

**9-23-2026 TUALITY PACKAGE PROPOSAL
SUMMARY FORM COMPENSATION PACKAGE
PENDING FULL CONTRACT LANGUAGE PROPOSAL**

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APPENDIX A

A1. **COUNTER** Effective 1st full PP after ratification:

		Hourly
	Start	57.00
After	1 Yr	59.28
After	2 Yrs	61.65
After	3 Yrs	64.12
After	4 Yrs	66.04
After	5 Yrs	67.36
After	6 Yrs	68.71
After	7 Yrs	70.08
After	8 Yrs	70.78
After	9 Yrs	71.49
After	10 Yrs	72.21
After	11 Yrs	72.93
After	12 Yrs	73.66
After	13 Yrs	74.39
After	14 Yrs	74.89
After	15 Yrs	75.39
After	16 Yrs	75.89
After	17 Yrs	76.40
After	18 Yrs	76.91
After	19 Yrs	77.42
After	20 Yrs	77.94

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After	21 Yrs	78.46
After	22 Yrs	78.98
After	23 Yrs	79.51
After	24 Yrs	80.04
After	25 Yrs	80.57
After	26 Yrs	81.11
After	27 Yrs	81.65
After	28 Yrs	82.19
After	29 Yrs	82.74
After	30 Yrs	83.29

A2. **ARGEE IN PRINCIPLE** Effective 1st full PP after July 1, 2027: ~~two six~~ percent (**26%**)

A3. **MAINTAIN TH 8-24-26 PROPOSAL** Effective 1st full PP after July 1, 2028: ~~two six~~ percent (**26%**)

C. **ARGEE IN PRINCIPLE** Float Pool Nurses - **CURRENT CONTRACT LANGUAGE**

F. Shift Differentials

1. **ARGEE IN PRINCIPLE** Evening Shift - **CURRENT CONTRACT LANGUAGE**

2. **COUNTER** Night Shift - **\$7.00; \$10 effective 1st full PP after July 1, 2027**

G. **MAINTAIN TH 8-13-26 PROPOSAL (OR SEE PER DIEM/PRECEPTOR PACKAGE)**
Relief Charge Nurse - \$4.00

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H. **MAINTAIN TH 8-13-26 PROPOSAL (OR SEE PER DIEM/PRECEPTOR PACKAGE)**

Preceptors - \$4.00

I. **Standby**

...

6. **AGREE IN PRINCIPLE** Required Standby - **\$6.50 effective 1st full PP after July 1, 2027**

L. **Experience - MAINTAIN CURRENT CONTRACT LANGUAGE**

M. **COUNTER Weekend Differential - \$2.00 effective 1st full PP after July 1, 2027**

N. **AGREE IN PRINCIPLE Extra/Odd Shift Differentials – CURRENT CONTRACT LANGUAGE**

P. **COUNTER, TO BE EFFECTIVE 1ST FULL PP IN JANUARY, 2028 (AFTER PAYMENT OF FINAL 2027 CERTIFICATION BONUSES):** **Certification Differential – Effective following ratification of this Agreement, the first full pay period after December 31, 2027, a nurse who meets the requirements of this section will be paid a bonus in accordance with this section receive a certification differential of one dollar and twenty-five cents (\$1.25) per hour worked in addition to the appropriate hourly rate of pay set forth in Section A above and other applicable differentials.**

1. **MAINTAIN TH 8-24-26 PROPOSAL** The nurse must have **an accepted** current nationally recognized specialty certification on file with the Hospital for the area where the nurse works at least half (1/2) of their **budgeted** hours. Eligibility for the certification payment will cease immediately with the expiration date of the certification, unless the nurse presents written proof to the Hospital of certification renewal before the expiration date. **Certification differential is not available for a credential that is a job requirement of the nurse's position.**

a. Float Pool nurses will be eligible for **the** certification pay **differential** for all hours worked if they have **an accepted** current nationally

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recognized specialty certification on file with the Hospital for an area for which the Float Pool nurse is competent and where the Float Pool nurse has chosen to work as one of their primary assignments.

