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AGREEMENT

BY AND BETWEEN

OREGON NURSES ASSOCIATION

AND

TUALITY HEALTHCARE

~~July 13, 2023~~ until June 30, 2026⁹

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TABLE OF CONTENTS

~~AGREEMENT~~	~~11~~
~~WITNESSETH~~	~~11~~
~~ARTICLE 1 – RECOGNITION AND MEMBERSHIP~~	~~11~~
~~ARTICLE 2 – EQUALITY OF EMPLOYMENT OPPORTUNITY~~	~~55~~
~~ARTICLE 3 – HOSPITAL RIGHTS~~	~~65~~
~~ARTICLE 4 – PAID TIME OFF~~	~~66~~
~~ARTICLE 5 – HOURS OF WORK~~	~~177~~
~~ARTICLE 6 – EMPLOYMENT STATUS~~	~~2514~~
~~ARTICLE 7 – LEAVES OF ABSENCE~~	~~2916~~
~~ARTICLE 8 – HEALTH AND WELFARE~~	~~3617~~
~~ARTICLE 9 – RETIREMENT PROGRAMS~~	~~4120~~
~~ARTICLE 10 – ASSOCIATION BUSINESS AND DOCUMENTS PROVIDED BY HOSPITAL AND ASSOCIATION~~	~~4220~~
~~ARTICLE 11 – NO STRIKE/NO LOCKOUT~~	~~4322~~
~~ARTICLE 12 – GRIEVANCE PROCEDURE~~	~~4322~~
~~ARTICLE 13 – PROFESSIONAL DEVELOPMENT~~	~~4625~~
~~ARTICLE 14 – PROFESSIONAL NURSING CARE COMMITTEE~~	~~4827~~
~~ARTICLE 15 – SENIORITY AND JOB POSTING~~	~~4928~~
~~ARTICLE 16 – REDUCTION IN FORCE~~	~~5230~~
~~ARTICLE 17 – GENERAL~~	~~5633~~
~~ARTICLE 18 – SEPARABILITY~~	~~5935~~

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ARTICLE 19—SUCCESSORS.....	5935
ARTICLE 20—DURATION AND TERMINATION.....	5935
ARTICLE 21—APPENDICES.....	5936
SIGNATURE PAGE.....	6037
APPENDIX A.....	6238
MEMORANDUM OF UNDERSTANDING.....	9267
SPECIALTY NURSE RESIDENCY PROGRAM.....	9267
MEMORANDUM OF UNDERSTANDING.....	9868
TRIAGE WORKING GROUPS.....	9868

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AGREEMENT

THIS AGREEMENT is by and between **TUALITY HEALTHCARE** of Hillsboro, Oregon, hereinafter referred to as "Hospital," and **OREGON NURSES ASSOCIATION**, hereinafter referred to as "Association."

WITNESSETH

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

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

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

ARTICLE 1 – RECOGNITION AND MEMBERSHIP TA 10/20/26

A. Hospital recognizes Association as the collective bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for a bargaining unit composed of (1) all Registered Nurses employed by Hospital as staff nurses in the following Hospital units: Medical/Surgical, 4 West Unit, Women's and Children's Center, Intensive Care Unit ("ICU"), Progressive Care Unit ("PCU"), Post-Anesthesia Care Unit ("PACU"), Operating Room ("OR"), ~~Day Surgery~~, Emergency Department, ~~Observation Unit~~, Endoscopy, Outpatient Surgery ("TOPS"), Cath Lab, ~~Geriatric Psychiatry, and~~ Float Pool, and Case Managers in the Care Management Department, and (2) all full-time, regular part-time and per diem Registered Nurses working in the Infusion Clinic at 364 SE 8th Ave., Suites 108B and 105, Hillsboro, Oregon, excluding administrative and supervisory personnel and all other employees. If the Hospital moves positions described herein to the 7th Avenue Medical Building, such positions will remain in the bargaining unit.

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1 **B.** All nurses hired prior to ratification shall be eligible to transfer to other bargaining
2 unit positions even though those position postings may specify that a BSN is
3 required.
4

5 **C. Definitions.**

6 1. **Nurse** - Registered Nurse currently licensed to practice professional
7 nursing in Oregon.
8

9 2. **Staff Nurse** - Responsible for the direct or indirect total care of patient.
10

11 3. **Regular Full-time Nurse** - Any nurse who has completed the introductory
12 period and is regularly scheduled to work seventy-two (72) or more hours
13 per two (2)-week pay period on a nontemporary basis.
14

15 4. **Regular Part-time Nurse** - Any nurse who has completed the introductory
16 period and is regularly scheduled to work one (1) to seventy-one (71) hours
17 per two (2)-week pay period on a nontemporary basis.
18

19 5. **Per Diem Nurse** - A nurse who is scheduled to work on an as-needed basis.
20 A per diem nurse must work sign up for at least six five (65) -full, open shifts
21 as defined by the unit or department per schedule period (an open shift is
22 one not filled by a regular nurse). Such work requirement may be waived at
23 the discretion of the Hospital, and will not be applied to a per diem nurse in
24 a schedule period to the extent it was not possible based on the number of
25 open shifts for the nurse to sign up for and work the required number of
26 shifts. These minimum required shifts must include at least one (1) weekend
27 shift per calendar quarter and two (2) holidays designated in Section 5(I)
28 per calendar year (at least one (1) of which must be Thanksgiving Day,
29 Christmas Day or New Years Day). Nursing units may establish alternate
30 per diem work requirements that are not greater than those set forth in this
31 Section. Per diem nurses will be notified of open shifts at least seven (7)
32 days prior to the final schedule being posted and will request to be
33 scheduled for open shifts in writing.

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1 6. **Introductory Period** - A nurse who is newly hired into a position covered
2 by this Agreement will serve an introductory period of ninety (90) days,
3 unless the Hospital extends the introductory period. This extension will not
4 exceed an additional ninety (90) days. A nurse will be notified in writing of
5 any extension. The Hospital will provide an evaluation of performance to a
6 nurse in conjunction with any decision to extend an introductory period
7 under this Section.

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8
9 When a regular nurse is awarded a position in a new unit, department or
10 job classification covered by this Agreement, within sixty (60) days after
11 beginning that new position either the nurse or the Hospital may determine
12 that the new position is not suitable for the nurse. If the position is not
13 suitable, the nurse will be returned to the nurse's former position if that
14 position remains open (the Hospital has not informed a candidate of their
15 selection to fill the position) or, if it is not open, to another open position in
16 the nurse's former unit or department for which the nurse is qualified. If
17 returning to such an open position is not possible, the nurse will be placed
18 in a per diem position in the nurse's former unit or department. The Hospital
19 will provide performance feedback to a regular nurse within thirty (30) days
20 of starting a position in a new unit, department or job classification covered
21 by this Agreement.

22
23 7. **Relief Charge Nurse** - A staff nurse whom Hospital may, if and when it
24 deems appropriate, assign to be in charge of a designated shift(s) of an
25 organized nursing unit(s). This provision includes positions with other titles
26 when assigned by Hospital to be in charge of a designated shift(s) of an
27 organized Hospital unit(s), when the Nurse Leader or Nurse Manager is not
28 present. The Hospital shall not challenge the bargaining unit status of
29 nurses who perform this work or assert that nurses who perform Relief
30 Charge Nurse functions are supervisors and thus ineligible for Association
31 representation.

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32 8. **Preceptor Nurse** - ~~A nurse formally providing direct guidance, supervision,~~
33 ~~and orientation to another nurse or other employee for the purposes of~~

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~~orientation, education, or work improvement as scheduled and designated by a Nurse Manager.~~ Precepting is a formal, assigned role in which a nurse is responsible for structured, hands-on clinical education for a specific instructional period of a:

- newly graduated nurse,
- newly hired re-entry nurse,
- experienced nurse transitioning to a new area of specialty care,
- practicum senior level nursing student, or
- new traveler nurse or currently employed nurse who is new to the unit or department for up to a pre-determined period of time established by the unit leadership for orienting and evaluating competencies of the nurse (for example, providing orientation and competency check off for up to two days).

Preceptors are clinical experts in their field who have completed all preceptor education and training required by the Hospital and have been assigned by the Hospital to serve as a preceptor. The Hospital will determine the need for and will make all preceptor assignments. A nurse may decline a preceptor assignment when initially offered but, if accepted, must complete the preceptor assignment except by mutual agreement between the nurse and the Hospital.

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

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

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D. Nurses ~~hired after July 1, 1976,~~ shall either become a member of Association or pay to Association an amount (equal to or less than, as established by Association) in lieu of Association membership dues, without becoming a member of

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1 Association, after the thirtieth (30th) day following the beginning of employment as
2 a nurse or the execution date of this Agreement, whichever is later. ~~The provisions~~
3 ~~of this paragraph shall not apply to nurses hired prior to~~
4 ~~July 1, 1976.~~ Enforcement of this paragraph shall be strictly between Association
5 and individual nurses. The requirements of this paragraph shall not be a condition
6 of employment and shall not be subject to the Grievance Procedure.

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7
8 To safeguard the rights of non-Association nurses based on bona fide religious
9 tenets, or teachings of a church or religious body of which a nurse is a member,
10 the nurse may exercise the choice of joining Association, paying the "in lieu"
11 amount referred to in the preceding paragraph, or paying the "in lieu" amount to a
12 nonreligious charity. Payments are to be paid on a regular monthly basis or in
13 advance. ~~Provisions of this sub-paragraph do not apply to nurses hired prior to~~
14 ~~July 1, 1976.~~

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15 E. Hospital will deduct Association membership dues or that amount established in
16 lieu of those dues from the salary of each nurse who voluntarily agrees to the
17 deductions and who submits an appropriately written authorization to Hospital
18 setting forth the amount of the deduction. The deductions will be made each pay
19 period and remitted to Association. (NOTE: In months in which there are three (3)
20 pay periods, the deductions will be made only in the first (1st) two (2) pay periods
21 of the month.) The performance of this service is at no cost to Association.

