3.00%	3.00%

APPENDIX B – CLINICAL LADDER PROFESSIONAL NURSE ADVANCEMENT PROGRAM

Section 1. Clinical Ladder. The Rehabilitation Hospital and the Association are committed to the professional development, satisfaction, recruitment, and retention of nursing staff. The Professional Nurse Advancement Program (PNAP) clinical ladder is designed to provide staff nurses more opportunity to grow and advance professionally.

Section 2. Participation. All ONA represented nurses at the Rehabilitation Hospital will be eligible to participate in the PeaceHealth PNAP program. This includes all Per Diem Nurses that are in compliance with their availability requirements.

If a nurse receives corrective action during the two years they are in the clinical ladder, they will not lose their differential. Corrective action will not be an automatic bar to placement in the PNAP program. A nurse applicant with a corrective action may choose to meet with the Chief Nursing officer, Human Resources representative, and an Association representative prior to submitting their application to discuss the possible impact of a corrective action on their eligibility for the program.

Approval by the Nurse Manager will not be a requirement for placement in the program.

Section 3. Composition of PNAP and Review Committees. The Chief Nursing Officer (CNO) or designee shall work alongside the PBPC Chair(s) to be responsible for administering the PNAP program including the review of applications and to make program criteria recommendations to the PeaceHealth system PNAP Council. The PBPC Chair(s) shall designate one (1) PBPC member to be seated on and participate on the PeaceHealth system council upon ratification of this Agreement.

Section 4. Paid Time for PNAP Board and Review Committees. All time spent by the PBPC members to oversee the program, including review of applications and appeals, shall be paid at the nurse's regular straight time rate of pay. Beginning the first full pay period following ratification of this Agreement, hourly compensation for program participants shall be as follows:

- 1 a. First Advancement Stage- Proficient Nurse (PNAP-C), \$2.00 per hour
- 2 b. Second Advancement Stage- Expert Nurse (PNAP-P), \$3.00 per hour
- 3 c. Third Advancement Stage- Specialist Nurse (PNAP-E), \$5.00 per hour
- 4 PNAP certifications are valid for two years.

5

- 6 **Section 5. Biannual Review Process.** The PNAP will be reviewed at least every two
- 7 years by the designated Rehabilitation Hospital appointees and PBPC chairs and that
- 8 evaluation shall be provided to the Association.

APENDIX C – SEVERANCE BENEFITS

The Rehabilitation Hospital (“Employer”) and the Oregon Nurses Association (“Association”) hereby agree as follows:

Section 1. PeaceHealth has a 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.

Section 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.

Section 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.

Section 4. The parties wish to avoid the outcome described in paragraph three above. Accordingly, the parties agree that a nurse, after having been notified of elimination of their position or of their displacement pursuant to Article 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 calendar days after having received notice of elimination of their position or of their displacement or as outlined in an Article 14 process. Failure to satisfy this requirement shall result in forfeiture of the opportunity to elect severance benefits.

1 **Section 5.** The election described in paragraph four above is not available in the event
2 of a reduction of hours worked or a reduction in FTE status. An employee's receipt of
3 severance benefits is conditioned on the employee's termination of employment.

4
5 **Section 6.** A nurse's election to receive severance benefits in accordance with paragraph
6 four above shall constitute a waiver by the nurse of any of the rights described in Article
7 14.1 of the parties' Agreement.

8
9 **Section 7.** In addition to application of the severance benefit as described above, upon
10 request by the Association after it has received notice of layoff under Article 14.1.3, the
11 parties will meet to discuss possible application of the severance benefit to nurses prior
12 to implementing the reduction in force provisions in Article 14.1 of the parties' Agreement.

APPENDIX D – REHABILITATION HOSPITAL STAFFING PLAN

Section 1. The Nurse Staffing Committee will have as its primary goal to ensure that the Rehabilitation Hospital is staffed to meet the healthcare needs of patients based on the Oregon Staffing Law. While the Oregon Staffing Law does not set statutory direct care registered nurse-to-patient staffing ratios, the Nurse Staffing Committee shall adopt and maintain a staffing plan for the Rehabilitation Hospital that at minimum:

(a) Must ensure that the Rehabilitation Hospital is staffed to meet the health care needs of patients by basing the plan on the specialized qualifications and competencies of the staff and provide for the skill mix and level of competency necessary;

(b) Should be based on a measurement of Rehabilitation Hospital activity that quantifies the rate of admissions, discharges, and transfers needed to SHMC and the time required for a direct care RN to complete admissions, discharges, and transfers;

(c) Must be consistent with nationally recognized evidence-based standards and guidelines established by professional nursing in rehabilitation, traumatic brain injury, and other relevant specialty organizations;

(d) Must recognize differences in patient diagnoses, acuity, and nursing care intensity;

(e) Must establish minimum numbers of nursing staff including Licensed Practical Nurses required on specified shifts, provided that at least one Registered Nurse and one other nursing staff member is on duty when a patient is present, as well as include the Service Staffing Plan's agreed upon Certified Nursing Assistant minimum numbers;

(f) Should 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;

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

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

1 **Section 2.** If any provision of Oregon nurse staffing law, administrative rule, regulatory
2 guidance, or court or agency interpretation materially changes the requirements
3 applicable to the Rehabilitation Hospital, either party may request to review this Appendix
4 D with at least 30 days' written notice to the other party. Any proposed changes to
5 Appendix D will be bargained and any proposed changes to the Staffing Plan itself to
6 Nurse Staffing Committee for final vote.