2. **COUNTER** Eligibility for the certification payment differential will begin by the second first full pay period after the nurse submits proof to the Hospital of an accepted current certification and will cease immediately with the expiration date of the certification, unless the nurse presents written proof to the Hospital of certification renewal before the expiration date. The Hospital will require nurses to submit verification of valid certifications when needed.
2. **AGREE IN PRINCIPLE** Only one (1) certification will be recognized for purposes of payment under this section, unless the Hospital agrees to recognize more than one (1) certification per nurse.
3. [Certification list] - **AGREE IN PRINCIPLE**
4. **AGREE IN PRINCIPLE** ~~Nurses who meet the above criteria will receive a certification differential of one dollar and twenty-five cents (\$1.25) per hour worked in addition to the appropriate hourly rate of pay set forth in Section A above and other applicable differentials.~~ and who complete at least one thousand eight hundred and twenty (1,820) hours per calendar year will be paid a bonus of two thousand dollars (\$2,000) after the end of the last pay period of the year. Nurses who meet the above criteria and who complete between nine hundred and eighty-eight (988) and one thousand eight hundred and nineteen (1,819) hours per calendar year will be paid a bonus of one thousand dollars (\$1,000) after the end of the last pay period of the year. To receive the bonus, a nurse must remain on the payroll through the close of the last pay period of the year. "Hours" for purposes of this paragraph includes (1) hours compensated at straight time rate or above; and (2) involuntary low census hours, and (3) unpaid leave of absence hours that are protected by law. Any nurse who obtained the certification for which the nurse is receiving a certification bonus during the calendar year will have the above-referenced certification bonus pro-rated based upon the date notice of certification is provided to Human Resources by the nurse (pro-ratio shall be based upon a 365-day calendar year).

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R. Break Relief Nurses – MAINTAIN TH 8-13-26 PROPOSAL

****.** **MOVED LANGUAGE – NEW FINAL “APPENDIX A” PROVISION** **Goods and Services** - Nurses will receive the same discounts and prices on purchases of goods or services as received by the majority of Hospital’s noncontract employees.

ARTICLE 4 – PAID TIME OFF

SEE BELOW

ARTICLE ** – ~~HEALTH AND WELFARE~~ INSURANCE BENEFITS

CURRENT ARTICLE 8, SECTIONS C(1)-D (AS MODIFIED BELOW)

C. MAINTAIN TH 8-24-26 PROPOSAL RE PREMIUM SHARE (AGREE IN PRINCIPLE RE LANGUAGE):

	<u>Full-time</u>	<u>Part-time*</u>
Employee Only	~~90~~ <u>91</u> -100%	~~81.5~~ <u>83</u> -87.5%
Employee + Spouse	80-87.5%	~~66.5~~ -72.5%
Employee + Child(ren)	80-87.5%	~~66.5~~ -72.5%
Family	~~80~~ <u>85</u> -87.5%	~~66.5~~ <u>71.5</u> -72.5%

COUNTER - NEW MOU:

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The Hospital and the Association agree to convene a health insurance task force for the duration of the parties 2026-202* Collective Bargaining Agreement. The parties have a shared interest in ensuring caregivers and their families have access to quality healthcare at a sustainable cost. The purpose of the task force is to share information about employee health insurance, discuss the health insurance benefit, and explore potential health care options, including Taft-Harley health insurance plans. The task force shall be limited to an advisory rather than a decision-making capacity, and will not have authority to make benefits, financial, or operational decisions. The task force will produce an annual report of its activity.

The task force shall consist of two (2) members of Hospital management, two (2) Hospital nurses appointed by the Association, two (2) Hospital employees from the AFSCME-represented bargaining unit, and two (2) non-management Hospital employees who are not in a union-represented bargaining unit. Participation in task force meetings will be considered time worked and paid at the appropriate rate of pay. The task force may agree by consensus to invite guest speakers to provide subject matter expertise at working group meetings.