22
23 F. Association will indemnify Hospital and save it harmless against any and all claims,
24 demands, suits, and other forms of liability that may arise out of, or by reason of
25 action taken or not taken by Hospital in intended compliance with, Sections D and
26 E above.

27 28 **ARTICLE 2 – EQUALITY OF EMPLOYMENT OPPORTUNITY**

29 Hospital and Association shall comply with all applicable state and federal laws against
30 discrimination in employment on account of sex, race, color, creed, religion, national
31 origin, sexual orientation, gender identity or expression, age, marital status or family
32 relationship, compensable on-the-job injury, veteran or military status, and physical or
33 mental disability, in connection with the employment of nurses covered by this
34 Agreement. Hospital may not discriminate against a nurse on account of membership in

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or lawful activity on behalf of Association. This Article is not intended to and may not be used by any nurse or Association as a basis for interference with normal Hospital routine, a nurse's duties, or the duties of other Hospital employees.

ARTICLE 3 – HOSPITAL RIGHTS

Association recognizes Hospital's right to operate and manage Hospital. All rights and powers not specifically and expressly restricted by this Agreement are retained by Hospital and are subject to exclusive Hospital control.

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ARTICLE 4 – PAID TIME OFF TA 10/20/26

~~A. 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.~~

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B.A. Notice and Requesting Time Off.

1. 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. 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. 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. 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. ~~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 nurses time off when requested. Because of the fluctuation of business, however, there may be times that a request is not granted.~~

2. The earliest request(s) for time off will be considered first (1st), 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.~~

C.D. 3. 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.

C.D. 4. 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 PLH before the requested time off. The nurse must have 100% of the needed PLH available by the date that

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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.

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D. 5. Hospital will grant request(s) for prescheduled time off to a minimum of two (2) nurses per shift in the following units:

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- 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

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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. 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. 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 EIH 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. Oregon Sick Leave. The first forty (40) hours of PLH and/or Legacy EIH 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. 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 EIH ~~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.

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.

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E. PLH Accrual (Regular Nurses).

4. 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):

		Accrual Rate	Hours Per	Hours	Days
Continuous Service		Per Hour	Pay Period*	Per Year*	Per Year**
Months	Years				
0-59	0-5	.1038	8-317.47	216194	2716
60-119	5-10	.1231	9-858.86	256230	3219
120-239	10-20	.1423	11-3810.25	296266	3722
240+	20+	.1615	12-9211.63	336302	4225

* Pay period and annual estimates based on eightyseven-two (8072) hours per pay period and two thousand eightyone thousand eight hundred seventy-two (2,080,1872) hours per year
+ Estimates based on eighttwelve-hour shifts

- 4.2. The effective date of change to a higher accrual will be the beginning of the pay period in which the anniversary date falls.

- 2.3. **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:

- 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;
- the amount of vacation requested is sufficient to bring the nurse below the four hundred eighty (480) hours cap;
- the vacation request was denied by Hospital; and
- the nurse actually uses the amount of PLH requested within thirty (30) days after reaching the four hundred eighty (480) hours cap.

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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 four hundred and eighty (480)-hour cap.

~~3.4. Nurses may carry over PLH each calendar year up to a maximum of four hundred eighty (480) hours.~~

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

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

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D.F. 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.

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E.G. Use of PLH.

1. 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, 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.

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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.

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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 52 below).

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1 c. When the Hospital determines that a per diem nurse desiring to work
2 would otherwise be canceled from a shift on a unit, a nurse
3 scheduled on the same unit and shift may volunteer to take a day off
4 without pay. A day off under such conditions is not a low-census day
5 and is not subject to the provisions of Article 16. A day off without
6 pay under this section may be taken by each nurse a maximum of
7 twice (2) a year.

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8
9 d. When a unit is closed for one (1) of the holidays designated in
10 Article 5, Section I, the nurse may take the holiday off without pay.

11
12 e. If a nurse utilizes a ten (10)-hour work break under staffing law, the
13 nurse may choose to take hours missed from next scheduled shift
14 without pay.

15
16 ~~2. Requests to take PLH, except for an unexpected emergency or illness,~~
17 ~~should be made in writing to Nurse Managers as far in advance as~~
18 ~~possible. Foreseeable sick leave must be scheduled in a manner that~~
19 ~~minimally disrupts business operations. If unforeseeable (unexpected~~
20 ~~emergencies or illness), the first forty (40) hours of PLH and Legacy EIH~~
21 ~~taken for reasons covered by Oregon Sick Leave will be granted~~
22 ~~preference over other requests. Otherwise, requests will be given~~
23 ~~preference on a first (1st) come, first (1st) served basis. Every~~
24 ~~consideration will be given in trying to grant nurses time off when~~
25 ~~requested. Because of the fluctuation of business, however, there may be~~
26 ~~times that a request is not granted.~~

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27
28 ~~3. Since Hospital believes that each nurse should have time away from the~~
29 ~~workplace for relaxation and well-being, full-time nurses are required to~~
30 ~~take ninety-six (96) hours of PLH per year.~~

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32 ~~4. Days missed because of illness are deducted from the PLH account~~
33 ~~unless the illness is longer than five (5) consecutive days or a nurse is~~
34 ~~Hospitalized (refer to Section G below).~~

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5- 2. When a low-census-day cancellation occurs, the nurses have the choice of using PLH to make up the difference in pay. A nurse may, however, choose to take the time off without pay. In that case, the Nurse Manager will write record on the timecard the number of nonworked hours. Nurses will accrue PLH on this nonworked low census time.

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6- 3. Effective July 1, 2004, nurses 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.G.1.c above).

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F.H. Cash-out of PLH.

1. Starting with open enrollment in 2018 and during open enrollment each calendar year thereafter, nurses may request cash-out of unused PLH accrued in the following calendar year at the straight-time hourly rate of pay including applicable differentials under the following conditions:

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a. 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.

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b. Once submitted, the cash-out request cannot be changed.

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c. If sufficient PLH hours are not available at the time of the cash-out to cover the requested amount and leave the required balance in the nurse's PLH bank, the number of hours cashed-out will be reduced accordingly.

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

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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 (12)-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.

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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.

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G.I. Use of Legacy EIH.

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1. 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 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 (1)-hour~~ fifteen (15) minute increments.

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2. ~~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.~~

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H.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:

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

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. Upon termination of employment, a nurse will be paid for up to three hundred and sixty (360) hours of unused PLH at the nurse's straight-time hourly rate of pay, provided that the nurse has completed ninety (90) days of employment. If the first (1st) forty (40) hours of PLH have not been used in the calendar year, a nurse will be paid up to this first (1st) 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.

1.a. A nurse who experiences a workers' compensation time loss due to illness or injury may cover the first (1st) three (3) days with PLH unless Hospitalized.

2.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

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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.

~~1-2. 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.

~~2. 3. Jury Duty. - Hospital believes that it is the responsibility of nurses to perform their civic duty. In keeping with this philosophy, time off is granted for scheduled workdays for nurses to meet this obligation. Nurses are paid for jury duty leave at their regular rate of pay for prescheduled workdays only. 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.~~

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3. **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.

J.M. Leave of Absence.

For information refer to Leave of Absence policy and ~~Appendix C~~ Article 7 of this Agreement.

ARTICLE 5 – HOURS OF WORK TA 10/20/26

A. Normal Work Period. ~~The basic workweek is forty (40) hours. A normal work~~ period is forty (40) hours per week, thirty-six (36) hours per week, or eighty (80) hours in a two-week period.

B. Normal Workday. ~~The basic workday is eight (8) hours plus one half (½) hour lunch period on the nurse's own time. If a nurse is unable to take a one-half (½) hour lunch period because of the nurse's duties during their regular shift, the nurse will be paid at time and one-half (1 ½) for that extra half (½) hour worked. Nothing in this Agreement precludes the Hospital's establishment of workdays different in length from the basic workday, except that (1) A normal workday consists of a minimum of eight (8) hours of work up to a maximum of twelve (12) hours of work, plus a thirty (30) minute unpaid lunch period.~~

C. Alternate Work Schedules. The Hospital may establish work periods or workdays different from a normal work period and workday or alternative work schedules. ~~A~~

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nurse will not be scheduled for more than twelve (12) consecutive hours without the nurse's consent. ~~The parties further agree that The Hospital will not regularly schedule a nurse employed by Hospital as of the date of ratification of this Agreement for a shift of less than six (6) hours, without the nurse's consent. and (2) a~~ change in a nurse's ~~regularly scheduled~~ normal workday is to be consistent with other provisions of this Agreement. ~~The parties further agree that Hospital will not regularly schedule a nurse employed by Hospital as of the date of ratification of this Agreement for a shift of less than six (6) hours, without the nurse's consent. An alternate to the normal eight hour (8) workday workweek shall be forty (40) hours, consisting of four (4) ten (10) hour days, excluding one half (½) hour meal period. An alternate to the normal workweek shall be thirty six (36) hours, consisting of three (3) twelve (12) hour days, excluding one half (½) hour meal period. An alternate to the normal workweek for employees working eight hour shifts will be eighty (80) hours in a two week period (8 and 80 schedule).~~ If in the interest of efficient operations it becomes necessary to change or establish scheduling patterns departing from workdays and workweeks as provided for in this Article, either party may confer with the other in an attempt to arrange mutually satisfactory schedules.

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C. Variable Shifts.

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1. **Variable Start Times** - Start times for "Variable Start Times" will vary no more than weekly, unless specified within the department's scheduling guidelines, or upon mutual agreement between the nurse and the manager.
2. **Variable Between Days and Nights** - Rotation for Variable Between Days and Nights will be determined within the department's scheduling guidelines.

D. Overtime Compensation. Overtime compensation will be paid at one and one-half (1 ½) times the nurse's regular straight-time hourly rate of pay, as follows:

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1. For all hours worked in excess of forty (40) hours in each workweek. For purposes of this subsection, "workweek" is defined as a period of seven (7) consecutive days commencing at the beginning of night shift on Saturday.

a. In lieu of this 40-hour workweek provision and for 8-and-80 schedules only, ~~o~~Overtime will be paid for time worked in excess of eighty (80) hours in a work period of fourteen (14) consecutive days ~~in lieu of this forty (40)-hour workweek provision (for eight (8) and eighty (80) schedules only)~~, if Hospital and an individual nurse have entered into such an agreement or understanding in writing, unless they thereafter agree to cancel the agreement or understanding.

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2. For all hours worked in excess of a nurse's scheduled shift of at least eight (8) hours of work (for example, hours worked by a nurse beyond a scheduled shift of eight(8)), or nine (9), ten (10), or twelve (12) hours in the case of nurses working such shifts) in each day.

For purposes of this subsection, "day" is defined as a period commencing at the beginning of a nurse's shift and terminating twenty-four (24) hours later, except for nurses who work in Surgical Services.

For nurses in Surgical Services, "day" is defined as a period commencing at 12:01 a.m. and terminating twenty-four (24) hours later. If an evening or night shift is added to Surgical Services, then "day" will be defined as a period commencing at the beginning of a nurse's shift and terminating twenty-four (24) hours later. The parties agree that a nurse's overtime agreement shall be matched to the nurse's assigned shift, and will change if the nurse's assigned shift is changed.

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- ~~3. Overtime will be paid for time worked in excess of eighty (80) hours in a work period of fourteen (14) consecutive days in lieu of this forty (40)-hour workweek provision (for eight (8) and eighty (80) schedules only), if Hospital and an individual nurse have entered into such an agreement or understanding in writing, unless they thereafter agree to cancel the agreement or understanding.~~

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E. Work in excess of the basic workday or workweek must be properly authorized in advance, except in an emergency.

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

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Employees are entitled to a non-duty, unpaid thirty (30) minute meal period ~~of one-half (1/2) hour~~ during each workday. Meal periods will be assigned as necessary in the course of making shift assignments. Employees required to be on duty during a meal period will be compensated.

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

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

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

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

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The Hospital and Association recognize that rest breaks or a meal period and rest break are occasionally combined with the voluntary agreement of the nurse and approval of Hospital unit leadership. The Hospital and Association agree that such

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practices may continue, that this Agreement prescribes rules concerning meal periods and rest breaks, and that state rules concerning meal periods and rest breaks are modified or do not apply to the extent allowed by law (including ORS 653.261, OAR 839-020-0050), including rules that would otherwise prohibit such combinations. All combinations of meal periods and rest breaks must be approved in advance by the Hospital unit leadership in the Hospital's sole discretion and documented in writing.

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G. Weekends. All nurses will be scheduled to receive at least every ~~second (2nd)~~ other weekend off whenever possible. If this time off is not granted, a nurse will receive time and one-half (1 ½) their straight time rate of pay for every consecutive weekend or portion thereof on which the nurse is scheduled to work, until a weekend off is granted. Nurses who wish to work consecutive weekends may sign an authorization to do so. Nurses who volunteer to work consecutive weekends may withdraw such authorization upon eight (8) weeks' written notice prior to the date a new schedule must be posted. A nurse who schedules consecutive weekends through a collaborative scheduling process is excluded from this Section.

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If a Hospital nursing unit or department elects to use a collaborative scheduling process and that process results in open weekend shifts, then the Hospital will first request that unit nurses volunteer to alter their schedules to cover open weekend shifts. If such volunteers are not sufficient to cover the open weekend shifts, the Hospital may alter the schedule and assign weekend shifts to unit nurses on a rotational basis by seniority. If through this process a nurse volunteers or is assigned to work a consecutive weekend under this schedule, the nurse will receive the consecutive weekend pay.

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Other alternate schedules may be arranged, in writing, by mutual agreement with the appropriate nurse manager. Such exceptions, including authorized consecutive weekend work, will not be subject to the time and one-half (1 ½) provisions.

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

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

I. Worked Holidays. A full-time, part-time, or per diem nurse working on one of the holidays designated in this section will be paid one and one-half (1 ½) times the nurse's straight-time hourly rate for hours worked on the holiday. The designated holidays are:

- New Year's Day. ~~(The designated New Year's Day holiday will run from 7:00 p.m. on December 31 through 6:59 p.m. on January 1)~~
- Martin Luther King Day.
- Memorial Day.
- Juneteenth.
- Independence Day.
- Labor Day.
- Thanksgiving Day. ~~and~~
- Christmas Day. ~~(The designated Christmas holiday will run from 7:00 p.m. on December 24 through 6:59 p.m. on December 25)~~

~~The designated New Year holiday for the evening shift is the eve of the holiday. Time and one-half (1 ½) will not be paid for evening shift of New Year's Day. The designated Christmas holiday will run from 7:00 p.m. on December 24 through 6:59 p.m. on December 25. Note: Unless otherwise indicated above, a holiday will run from 11:00 p.n. on the day before the holiday through 10:59 p.m. on the day of the holiday.~~ A shift will be eligible for holiday pay if the majority of the hours worked fall within the specified timeframe for the holiday.

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2 In addition to the designated holidays, the Employer recognizes the importance of
3 other days of cultural or religious significance to nurses. A nurse who wishes to
4 take paid time off for another culturally or religiously significant day should work
5 with their manager to request PLH on or close to the day under Appendix B Article
6 4. ~~Every consideration will be given in trying~~ The Hospital will make a good faith
7 effort to grant a nurse this time off when requested.

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9 J. Nurses will not suffer the loss of any fringe benefits as a result of not working one
10 of their scheduled working days at the request of Hospital, except as specifically
11 provided otherwise in this Agreement.

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13 K. Report Pay and Notice. A nurse who is scheduled to report for work and who is
14 permitted to come to work without receiving prior notice that no work is available
15 in the nurse's regular assignment shall perform any nursing work to which the
16 nurse may be assigned or will be sent home without pay. When Hospital is unable
17 to utilize the nurse in the usual clinical setting and the reason for lack of work is
18 within the control of Hospital, the nurse will work as assigned or be paid for a
19 minimum of four (4) hours times at the straight-time hourly rate plus applicable shift
20 differential. The provisions of this section do not apply if the lack of work is not
21 within the control of Hospital or if Hospital makes a reasonable effort calls or texts
22 the nurse at least two (2) hours before the nurse's scheduled time to work to notify
23 the nurse by telephone not to report for work. It is the nurse's responsibility to notify
24 Hospital of the nurse's current address and telephone number. Failure to do so
25 precludes Hospital from the notification requirements and payment of the above
26 minimum guaranty.

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28 L. If a nurse is unable to come to work, the nurse shall notify Hospital at least two
29 and one-half (2 ½) hours before the nurse's scheduled time to begin work, except
30 in emergency circumstances.

31
32 M. Floating. For purposes of floating assignments under this section, nurses will be
33 considered to be part of clinical "units" or "clusters" as follows:

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- 34 • Medical/Surgical units, 4-West, ~~and Observation Unit~~
- 35 • ICU/Critical Care and PCU

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- Women's and Children's Center (including Labor and Delivery, Postpartum, NICU, and Pediatrics)
- Surgical Services, consisting of OR, PACU, ~~Day Surgery~~, Outpatient Surgery (TOPS), Endoscopy, Diagnostic Imaging, and Cath Lab (nurses may be floated out of Cath Lab but other nurses would not be floated into Cath Lab except voluntarily).
- Emergency Department
- ~~Geriatric Psychiatry~~
- Infusion Clinic (within the Infusion Clinic cluster, nurses may be floated to any Hospital unit or department to care for infusion patients in that unit or department)
- Care Management Department (Case Managers may be scheduled and assigned by the Hospital to perform Case Manager work in any Hospital unit, department or location, which shall not be considered floating)

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Nurses may be floated by the Hospital to work areas within a nurse's unit or cluster as defined above to provide direct patient care or other duties as assigned, in accordance with this section.

Nurses may be floated to work areas outside of a nurse's unit or cluster as defined above on a voluntary basis. When a voluntary floating assignment is made outside of a nurse's defined unit or cluster, the nurse will be assigned duties in accordance with this section. If, however, the Hospital is unable to meet a floating need through assignment within a unit or cluster or through volunteers, the Hospital may provide alternate nursing resources to meet the patient care need, including through assignment of relief charge nurses or nursing leaders.

Float Pool nurses may be assigned to provide direct patient care or support duties in any area of the Hospital, in accordance with this section.

- i. Competency/Qualification. Nurses shall receive patient assignments commensurate with their skills and competencies. A nurse will not be

required to float to a patient assignment that requires specialty competence for which the nurse is not qualified. If a nurse feels that they are not qualified for a specific assignment, the nurse should indicate the reasons why and give them at the time of the request to the appropriate charge nurse or appropriate supervisor/manager or designee for the record.