The task force will meet four (4) times per year for up to two (2) hours. Meetings may be held in person, virtually, or a hybrid as determined by the task force. All participants agree to assume good intentions and conduct task force business in a respectful manner.

This MOU and task force will expire upon expiration of the 2026-202* Collective Bargaining Agreement or commencement of negotiations for a successor agreement, whichever occurs first.

6. AGREE IN PRINCIPLE Short-Term Disability Insurance - TH 8-13-26 PROPOSAL

ARTICLE 9 – RETIREMENT PROGRAMS

CURRENT CONTRACT LANGUAGE

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ARTICLE 16 – REDUCTION IN FORCE

**SEE BREAKS, FLOATING, LOW CENSUS PACKAGE FOR LOW CENSUS AND
LAYOFF LANGUAGE**

REJECT NEW UNION SEVERANCE PROPOSAL

ARTICLE 20 – DURATION AND TERMINATION

MAINTAIN EMPLOYER 7-2-26 PROPOSAL – THREE YEAR CONTRACT

ARTICLE 4 – PAID TIME OFF

ELIMINATE APPENDIX B – INCORPORATED BELOW – RENUMBER ARTICLE

A. ~~**AGREE IN PRINCIPLE** Hospital will provide the time off policy as delineated in Appendix B. The first forty (40) hours of accrued paid time off taken per calendar year for a reason covered by Oregon Sick Leave will be counted as Oregon Sick Leave.~~

A. **Notice and Requesting Time Off.**

1. ~~**AGREE IN PRINCIPLE** Nurses must~~ Each nurse will request time off in writing or electronically **through the Hospital's designated timekeeping system** in accordance with the nurse's unit guidelines to their Nurse Manager, as far in advance as possible, up to a year, to aid in appropriate scheduling.

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2. **COUNTER Nurses must request prescheduled time off (planned or foreseeable PLH and Legacy EIH) as far in advance as possible, up to one year in advance (but not more than one year in advance). A request may be made even if the nurse does not have sufficient accrued PLH at the time of the request, subject to approval in accordance with Section B(4). Requests for prescheduled time off for a leave of absence may be made in accordance with Article 7, Section B. Notice of the need for unforeseeable time off (e.g. unexpected emergencies or illness) must be given as soon as possible in accordance with the procedure established by the nurse's unit or department.**
3. **AGREE IN PRINCIPLE Except during prescheduled vacation or approved leaves of absence, nurses are expected to personally provide notice on a daily basis during periods of absence in accordance with the procedure established by the nurse's department or unit. The Nurse Manager may make arrangements for the nurse to provide notice at less frequent intervals due to the nature of an illness.**

B. Time Off Request Approval or Denial.

1. **COUNTER Foreseeable sick leave must be scheduled in a manner that minimally disrupts business operations. Paid time off will be scheduled by mutual agreement between the nurse and Hospital. Every consideration will be given in trying to grant approve nurses time off when requested. Because of the fluctuation of business, however, there may be times that a request is not granted.**

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2. **COUNTER** The earliest request(s) for time off will be considered first, except that if requests are received on the same date, the request by the nurse with the most seniority will be considered first. If a nurse's request is denied and the nurse later resubmits the same request, the nurse will identify the earlier request date, which will then be used for consideration priority. Consideration priority will not result in the cancelation of previously approved time off requests. ~~Paid time off requests covered by Oregon Sick Leave will be granted first~~

3. **AGREE IN PRINCIPLE** A nurse requesting the use of PLH prescheduled time off for ~~vacation purposes~~ will receive a ~~written~~ response from their Nurse Manager or designee through the Hospital's designated timekeeping system within ten (10) days of the ~~written~~ request, or if the Nurse Manager or designee is unavailable at the time the request is submitted, then as quickly as possible, but no later than ten (10) days following the return of the Nurse Manager or designee. A response may be provided by the Nurse Manager's designee during the Nurse Manager's absence. If the request is denied, ~~the written response from the Nurse Manager or designee will include~~ provide a statement as to the reason for the denial and a statement that the nurse may have the vacation request reviewed by the next highest supervisor/manager.