- ii. Orientation. Nurses shall be floated only to work environments for which they have been oriented. For purposes of this section, "oriented" means that the nurse has received basic information needed to work on the unit, such as unit layout, location of supplies, and essential work protocols. A nurse may be oriented on a unit during the same shift that the nurse is assigned to work, as long as such orientation begins before the nurse assumes any patient care duties. Each unit will develop its own written float guidelines with staff nurse input. Such guidelines will be available for viewing on each unit. Such guidelines will include sufficient information to orient the nurse on the unit.

- N. A schedule covering a minimum of a six (6)-week period will be posted on each unit on the payday at least eight (8) days prior to the beginning of the six (6)-week period. After the schedule is posted on the applicable payday, adjustments to the posted schedule may be made only by mutual consent of the nurse and manager, unless an emergency situation necessitates a change, in which case the nurse will be given as much notice as practicable.

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

ARTICLE 6 – EMPLOYMENT STATUS TA 10/20/26

- A. Hospital has the right to hire, promote, and transfer nurses, except as expressly limited by this Agreement.

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- B. Regular Employee Status - A nurse employed by Hospital will not become a regular employee until the nurse has completed the introductory period.

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1 C. Notice of Resignation - All regular nurses shall give Hospital at least two (2)
2 weeks' notice of intended resignation.

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4 D. Notice of Termination - Hospital shall give regular nurses two (2) weeks' notice
5 of the termination of their employment, or if less notice is given, then the number
6 of working days within the period for which notice has not been given will be paid
7 to the nurse at the nurse's regular rate of pay. The hours to be paid under this
8 provision will be calculated based on the average number of regular hours paid
9 per week during the preceding six (6) months, less the number of shifts of notice
10 given; provided, however, that no such advance notice or pay in lieu thereof will
11 be required of nurses who are discharged for just cause.

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13 E. Termination Without Cause - A regular nurse who feels they have been
14 suspended, disciplined, or discharged (including for violations of the Drug-Free
15 Workplace policy) without proper just cause may present a grievance for
16 consideration under the grievance procedure.

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18 F. Exit Interview - An in-person exit interview with a human resources
19 representative will be ~~made available~~offered to each nurse ~~at the termination~~
20 ~~of resigning their~~ employment. ~~A nurse may request and the Hospital will not~~
21 ~~unreasonably deny the presence of a union representative, provided that the exit~~
22 ~~interview will not be unreasonably delayed.~~

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24 G. **Investigatory Interviews** - Nurses have the right to request ~~an~~up to two
25 Association representatives at an investigatory interview which the employee
26 reasonably believes might result in discipline and supervisors will inform
27 employees of this right prior to the interview. provided that only one Association
28 representative is required to satisfy a representation request and an investigatory
29 meeting will not be delayed to facilitate the participation of a second
30 representative. Hospital will inform the nurse of the investigatory interview and its
31 general subject matter (e.g., documentation, patient care, treatment of co-workers)
32 at least forty-eight (48) hours in advance of the interview unless (1) there is reason
33 to believe that the notice period would result in the compromising of evidence or
34 pose a risk to the safety of staff, patients or other members of the public, or (2) the
35 employee consents to meet at an earlier time.

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1
2 **H. Status of Investigation** - In the event that an employee is interviewed or otherwise
3 notified of an investigation that could result in disciplinary action, Hospital will make
4 its best efforts to notify the employee of the status of the investigation within
5 fourteen (14) days of such interview or notice as otherwise mutually agreed.

6
7 **I. Progressive Discipline** - Corrective action will normally follow a systematic and
8 progressive method by using increasingly stronger action. The principles of
9 progressive discipline shall apply to disciplinary actions except when Hospital
10 determines more escalated action is appropriate. This section shall not apply to
11 nurses on their introductory period.

12
13 **J. Meetings** - The parties agree that it is desirable that investigatory and disciplinary
14 meetings occur at the end of a nurse's scheduled shift or on a mutually agreed day
15 off from work.

16
17 **K. Disciplinary Documentation** - All disciplinary actions shall be recorded in writing.
18 The written document shall be placed in the employee's personnel file and a copy
19 of the document shall be provided to the nurse receiving such discipline at the time
20 it is administered. Written disciplinary notices will not be considered for progressive
21 discipline after more than two (2) years unless discipline was for theft, HIPAA
22 violation, willful misrepresentation, conduct threatening or endangering the safety
23 of others in the workplace, or discrimination, harassment, or assault/violence (as
24 defined by law) against another person.

25
26 **L. Nurse Improvement Assessment** - Hospital, upon request from the nurse, will
27 review the nurse's performance related to the original disciplinary action and
28 produce a written statement addressing the nurse's success at resolving the issues
29 that gave rise to the discipline. The statement thereafter shall be given to the nurse
30 and placed in their personnel file.

31
32 **M. Performance Improvement Plans** - The parties recognize that ~~mutually agreed~~
33 ~~upon~~ Performance Improvement Plans ("PIPs") are not in themselves disciplinary
34 actions and that they serve as a constructive tool to aid an employee in developing
35 skills and/or improving performance. However, failure to follow a PIP or

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successfully complete the requirements of a PIP will usually lead to corrective action.

Each PIP is expected to address specific practice issues and/or performance improvement goals with timelines for completion. The Hospital will use a consistent PIP template to the greatest extent possible, provided that the form of a PIP will not impact its validity. ~~Such plans are voluntary and may be initiated by either the nurse or management. However, nurse refusal to participate in a PIP will usually result in corrective action.~~ If a plan is in place and there is a significant change in circumstances (e.g., significant change in workload or assignment), the nurse may request an adjustment to the plan to address the changed circumstances.

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

O. Standards of Behavior - The Hospital and the Association strongly support standards of behavior in the workplace that are consistent with the mission and core values of Hillsboro Medical Center, the Hospital's Code of Conduct, and with the ANA Code of Ethics. The parties support the application of these standards with respect to everyone who works in the Hospital. There is an inherent value in the observance of standards of behavior that creates a culture where employees feel valued and patients are attended to with the utmost care and respect. Accordingly, the parties agree as follows:

A. No Tolerance - The Hospital and the Association agree to cooperate to promote zero tolerance for workplace violence, discrimination or harassment, consistent with Hospital policy, and the collective bargaining agreement.

B. Collaborative Work Environment - The Hospital and the Association agree to actively and cooperatively reinforce with Hospital employees the positive behaviors that characterize and sustain a collaborative, professional workplace environment.

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1 C. **Reporting and Non-Retaliation** - The Hospital and the Association support all
2 Hospital employees reporting conduct inconsistent with Hospital policies and
3 Code of Conduct and agree to follow Hospital policy regarding investigation and
4 non-retaliation.

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7 **ARTICLE 7 – LEAVES OF ABSENCE** TA 6/4/26

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

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10 At times nurses may need extended periods of time away from the job to take care of
11 personal needs. These absences may be paid or unpaid depending on the type of leave
12 and available accruals. It is the intent of Hospital to comply with all applicable federal and
13 state laws regarding leaves of absence. With respect to protected leaves, whenever
14 federal and state laws differ, Hospital will comply with the law that is more generous to
15 the nurse. Leaves of absence derived from federal or state law that are addressed in this
16 Article are intended to be administered in accordance with and to provide benefits
17 equivalent to but no greater than under the applicable law. When federal or state laws
18 provide greater rights than those enumerated below, the provisions of law will apply. To
19 the maximum extent allowed by law, all types of leave or paid time off of work provided
20 for in this Agreement, Employer policy, or under federal or state law will run concurrently.
21 For further information, refer to Hospital's Leave of Absence policy.

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23 A. Types of Leaves

24 1. **Family and Medical Leave** - Generally up to twelve (12) weeks per year
25 for an eligible nurse's own serious health condition, to care for a family
26 member with a serious health condition, to care for an infant or newly
27 adopted or foster child, or to care for a child who does not have a serious
28 health condition but who requires home care. Information regarding nurse
29 rights and entitlements under applicable state and federal leave laws is
30 available in the Human Resources Department. Generally allows nurses
31 eligible under the Family and Medical Leave Act (FMLA) up to 12 weeks of
32 leave in a rolling 12-month period for an eligible nurse's own serious health
33 condition, to care for a family member with a serious health condition, to
34 care for an infant or newly adopted or foster child, for qualifying exigencies

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related to a family member on active military duty, or up to 26 weeks per year in a single 12-month period to care for a family member with a serious injury or illness incurred on active military duty.

2. **Oregon Family and Medical Leave** - Generally allows nurses eligible under the Oregon Family and Medical Leave Act (OFLA) up to 12 weeks of leave in a rolling 12-month period to care for a sick child, for pregnancy disability, for bereavement, or due to a family member's military service.

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i. **Sick Child Leave** - Allows eligible nurses who qualify for OFLA to care for a child under the age of 18 or an adult dependent child substantially limited by a physical or mental impairment who is suffering from an illness, injury or condition that requires home care (for a serious or non-serious health condition) or due to school and childcare closures in conjunction with public health emergencies.

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ii. **Pregnancy Disability** - Allows eligible nurses who qualify for OFLA to take up to 12 additional weeks of leave for pregnancy related incapacity before or after the birth of the child or for prenatal care.

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iii. **Bereavement Leave** - Allows eligible nurses who qualify for OFLA up to two weeks of leave within 60 days of learning of the death of a family member (and a total of up to four weeks in each 12-month period).

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iv. **Military Family Leave** - Allows eligible nurses who qualify for OFLA to take up to 14 days of leave per military family member deployment.

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3. **Paid Leave Oregon** – A paid leave program provided and administered by the State of Oregon. Paid Leave Oregon (PLO) may be available to eligible nurses for up to 12 weeks (or 14 weeks in the event of a pregnancy-related health condition) for qualifying family, medical or safe leave reasons with wage replacement benefits as determined by the State. Nurses will be responsible for the employee premium share allowed by law, paid through payroll deduction. The Hospital will pay the employer share of the premium.

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2. ~~**Educational**~~ - Up to one (1) year for education/training that is directly related to the nurse's job.

3. ~~**Personal**~~ - Up to twelve (12) weeks for personal business.

4. ~~**Military Service**~~ - The maximum time granted will be in keeping with the order and in accordance with applicable laws. Nurses are also entitled to up to one (1) month of leave for annual military training duty. A nurse's own military service will be administered in accordance with applicable laws.

5. ~~**Workers' Compensation**~~ - For injuries or illnesses caused by work activities.

** ~~**Crime Victim Leave**~~ - An eligible nurse who has been the victim of a crime, or whose immediate family member has been the victim of a crime, may be entitled to an unpaid leave of absence to attend criminal proceedings.

6. ~~**Domestic Violence**~~ - An eligible nurse may be entitled to reasonable unpaid leave to address domestic violence, sexual assault, or stalking of the employee or the employee's minor dependents by obtaining legal or law enforcement assistance, getting medical treatment for injuries or mental health support, obtaining victims services, or managing or changing a living situation.

2. ~~**Educational**~~ - Up to one (1) year for education/training that is directly related to the nurse's job. A personal unprotected leave of absence for education/training that is directly related to the nurse's job. Educational leaves can be up to one (1) year in length. The leave needs to be approved by the Hospital.

3. ~~**Personal**~~ - Up to twelve (12) weeks for personal business. A personal unprotected leave of absence for up to twelve (12) weeks for personal business. The leave needs to be approved by the Hospital.

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1 B. Requests For Leaves

2 Employees requesting time off for all leave types referenced above (Appx. C,
3 Section A) except Educational Leave must notify their manager, Human
4 Resources, and contact initiate a leave request through Hospital's Leave
5 Administrator. Employees requesting educational leave must notify their manager
6 supervisor and Human Resources.

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7
8 Whenever possible, In accordance with procedures set forth in Hospital policy,
9 employees should give notice of and initiate a request for foreseeable leave thirty
10 (30) days in advance, or as soon as the need for leave is known. Employees should
11 give notice of and initiate a request for unforeseeable or unexpected leave as soon
12 as possible if the need for leave is unexpected and generally within 24 hours of the
13 commencement of the leave.

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14
15 While an employee is on a leave of absence they should continue to communicate
16 with their manager and Leave Administrator to update their status and return to
17 work date.

18
19 C. Approvals

20 For information regarding leave approvals, refer to Leave of Absence policy. If an
21 employee believes the Hospital's leave administrator has acted in error, the issue
22 should be promptly reported to Human Resources which will investigate. Any
23 discipline determined to be a result of leave administrator error will be removed.

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24
25
26 D. Medical Verification

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

1
2 E. Use of PLH and Legacy EIH

3 Accrued PLH may be used, in accordance with the guidelines of the TOTAL
4 program, Sections ** and Hospital policy to cover any unpaid leave of absence
5 except a workers' compensation leave. Accrued PLH must be used before going
6 into an unpaid status. In the case of a workers' compensation leave, the nurse will
7 receive medical and time-loss benefits through Hospital's workers' compensation
8 insurance carrier in accordance with applicable state law. Accrued Legacy EIH
9 may be used in accordance with Section ** and Hospital policy for any family or
10 medical leave as provided by applicable law. A nurse taking military leave may
11 choose to take the leave unpaid or may use PLH.

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12
13 F. Benefit Accrual

14 A nurse will continue to accrue PLH and Legacy EIH at the nurse's regular rate of
15 accrual as long as the nurse is in a pay status. When no longer in a pay status,
16 further accrual of PLH and Legacy EIH will cease until the nurse returns to work.

17
18 G. Insurance Benefits While on Leave

19 Group health insurance benefits will continue while a nurse is on leave under
20 FMLA, OFLA, PLO, or workers compensation. Hospital will continue to pay its
21 portion of nurses' group health insurance benefit premium while a nurse is on leave
22 for up to twelve (12) weeks (or longer, if required by law) for family leaves, military
23 leaves, and workers' compensation leaves. Nurses remain responsible for paying
24 their portion of the premiums. It is the responsibility of the nurses to contact the
25 Human Resources Department to make payment arrangements for their portion of
26 the premiums. Hospital will follow COBRA, ACA, FMLA and all other applicable
27 laws related to continuation of health insurance coverage. If an employee does not
28 pay their portion of the premiums, the Employer may elect to either cancel the
29 employee's group health insurance benefit while the employee is on leave or pay
30 the employee's portion of the premiums and deduct those payments from the
31 employee's paycheck upon return from leave. If the employee does not to return
32 from leave, the Employer may recover premiums paid during the leave as
33 permitted by law.

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

6 H. Requests For Extension

7 A nurse may request an extension to their leave. To request a leave extension, the
8 nurse ~~should~~ must notify their manager, Human Resources, an initiate a leave
9 extension request through the Hospital's Leave Administrator use the leave
10 request form available in the Human Resources Department. All extensions must
11 be approved by the Human Resources Department and the nurse's department
12 manager. If a nurse requests is **approved** for an extension of a family or medical
13 leave beyond the maximum to which the nurse is entitled under federal and state
14 law, **the extension will be considered a personal unprotected leave and the**
15 nurse will not maintain the nurse's reinstatement rights under those laws **unless**
16 **the extension of leave is deemed a reasonable accommodation for an**
17 **employee with a qualified disability.**

19 I. Return To Work

20 A nurse must contact their nurse manager, ~~or the~~ Human Resources, Department
21 **and the Hospital's Leave Administrator** at least seventy-two (72) hours before
22 the nurse's approved leave is to end either to request a leave extension or to be
23 added to the department schedule. If seventy-two (72) hours' notice is not possible,
24 the nurse should give as much notice as practicable. In the case of a family medical
25 leave for the nurse's own serious health condition or a workers' compensation
26 leave, a physician's release **from the nurse's healthcare provider** must be
27 submitted to the nurse manager **Human Resources** before beginning work.

29 **The Hospital will make reasonable efforts to ensure the nurse's badge, EPIC**
30 **log-in, and work e-mail are functioning before the time the nurse returns to**
31 **work.**

33 A nurse returning from an authorized **leave under the FMLA, OFLA, PLO family**
34 **leave, military leave, domestic violence leave, or workers' compensation leave will**
35 **be returned to the same position held when the leave began or, if this is not**

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possible, to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. **A nurse has no greater right to a position or other employment benefits than if the leave had not been taken (for example, the employee is subject to layoff the same as similarly situated nurses not taking leave).** A nurse returning from a personal leave or an educational leave will be returned to the first (1st) available comparable position for which the nurse is qualified.

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

J. Adjusted Benefit Date

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

K. Oregon Family & Medical Leave Insurance

~~The Oregon Family & Medical Leave Insurance (FMLI) Act, ORS chapter 657B, establishes a state program that generally allows eligible employees to apply for state-provided income replacement benefits for up to twelve (12) weeks (or under certain circumstances up to fourteen (14) weeks) of leave for qualifying reasons. Leave that is compensated through the FMLI program must be taken concurrently with all other applicable leave types available in this Agreement or by law, including FMLA and OFLA leave, to the maximum extent allowed by law. Nurses will be responsible for the employee premium share allowed by law, paid through payroll deduction. The Hospital will pay the employer share of the premium. Nurses must provide the Hospital with written notice of FMLI leave at least thirty (30) days before beginning the leave, including an explanation of the nurse's need for the leave and the timing and duration of the leave. If the need for FMLI leave is not foreseeable, the nurse (or someone acting on the nurse's behalf) must provide the Hospital with verbal notice within twenty four (24) hours, or as soon as possible if 24-hour notice~~

is not possible, and written notice within three (3) days after the commencement of the leave.

L. Questions

Additional information concerning nurse rights and entitlements under FMLA and OFLA are this Article and applicable state and federal leave laws is available in the Hospital's Leave of Absence policy and from the Human Resources Department. Questions concerning this policy Article or the procedures under it should be referred to the Human Resources Department or Association.

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ARTICLE 8 – EMPLOYEE HEALTH AND WELFARE~~SAFETY~~ TA 6/4/26

A. Health and Safety Standards. The Hospital and nurses have a shared commitment and responsibility to ensure a healthy and safe workplace environment. Workplace violence and threats of workplace violence are not tolerated and if reported to the Hospital will be reviewed and appropriate corrective action taken in accordance with Hospital policy.

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

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~~B. C. — Workplace Exposure to Communicable Disease. Laboratory~~ examinations, when indicated because of exposure to communicable diseases, will be provided to nurses by Hospital without cost to the nurse. If laboratory testing is medically indicated because of workplace exposure to a communicable disease, they will be provided by the Hospital at no cost.

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~~C. D.~~ Safety Protection and Devices. Safety devices and personal protective equipment deemed necessary to perform work duties safely and to meet

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1 requirements of applicable laws shall be furnished by the Hospital. Nurses must
2 use such devices and equipment as directed by the Hospital.

3
4 E. The Hospital and nurses have multiple avenues in which to address workplace
5 health and safety concerns, including workplace violence, through collaborative
6 committees. Such concerns are appropriate subjects to be addressed through the
7 procedures of the Professional Nursing Care Committee, the Labor Management
8 Committee, Unit Based Councils, and the Employee Safety Committee.