4. **MAINTAIN TH 8-13-26 PROPOSAL (AGREED 8-24)** If a nurse has insufficient accrued PLH to cover the requested time off, paid time off may be conditionally approved in the Hospital's discretion if it believes that the nurse is likely to have sufficient accrued and unused

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PLH before the requested time off. The nurse must have 100% of the needed PLH available by the date that vacation requests are due for the scheduling period in which the planned time off will occur. As soon as it becomes known that the nurse will not have sufficient accrued PLH by that date, the conditional approval can be cancelled in whole or in part and the nurse returned to the schedule, at the Hospital's discretion.

5. ~~**WITHDRAW A Unit-Based Council may have a standing agenda item to review practices related to time off requests and to work collaboratively on developing unit practices regarding time off tracking and consistent time off practices within the unit, consistent with the Agreement and Hospital policy.**~~

56. MAINTAIN TH 8-13-26 PROPOSAL Hospital will grant request(s) for prescheduled time off to a minimum of two (2) nurses per shift in the following units:

- Emergency Department
- Women's and Children's Center
- Critical Care
- Medical Surgical **5TH Floor**
- Endoscopy
- ~~Float Pool~~
- ~~PACU/Day Surgery~~

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The Hospital will grant request(s) for prescheduled time off to a minimum of one (1) nurse per shift in the following units:

- Cath Lab
- Operating Room
- Outpatient Surgery (**TOPS**)
- ~~Geriatric Psychiatry~~
- **Medical Surgical** 4 West Unit
- ~~Observation Unit~~
- **Float Pool**
- **Infusion Clinic**
- **Care Management Department**

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

C. Paid Time Off.

1. **AGREE IN PRINCIPLE Paid Leave Hours.** Nurses may use paid leave hours ("PLH") for a variety of purposes, such as short-term personal illness, family emergencies/illness, vacation, holidays, religious observances, preventive health and dental care, and other excused absences.
2. **AGREE IN PRINCIPLE Legacy Extended Illness Hours.** Some employees may also have a legacy bank of extended illness hours ("Legacy EIH") that can be used but are not subject to additional accrual. The Legacy

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ElH bank is considered short-term disability coverage providing financial protection for extended illnesses or disabilities that last for more than five (5) calendar days or starting with the first (1st) day of Hospitalization. (This includes ambulatory surgery procedures in a surgery center or Hospital or other verifiable medical/dental surgical procedures necessitating time away from work.)

3. **AGREE IN PRINCIPLE Oregon Sick Leave.** The first forty (40) hours of PLH and/or Legacy ElH used per calendar year for a reason covered by Oregon Sick Leave will be counted as Oregon Sick Leave. **The Employer will make a good faith effort to report hours available to use as Oregon Sick Leave in a manner accessible to nurses (e.g. through the timekeeping system or on paystubs) by July 2027.**
- D. **MAINTAIN TH 7-2-26 PROPOSAL PLH Eligibility** - All regular nurses who are budgeted to work twenty (20) or more hours per pay period earn **accrue** PLH based on hours worked, any PLH and Legacy ElH paid **used (but not cashed out)**, and low-census days/hours up to eighty (80) hours per pay period. The amount of PLH accrued for regular nurses is also based on employment status and months of employment.
- AGREE IN PRINCIPLE Employment sStatus or budgeted work hour changes affecting eligibility for PLH and part-time Premium will be effective the beginning of the pay period in which the change occurred.**
- E. **PLH Accrual (Regular Nurses)**

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1. **MAINTAIN TH 7-2-26 PROPOSAL** PLH is accrued beginning with the commencement of employment and will accrue at the following hourly rates (and estimates of pay period and annual accruals for a full-time employee):

<u>Continuous</u>	<u>Service</u>	<u>Accrual Rate</u>	<u>Hours Per</u>	<u>Hours</u>	<u>Days</u>
<u>Months</u>	<u>Years</u>	<u>Per Hour</u>	<u>Pay Period*</u>	<u>Per Year*</u>	<u>Per Year*+</u>
0-59	0-5	.1038	8.34	246	27
60-119	5-10	.1231	9.85	256	32
120-239	10-20	.1423	11.38	296	37
240+	20+	.1615	12.92	336	42

~~* Pay period and annual estimates based on eighty (80) hours per pay period and two thousand eighty (2,080) hours per year~~

~~+ Estimates based on eight hour shifts~~

42. **AGREE IN PRINCIPLE** The effective date of change to a higher accrual will be the beginning of the pay period in which the anniversary date falls.