9
10 F. **Employee Safety Committee** - The Association Bargaining Unit shall appoint five
11 (5) of its members from different nursing units to serve on Hospital's Employee
12 Safety Committee for so long as Hospital maintains the Committee. The purpose
13 of the Employee Safety Committee is to bring employees and the Hospital together
14 in a non-adversarial, cooperative effort to promote safety and wellbeinghealth. The
15 Employee Safety Committee shall also perform those functions assigned by the
16 Hospital to fulfill the requirements of a workplace safety committee, including
17 consulting in accordance with applicable law on the Hospital's workplace violence
18 prevention and protection program. The Employee Safety Committee will include
19 workplace violence as a standing agenda item to ensure this important safety
20 concern is addressed through regular collaborative efforts.

21
22 The Employee Safety Committee must have an equal number of Hospital-selected
23 members and members who are employee-selected or employee volunteers,
24 including those employee members appointed by the Association Bargaining Unit.
25 The Employee Safety Committee shall act in an advisory rather than a decision-
26 making capacity. The bargaining-unit nurses serving on the Committee will be paid
27 for the purpose of attending Committee meetings and performing duties or tasks
28 assigned by the Committee.

29
30 G. **The following efforts to promote safety and security will continue:**

31
32 1. The Hospital will provide annual workplace violence prevention and
33 protection training to nurses. Nurses must complete all assigned workplace violence and
34 safety trainings.

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1 2. The Hospital will use reasonable efforts to provide consistent security
2 screening of patients, visitors and their belongings entering the Emergency Department.
3 Screening of patients and visitors that arrive via emergency medical services (EMS) will
4 be conducted as reasonably necessary.

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6 3. The Hospital will post prominent signs in locations it deems appropriate
7 indicating that weapons and/or violence are not tolerated.

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9 4. Workplace violence, threats of violence, or unsafe conditions should be
10 immediately reported to security for appropriate response. While Hospital security will be
11 the primary liaison to external law enforcement, nurses may also contact law enforcement
12 directly in emergent circumstances that require immediate contact to protect employee or
13 patient safety. Nurses must also promptly report all workplace injuries, exposures,
14 unhealthy or unsafe conditions, violence, or threats of violence to their supervisor and
15 through the Employer's online safety reporting system. No nurse will experience
16 retaliation because of such a report or for participating in the investigation of such a report.

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18 5. Inclement Weather. In cases of inclement weather as defined and determined under
19 Hospital policy, nurses have an obligation to plan ahead and make every reasonable effort
20 to safely report to work, including using resources made available by the Hospital, and to
21 provide as much advance notice as possible of any difficulty in reporting to work. The
22 Hospital's understands that even with these efforts inclement weather may impact a
23 nurse's ability to safely report to work. All the circumstances will be considered before
24 applying discipline where inclement weather is a factor.

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26 ARTICLE ** - INSURANCE BENEFITS TA 10/6/26

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28 A. Nurses may participate in the benefit plan offered by Hospital.

29 1. **Medical Insurance** - Hospital will offer nurses a medical insurance plan
30 with substantially equivalent benefits to those provided in the base plan
31 currently designated by Hospital as of January 1, 2016. Hospital will
32 contribute for nurses the same percentage of the monthly premium costs of
33 the base plan designated by Hospital each year as Hospital contributes for
34 other employees participating in the benefit plan, provided however that

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Hospital will maintain the percentage contribution for nurses within the range set forth below. The remaining cost of the base plan and of other plan options will be borne by the nurse as a payroll deduction. Hospital will provide such benefits directly or by insurance carriers designated by Hospital.

	Full-time	Part-time*
Employee Only	~~90.1~~ - 100%	~~81.5~~ 83 - 87.5%
Employee + Spouse	~~80~~ - 87.5%	~~66.5~~ - 72.5%
Employee + Child(ren)	~~80~~ - 87.5%	~~66.5~~ - 72.5%
Family	~~80~~ - 87.5% 85%	~~66.5~~ - 72.5% 71.5%

*A nurse is eligible if the nurse regularly works forty-eight (48) or more hours per pay period. ~~Nurses who were employed on March 1, 2004, with budgeted hours of forty (40) to forty-seven (47) hours per pay period and who participate in insurance will remain eligible for insurance for so long as the nurse maintains the nurse's current budgeted hours.~~

2. **Dental Insurance** - Hospital will offer to eligible nurses a group dental plan as with substantially equivalent benefits to those provided in the base plan currently designated by Hospital. Hospital will contribute for nurses the same percentage of the monthly premium costs of the base plan designated by Hospital each year as Hospital contributes for other employees participating in the benefit plan, provided however, that Hospital will maintain the percentage contribution for nurses between sixty-one percent (61%) and sixty-seven percent (67%). The remaining cost of the base plan and of other plan options will be borne by the nurse as a payroll deduction. Hospital will provide these benefits directly or by insurance carriers designated by Hospital.
3. **Long-Term Disability** - Hospital will offer to eligible nurses the long-term disability insurance currently designated by Hospital as the base plan or substitute therefor a program or programs with substantially equivalent benefits. Hospital will contribute one hundred percent (100%) of the cost of

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the monthly premium for each participating nurse for the base program designated by Hospital each year.

4. **Group Life Insurance** - Hospital will offer to eligible nurses the group life insurance program currently designated by Hospital as the base plan or substitute therefor a program or programs with substantially equivalent benefits. Hospital will contribute one hundred percent (100%) of the cost of the monthly premium for each participating nurse for the base program designated by Hospital each year.

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

6. **Short-Term Disability Insurance** - Hospital will offer to eligible nurses the short-term disability insurance currently designated by Hospital as the base plan or substitute therefor a program or programs with substantially equivalent benefits. The currently designated base plan provides for a seven-day elimination period, sixty percent (60%) income replacement (based on weekly average wage) up to a maximum of eight hundred dollars (\$800) per week, and up to twelve (12) weeks of benefits after the elimination period. ~~all~~ The short-term disability insurance benefits will be administered by the plan—in accordance with plan terms. Hospital will contribute one hundred percent (100%) of the cost of the monthly premium for each participating nurse for the base program designated by Hospital each year.

After claims for Paid Family and Medical Leave Insurance (PFMLI) benefits under ORS chapter 657B can be filed, currently anticipated to begin September 3, 2023, either the Association or the Employer may reopen this

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1 section for negotiation over the short-term disability insurance benefit. The
2 party desiring such reopener shall provide written notice to the other party.

3
4 Hospital will notify Association annually of changes to any component of the
5 benefit program. For so long as nurses in the bargaining unit participate in
6 the benefit program provided to other Hospital employees, any
7 improvement to the benefit program or to any element of the benefit
8 program will be implemented for nurses at the time it is implemented for
9 other employees. If nurses negotiate a plan or programs different from those
10 provided for other employees, nurses will not receive any changes in the
11 benefit program provided to other Hospital employees.

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

22 23 **ARTICLE 9 – RETIREMENT PROGRAMS**

24 **A.** Hospital will provide a retirement program for all eligible nurses covered by this
25 Agreement, subject to the terms and conditions of the plans. Benefits and eligibility
26 requirements for participation shall be defined by the plans.

27
28 **B.** Hospital will maintain a payroll deduction program to enable nurses to make
29 contributions to the retirement program in accordance with the terms and
30 conditions of the plans.

31
32 **C.** Association will be notified in writing by Hospital of any proposed change to any of
33 the plans or programs described in this Article at least forty-five (45) days prior to
34 the change. Association shall respond to such a notification within ten (10) days of
35 receipt. Any improvements to the plans or programs described in this Article will

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1 be offered to nurses at the time the improvements are offered to other Hospital
2 employees.

3
4 **ARTICLE 10 – ASSOCIATION BUSINESS AND DOCUMENTS**
5 **PROVIDED BY HOSPITAL AND ASSOCIATION**

6 **A.** Duly authorized representatives of Association will be permitted at all reasonable
7 times to enter the facilities operated by Hospital for purposes of transacting
8 Association business and observing conditions under which nurses are employed;
9 provided, however, the Association's representatives shall make every effort to
10 notify the Human Resources Department or designee of the intent to transact
11 Association business by at least the previous business day during normal business
12 hours. The representative shall confine the representative's visitation to the
13 locations where Association represented nurses work. Transaction of any
14 business must be conducted in an appropriate location subject to general Hospital
15 rules applicable to nonemployees (including visitor ID badge or ONA badge), be
16 confined to contract negotiation and administration matters, and must not interfere
17 with the work of the employees or provision of patient care.

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

23
24 **C.** Association will provide Hospital with a written list of the names of the nurse(s)
25 designated as the Association representative(s). Association will provide Hospital
26 an updated list within thirty (30) calendar days any time there is a change to the
27 permanent designated Association representatives including nurses designated as
28 Association representatives.

29
30 **D.** Hospital agrees to provide to the designated Association representative every
31 other pay period in an Excel spreadsheet the full names; name change, if any;
32 address (street name and number, city, state and zip code); phone number; full-
33 time equivalency (FTE); unique employee identifier; assigned shift unit/department

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and title; year-to-date actual hours worked; date of hire; seniority date; hours worked in the previous two (2) pay periods; transfer dates, if any; and termination date, if any.

E. An Association representative may meet with newly-hired nurses for thirty (30) minutes during new nurse employee orientation to give information about the Association and about membership. This meeting will occur on paid time for the newly-hired nurse(s). The Hospital will send to the Association a list of the scheduled Hospital general nursing orientation sessions, and specifying the thirty-minute timeslot designated for the Association. The Hospital will notify the Association within a reasonable time of any changes to the schedule or nurses that will attend orientation. Nurse attendee at new employee orientation will be provided release time and pay during the presentation.

F. Release for Legislative Activities - Nurses selected by the Association to assist in interacting with members of the Oregon State Legislature or their staff will seek to obtain scheduled time off for this purpose as far in advance as possible. The employer will undertake reasonable efforts to grant the requested time off. The Association will limit such requests so that a maximum of two (2) nurses will be released for this purpose at any given time and release for legislative activities is limited to twenty-four (24) hours per calendar year. Unless using PLH, release for legislative activities shall be unpaid.

ARTICLE 11 – NO STRIKE/NO LOCKOUT

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

ARTICLE 12 – GRIEVANCE PROCEDURE

A. The nurse may be represented by up to two (2) Association representatives at Steps I-III in the grievance procedure at the request of the nurse unless the Association requests additional representatives and Hospital approves. Hospital

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1 will not unreasonably deny such requests. In addition to the director, Chief Nursing
2 Officer, and Administrator, or their designees who shall be present at the Step I,
3 Step II, and Step III meetings, respectively, Hospital may be represented by up to
4 two (2) representatives plus Human Resources at any Step in the grievance
5 procedure. The number of representatives each side may have at Step IV shall be
6 decided by mutual agreement or by the arbitrator.

7
8 Any grievance or dispute that may arise between the parties over the application,
9 meaning, or interpretation of this Agreement is to be settled in the following
10 manner:

11
12 **Step I** - The nurse (or Association in the case of grievances directly affecting at
13 least three (3) nurses) shall take up the grievance by submitting it in writing within
14 fourteen (14) calendar days of the alleged occurrence or of the date when the
15 nurse (or Association, with respect to Association grievances) should reasonably
16 have known of the alleged occurrence. The grievance is to set forth the facts of the
17 dispute, including the date of the alleged violation, the name(s) of the employee(s)
18 affected, the specific provisions of this Agreement in dispute, and the relief
19 requested. The director over the nursing area affected or designee shall hold a
20 Step I grievance meeting within fourteen (14) calendar days of receipt of the
21 grievance, if a meeting is requested in writing at the time of grievance filing or if
22 the director or designee believes a Step I meeting would be beneficial. Otherwise,
23 the director or designee shall research the matter without a meeting. The director
24 or designee shall respond to the nurse within fourteen (14) calendar days of receipt
25 of the grievance or within fourteen (14) calendar days following the Step I meeting,
26 whichever is later. Grievances over the termination of a nurse are covered in
27 Section E below.

28
29 **Step II** - If the grievance has not been settled to the satisfaction of the nurse (or
30 Association in the case of a grievance directly affecting at least three (3) nurses)
31 at Step I, it may be presented in writing to the Chief Nursing Officer within fourteen
32 (14) calendar days after the Step I response is received by the grieving nurse or
33 the Association, as applicable, or at the end of the Step I response time, whichever
34 is earlier. The Chief Nursing Officer or designee shall conduct a meeting within
35 fourteen (14) calendar days after receipt of the grievance with the nurse and, if the

nurse requests, up to two (2) Association representative(s) to review the matter. The Chief Nursing Officer or designee will respond in writing to the nurse (or Association in the case of a grievance directly affecting at least three nurses) within fourteen (14) calendar days following the meeting.

Step III - If the grievance has not been settled at Step II, it is to be presented in writing to the Administrator of Hospital within fourteen (14) calendar days after the date of the written response by the Chief Nursing Officer or the date such reply was due in Step II, whichever is earlier. The Administrator or designee shall meet with the grievant, and up to two (2) Association representative(s) within fourteen (14) calendar days after receipt of the grievance to review the matter. The Administrator or designee will respond within fourteen (14) calendar days after the meeting, in writing to the grievant, with copies to the Association Grievance Committee and Association.

Step IV - If the grievance is still unsettled, Association may by written notice to Hospital request arbitration within seven (7) calendar days of the date of the Administrator's or designee's written response.

B. The arbitration proceeding is to be conducted by an arbitrator to be selected by Hospital and Association within seven (7) days after notice has been given. If the parties fail to select an arbitrator, either or both of them may request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators from Washington and Oregon. Both Hospital and Association shall alternately strike names from the list until one (1) name is remaining. The remaining person is the arbitrator.

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

D. Expenses for the arbitrator's services and the proceedings are to be borne equally by Hospital and Association. Each party, however, is responsible for compensating

1 its own representatives and witnesses. The parties will attempt to reach agreement
2 on whether or not an official transcript will be made. If the parties cannot agree,
3 either party may require an official transcript of the hearing, as long as it pays for
4 the transcription services and makes copies available without charge to the
5 arbitrator. If the other party later desires a copy of the transcript, it shall be
6 responsible for half the cost of the transcription services and the full cost of its copy
7 of the transcript.

8 **E.** Termination of a nurse who has not become a regular employee is not subject to
9 the Grievance Procedure. A grievance over the termination of a regular nurse that
10 is alleged to be without just cause is to be taken up by submitting it in writing at
11 Step II within fourteen (14) calendar days of the date of termination.

12
13 **F.** The time limits set forth in this Article may be extended by mutual agreement in
14 writing between Hospital and Association.

15 16 **ARTICLE 13 – PROFESSIONAL DEVELOPMENT**

17 **A.** Hospital shall provide counseling and evaluation of the work performance of each
18 nurse covered by this Agreement not less than once (1) per year. Upon request at
19 the time of a written evaluation, the nurse will be given a copy of the evaluation.

20
21 **B.** Hospital agrees to maintain a continuing in-service education program for all
22 personnel covered by this Agreement. If a nurse is required by Hospital to attend
23 in-service education functions or required to attend staff meetings outside the
24 nurse's normal shift, the nurse will be compensated for the time spent at those
25 functions at the nurse's established day straight-time hourly rate.

26
27 **C.** Hospital will provide the following:

- 28 1. Hospital will establish a pool of two thousand (2,000) hours per calendar year
29 for educational leave to attend courses directly related to nursing assignments

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1 at Hospital where attendance would be of benefit to both the nurse and
2 Hospital. The Hospital will develop a policy, after receiving input from PNCC,
3 regarding the allocation of the hours in the pool. Any revisions to the policy will
4 be reviewed with the PNCC prior to implementation. Full-time and part-time
5 nurses employed for at least six (6) months are eligible to request educational
6 leave days from the pool. Educational leave time must be requested in writing
7 to the Manager of the Department in which the nurse works as far in advance
8 as possible, specifying the date and nature of the course requested, and is
9 subject to the Department Manager's prior approval. Approval for up to thirty-
10 six (36)* hours per calendar year per FT nurse is not to be unreasonably
11 withheld; approval for more than thirty-six (36)* hours will be at the sole and
12 exclusive discretion of the Manager of the Department in which the nurse
13 works. The Manager of the Department in which the nurse works shall provide
14 the nurse with a reason, in writing, for any denial of educational leave within
15 twenty-one (21) calendar days of the receipt of the request. For each
16 educational leave day granted, the nurse will receive pay at the nurse's
17 straight-time rate of pay as follows:

- 18 a. If the nurse is missing work on an otherwise regularly scheduled
19 workday(s), the nurse will be paid for those hours of work that it is
20 necessary to miss in order to attend the scheduled session. However, if
21 a nurse is regularly scheduled to work a shift in excess of eight (8) hours
22 and the training, conference, or course is held on Hospital campus, then
23 the nurse may be required to work any missed hours in excess of eight
24 (8) hours immediately prior to or following the conference or training.
- 25
26 b. If the nurse is not missing a regularly scheduled day of work, the nurse
27 will be paid for those hours of attendance at the education session.

28
29 Educational leave hours from the pool not used in a calendar year will not
30 be carried over. Upon request by Hospital, a nurse who has taken
31 educational leave will submit a report or make an oral presentation for the
32 purpose of sharing the contents of the course attended, as a condition of
33 receiving educational leave pay.

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

2. Hospital shall provide a pool of money in the amount of thirty thousand dollars (\$30,000) to be used to pay expenses for registration fees or portions thereof related to educational leave to attend courses directly related to the nursing assignment at Hospital and of benefit to Hospital and the nurses. Full-time, part-time, and per diem nurses employed for at least six (6) months are eligible to request funds from the pool. The Hospital will develop a policy, after receiving input from the PNCC, regarding the allocation of the dollars in the pool. Any revision to the policy will be reviewed with the PNCC prior to implementation. Educational dollars that are not used in the calendar year will not be carried over.

3. Hospital will provide a designated member of the PNCC with a quarterly update as to status of the hours and fund pools described above.