23. **AGREE IN PRINCIPLE** **Accrual Cap.** When a nurse reaches four hundred eighty (480) hours in the nurse's PLH bank, no further accrual will be earned until the nurse's PLH bank balance is less than four hundred eighty (480) hours, except under the following circumstances:

- a. at least thirty (30) days before reaching the four hundred eighty (480) hours cap, a nurse has requested no more than forty (40) hours of PLH to be used as vacation;
- b. the amount of vacation requested is sufficient to bring the nurse below the four hundred eighty (480) hours cap;
- c. the vacation request was denied by Hospital; and

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- d. the nurse actually uses the amount of PLH requested within thirty (30) days after reaching the four hundred eighty (480) hours cap.

If all four (4) above-listed conditions have been met, the nurse may continue to accrue PLH for the first thirty (30) days after reaching the 480-hour cap.

- 34. **AGREE IN PRINCIPLE** Nurses may carry over PLH each calendar year up to a maximum of four hundred eighty (480) hours.

- 4. ~~**AGREE IN PRINCIPLE** The effective date of change to a higher accrual will be the beginning of the pay period in which the anniversary date falls.~~

- 5. ~~**AGREE IN PRINCIPLE** Status changes affecting eligibility for PLH, and part time Premium will be effective the beginning of the pay period in which the change occurred.~~

- F. **AGREE IN PRINCIPLE** Compensation - Compensation for PLH, Legacy EIH, and cash-outs will be paid at the straight-time hourly rate of pay. ~~It will include shift differentials for nurses regularly working the majority of their time on a shift receiving shift differential,~~ **including shift differential applicable to the nurse's budgeted shift.**

- G. Use of PLH

- 1. **AGREE IN PRINCIPLE** PLH may be taken ~~after a nurse has completed the first ninety (90) days of employment, except for low census~~ **used from the commencement of employment.** At no time may PLH, and Legacy EIH,

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or other paid time benefit be combined to cover more than scheduled hours. PLH may not be taken under any circumstances until it has been accrued.

Nurses may not take scheduled time off without pay if they are eligible and have accruals in their banks. The exceptions are as follows:

- a. If a nurse has responded to a call to return to work during scheduled standby or just to fill in and has worked the nurse's scheduled hours for the week or pay period.
- b. If a nurse elects or is asked **required** to take a low-census day, the nurse has the choice of taking the time off with or without pay **using PLH** (see paragraph ****** below).
- c. When **the** Hospital determines that a per diem nurse desiring to work would otherwise be canceled from a shift on a unit, a nurse scheduled on the same unit and shift may volunteer to take a day off without pay. A day off under such conditions is not a low-census day and is not subject to the provisions of Article 16. A day off without pay under this section may be taken by each nurse a maximum of twice a year.
- d. When a unit is closed for one of the holidays designated in Article 5, Section I, the nurse may take the holiday off without pay.

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- e. If a nurse utilizes a 10-hour work break under staffing law, the nurse may choose to take hours missed from next scheduled shift without pay.
- 2. ~~AGREE IN PRINCIPLE~~ Requests to take PLH, except for an unexpected emergency or illness, should be made in writing to Nurse Managers as far in advance as possible. Foreseeable sick leave must be scheduled in a manner that minimally disrupts business operations. If unforeseeable (unexpected emergencies or illness), the first forty (40) hours of PLH and Legacy EIH taken for reasons covered by Oregon Sick Leave will be granted preference over other requests. Otherwise, requests will be given preference on a first come, first served basis. Every consideration will be given in trying to grant nurses time off when requested. Because of the fluctuation of business, however, there may be times that a request is not granted.
- 3. ~~AGREE IN PRINCIPLE~~ Since Hospital believes that each nurse should have time away from the workplace for relaxation and well-being, full-time nurses are required to take ninety-six (96) hours of PLH per year.
- 4. ~~AGREE IN PRINCIPLE~~ Days missed because of illness are deducted from the PLH account unless the illness is longer than five (5) consecutive days or a nurse is Hospitalized (refer to Section G below).
- 5. ~~AGREE IN PRINCIPLE~~ When a low-census-day cancellation occurs, the nurses haves the choice of using PLH to make up the difference in pay. A nurse may, however, choose to take the time off without pay. In that case,

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the Nurse Manager will ~~write~~**record** on the timecard the number of nonworked hours. Nurses will accrue PLH on this nonworked **low census** time.

6. **AGREE IN PRINCIPLE** ~~Effective July 1, 2004, n~~**N**urses who have a PLH balance of less than sixty (60) hours will be permitted to take a total of two (2) prescheduled days off without pay (including any days taken under Section E.1.c above).

H. **Cash-out of PLH.**

1. **AGREE IN PRINCIPLE** ~~Starting with open enrollment in 2018 and d~~**D**uring open enrollment each calendar year ~~thereafter~~, nurses may request cash-out of unused PLH **accrued** in the following calendar year at the straight-time hourly rate of pay including applicable differentials under the following conditions:
- a. **AGREE IN PRINCIPLE** **A nurse may request that PLH accrued in the following year be paid out at one or both of two dates in the following year, with a maximum of up to forty (40) hours to be paid at each date (for a maximum total of eighty (80) hours), provided that, a** balance of at least eighty (80) hours (seventy-two (72) hours for twelve-hour nurses, forty (40) hours for part-time nurses) **of** PLH must be maintained after ~~the~~**all** cash-outs.
- b. Once submitted, the cash-out request cannot be changed.
- c. If sufficient PLH hours are not available at the time of the cash-out to cover the requested amount and leave the required balance in the

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nurse's PLH bank, the number of hours cashed-out will be reduced accordingly.

- d. **AGREE IN PRINCIPLE** The cash-out elections made during open enrollment will be processed and made available in July **and November** of the following year (exact dates will be announced each year).

- e. A nurse may also request PLH cash-out for an “unforeseeable emergency” as defined by IRS regulations. The number of hours to be cashed out must be an amount that is reasonably necessary to satisfy the emergency need and must leave a balance of at least eighty (80) hours (seventy-two (72) hours for twelve-hour nurses, forty (40) hours for part-time nurses) in the nurse's PLH bank. Approval for payment with the next payroll is at the discretion of the Director of Finance.

- 2. If a nurse is paid on an hourly basis and is eligible for the benefits program, the nurse may elect to buy up to an additional forty-eight (48) hours of PLH each year.

I. Use of Legacy EIH

- 1. **AGREE IN PRINCIPLE** Legacy EIH may be taken for regularly scheduled shifts that are missed due to illness or disability. Legacy EIH may be used only after a nurse has been ill or disabled for five (5) continuous calendar days (the only exception being that if a nurse is Hospitalized, then these hours may be used starting the first (1st) day of Hospitalization, which

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includes ambulatory surgery procedures in a surgery center or Hospital or other verifiable medical/dental surgical procedures necessitating time away from work). Legacy EIH may be taken in ~~one hour~~ **15 minute** increments.

2. ~~AGREE IN PRINCIPLE~~ A nurse is expected to personally call their Nurse Manager daily during times of illness or disability, unless the Nurse Manager makes arrangements for the nurse to call at less frequent intervals due to the nature of the illness.

J. Cash-out of Legacy EIH - Nurses hired before ratification of the 2016-2017 agreement who actively work for Hospital a minimum of ten (10) years of continuous employment and retire under the Tuality Retirement Plan, or become totally disabled as per Social Security guidelines, will receive a cash-out of any Legacy EIH balance as follows:

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

Nurses who retire may not continue employment after beginning to receive retirement benefits, however, such nurse may be rehired in a per diem position only, after a break in service of at least thirty (30) days. Such retiring nurses with ADNs shall be eligible for rehire in a per diem position.

K. Termination

1. ~~MAINTAIN EMPLOYER 7-2-26 PROPOSAL OR CURRENT CONTRACT LANGUAGE~~ Upon termination of employment, a nurse will be paid for up to ~~three hundred and sixty~~ **two hundred (200)** hours of unused PLH at the

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nurse's straight-time hourly rate of pay, provided that the nurse has completed ninety (90) days of employment. If the first forty (40) hours of PLH have not been used in the calendar year, a nurse will be paid up to this first forty (40) hours at the nurse's straight-time hourly rate of pay plus shift differentials, and any remaining unused PLH will be paid at the nurse's straight-time hourly rate of pay.

2. Nurses will not be reimbursed for unused Legacy EIH other than in the case of the cash-out provisions as listed above for retirement and total disability.
3. Nurses must not use PLH to fulfill termination notices or to extend employment for benefit purposes. ~~All hours, up to three hundred sixty (360) hours, will be cashed out as of the last day of work.~~

L. Other Paid Time Off Programs ~~(Additional Administrative Banks)~~

1. **Workers' Compensation**

- a. A nurse who experiences a workers' compensation time loss due to illness or injury may cover the first three (3) days with PLH unless Hospitalized.
- b. If the time loss extends past three (3) days or if a nurse is Hospitalized, the workers' compensation payment should approximately equate to the nurse's take-home pay prior to the accident. Because of this, other than use of accrued leave to qualify for time loss each year, additional time will not be made available from either PLH or Legacy EIH.

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2. **AGREE IN PRINCIPLE Bereavement Leave** - A regular nurse may be granted up to three (3) consecutively scheduled workdays off, up to a maximum of twenty-four (24) hours non-consecutive paid leave from scheduled work time, ~~with pay to attend the funeral~~ **due to the death** of an immediate relative. This pay is from Hospital Administration as an indication of Hospital condolences. ~~Normally, up to one (1) day is given for attending Portland area funerals, with additional time given as necessary for travel or participation in funeral arrangements, as needed.~~

Each request is to be evaluated for approval by the nurse's department manager. Nurses may request accrued PLH for additional time needed. For the purpose of bereavement leave, "immediate relative" is defined as: Employee's spouse, domestic partner, parent (including biological, adoptive or foster parent, parent-in-law, or parent of domestic partner), child (including biological, adopted, step or foster child, child-in-law or child of domestic partner), brother, sister, sister-in-law, brother-in-law, grandparent or grandchild.

Paid bereavement leave runs concurrently with any bereavement leave to which an employee may be entitled under the Oregon Family Leave Act, but in no case shall the lack of OFLA leave availability be a reason to deny the exercise of the leave granted by this section.

3. **AGREE IN PRINCIPLE Jury Duty** - Hospital believes that it is the responsibility of nurses to perform their civic duty. In keeping with this philosophy, time off is granted for scheduled workdays for nurses to meet

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this obligation. Nurses are paid for jury duty leave at their regular rate of pay for prescheduled workdays only. **Nurses with scheduled hours that are immediately adjacent to jury duty hours, or that would afford the nurse less than 10 hours of rest after the completion of jury duty, may take unpaid time or PLH for such hours.** Jury duty pay, issued by the court system, may be kept by the nurse in addition to the nurse's regular pay. A nurse who is excused from jury duty when at least four (4) hours remain in the nurse's workday must report to work. ~~Volunteering for jury duty will disqualify nurses for jury duty pay.~~

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

M. **AGREE IN PRINCIPLE** Leave of Absence. For information refer to Leave of Absence policy and ~~Appendix C~~ **Article 7** of this Agreement.