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

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

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

ARTICLE 14 – PROFESSIONAL NURSING CARE COMMITTEE TA 6/4/26

~~A. The Association Bargaining Unit shall elect from its membership up to five (5) members of the unit, who will be included on the Professional Nursing Care Committee ("PNCC").~~

~~B. The PNCC shall meet not more than once a month at times that do not conflict with routine duty requirements. Each PNCC member is entitled to up to two (2)~~

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1 ~~paid hours per month at the member's regular straight time rate for the purpose~~
2 ~~of attending PNCC meetings.~~

3
4 ~~C. The PNCC shall prepare an agenda and keep minutes for all of its meetings by~~
5 ~~completing standard Hospital forms for meeting agendas and minutes, copies of~~
6 ~~which are to be provided to the Chief Nursing Officer within five (5) days after~~
7 ~~each meeting.~~

8 ~~D. The PNCC shall consider matters that are not proper subjects to be processed~~
9 ~~through the grievance procedure, including the improvements of patient care and~~
10 ~~nursing practice and staffing issues.~~

11
12 ~~E. Hospital recognizes the responsibility of the PNCC to recommend measures~~
13 ~~objectively to improve patient care, will duly consider such recommendations and~~
14 ~~will respond to such recommendation(s) within three (3) weeks. The PNCC may~~
15 ~~invite the Chief Nursing Officer or designee to its meetings for the purpose of~~
16 ~~exchanging information or to provide the Hospital with recommendations.~~

17 18 **ARTICLE 15 – SENIORITY AND JOB POSTING** TA 7/16/26

19 **A. Seniority:**

- 20 1. Seniority is the total length of continuous employment from the date of hire
21 as a nurse in the bargaining unit covered by this agreement. Continuous
22 employment means the performance of all scheduled hours of work,
23 including time off because of paid-leave hours, legacy extended-illness
24 hours, and low-census hours, ~~reduced by the periods of any authorized~~
25 ~~unpaid leaves of absence of fourteen (14) or more days~~ that has not been
26 interrupted by the occurrence of the following;

- 27 a. Termination of employment, unless ~~rehired~~ the employee is rehired
28 and commences reemployment in a position covered by this
29 Agreement within ~~thirty (30)~~ ninety (90) calendar days of the
30 termination date.

- 31
32 b. Layoff for lack of work that has continued for six (6) consecutive
33 months.
34

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c. Continued absence following the expiration of a written leave of absence or emergency extension thereof granted by Hospital.

d. Absence from work for three (3) consecutive working days without notice to Hospital.

e. Failure to report for work promptly after an accident or sickness when released to return to work by a physician.

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~~f. With respect to per diem nurses only, not having worked for Hospital as a nurse for three (3) consecutive months, excluding time while absent because of illness or on the job injury.~~

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

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B. Job Posting and Filling of Vacancies:

1. The Hospital will post weekly a list of on its application system all open positions to be filled with unit, shift and budgeted hours for each position. A nurse who wishes to apply for a posted open position must do so using the Hospital's current application system. Qualified internal nurse applicants who apply to a posted open position using the Hospital's current application system to ~~change units, shifts, or hours~~ will be hired in order of seniority ~~when vacancies occur, as follows~~

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a. first among all full- and part-time nurses ~~s applicants~~ within the unit,

b. then among staff nurses in the Specialty Nurse ~~Residency~~ Training program based on seniority ~~(unless Specialty Nurse Resident was an ONA represented employee before residency, in which case seniority applies);~~

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c. then among per diem nurse applicants within the unit of the open position based on seniority,

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d. then among all full- and part-time nurses applicants house-wide based on seniority;

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e. and ~~next~~ then among per diem nurse applicants house-wide based on seniority.

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"Unit" for the purposes of the above hiring order is defined as one listed in Article

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1(A) (except that WCC will be considered two units - LDRP and NICU/Pediatrics).

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A nurse applicant who is awarded a new position will be moved to the position within six (6) weeks after the award, unless doing so would pose a threat to health or safety. In the latter situation the relevant managers and the employee will negotiate a mutually agreeable start date.

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

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~~3.2.~~ If a nurse's status is converted to per diem because the nurse has no protected leave and the nurse's PLH and Legacy EIH banks have been exhausted, for purposes of bidding rights for vacant open positions as described in B.1 and B.2 above, the nurse will be deemed to have the status and seniority the nurse had before the nurse's status was converted to per diem. For purposes of bidding, the nurse will be deemed to have the status and seniority the nurse had before being converted to per diem for a period

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of ninety (90) days from the date that the nurse was converted to per diem status.

~~4.3.~~ Nurses who have received a written warning or above in the previous six (6) months, shall not be eligible to change units, shifts or hours.

ARTICLE 16 – REDUCTION IN FORCE TA 10/20/26

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

A. Low-Census Day - If Hospital expects a reduction in force within the shift of a unit to last for ~~twenty-one~~thirty (21~~30~~) continuous calendar days or less, this low-census-day provision applies. Low-census days will be in assigned to nurses in the affected unit and shift the following order:

- Short notice shift ~~(Code sixty-two (62))~~ (will not count for low census days for purposes of rotation)
- Extra shifts (will not count for low census days for purposes of rotation)
- Volunteers
- Travelers/agency
- Per diems

~~• Float Pool nurses~~

- Mandatory by a system of rotation. It is understood that (1) this rotation will include float pool nurses on the affected unit and shift and (2) that when low census is needed within the float pool, the float pool nurse who would receive mandatory low census is compared to nurses working in the clinical units where that float pool nurse is qualified to work, and if a nurse on shift in one of those units would instead receive census under the principles of this Section, that nurse will be low censused and the float pool nurse assigned to work on that unit.

New graduates will not be low censused until they finish ~~twenty-four~~eight (24~~8~~) ~~weeks of employment~~ their orientation period and for up to eight weeks thereafter, as determined by the Hospital. ~~and e~~ Experienced hires will not be low censused until they finish their orientation or introductory period, whichever is longer.

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Specialty Training Program nurses will not be low censused until they complete the training program and for up to eight weeks thereafter, as determined by the Hospital.

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1. Hospital will not impose mandatory low-census on a regular nurse more than a total of sixteen (16) hours per pay period if the nurse commits to voluntarily float outside their unit or cluster in accordance with Article 5, Section M as follows:

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a. Prior to the posting of a six (6)-week work schedule, the nurse indicates in accordance with unit procedure their agreement to voluntarily float outside of their unit or cluster for the duration of that work schedule period;

b. Alternatively, the nurse indicates their long-term agreement to voluntarily float outside of their unit or cluster on a form provided by the Hospital for as long as that agreement is in effect. The nurse may end their long-term agreement to float outside of their unit or cluster prior to the posting of a six (6)-week work schedule, to be effective at the beginning of that six (6)-week work schedule.

Nurses may be required to be on standby and be called in as needed for their unit only. Nurses on standby will be paid standby pay in accordance with Appendix A to this Agreement. Nurses on short notice shifts (Code 62) and extra shifts who are canceled, or sent home early, will have the option to be on standby.

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

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

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

B. Layoff - If the reduction in force within the shift of a unit is expected by Hospital to, or actually does, last for more than ~~twenty-one~~thirty (21~~30~~) continuous calendar days, layoff will be used instead of low census days. ~~At the time that Hospital announces a layoff,~~ Hospital shall ~~orally~~ notify Association of a layoff in writing when the layoff is announced to affected nurses. at least ~~twenty-one~~thirty (21~~30~~) days in advance, ~~followed by written notification.~~ Layoff will be in the reverse order of seniority among the nurses on the shift of the unit affected, provided that the remaining nurses on the unit and shift are qualified to perform the work to be done. The nurse(s) to be laid off under the preceding sentence may go on layoff or, if the nurse(s) has greater seniority than other nurse(s) on the unit, may request to replace the least senior nurse on the same unit in a comparable position. When such a request is made, it will be granted and the least senior nurse on the unit in a comparable position will be laid off, provided that the remaining nurses on the unit and shift are qualified to perform the work to be done.

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

2. Recall from a layoff under this Section B will be in the reverse order of the layoff, provided that the nurse is qualified to perform the work to be done. If a laid-off nurse is recalled to a position that is not comparable to the nurse's position at the time of layoff, the nurse may refuse the recall, which will waive the nurse's recall rights for that assignment. With respect to such a waiver, the nurse's original layoff for lack of work will continue as if no recall

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had occurred. No per diem will be assigned to the shift on the unit where the layoff actually occurs while nurses from that unit and shift are on layoff, unless qualified laid-off nurses are not available to perform the assignment.

3. Pursuant to Section 15(A)(1)(b) of this Agreement, any recall rights shall end six (6) months after layoff.

4. **Severance**, Regular full-time and part-time nurses subject to layoff under this Section will be offered severance pay and benefits under the terms and conditions of the Hospital's Severance Pay policy. Termination with severance will be considered a break in continuous employment under Section 15(A) and (B) regardless of any reemployment. This severance provision is the exclusive severance benefit and will not be subject to further negotiation in the event of a layoff.

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

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1. A "comparable position" is defined as:
 - a. Within plus or minus one (1) of the nurse's regularly scheduled shifts per pay period at the time of layoff (e.g., shifts of eight (8), nine (9), ten (10), or twelve (12) hours);
 - b. The same shift; and
 - c. For purposes of Article 16, Section B(2) (recall), including the same unit.
2. "Units" are defined as those listed in Article 1.A (except that ICU/PCU will be considered one unit – Critical Care).

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ARTICLE 17 – ~~GENERAL COMMITTEES~~ TA 6/4/26

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

~~**B. Employee Safety Committee**—The Association Bargaining Unit shall appoint five (5) of its members from different nursing units to serve on Hospital's Employee Safety Committee for so long as Hospital maintains the Committee. The purpose of the Employee Safety Committee is to bring employees and the Hospital together in a non-adversarial, cooperative effort to promote safety and wellbeing. The Employee Safety Committee shall also perform those functions assigned by the Hospital to fulfill the requirements of a workplace safety committee. The Employee Safety Committee must have an equal number of Hospital-selected members and members who are employee-selected or employee volunteers, including those employee members appointed by the Association Bargaining Unit. The Employee Safety Committee shall act in an advisory rather than a decision-making capacity. The bargaining unit nurses serving on the Committee will be paid for the purpose of attending Committee meetings and performing duties or tasks assigned by the Committee.~~

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A. Professional Nursing Care Committee.

1. The Association Bargaining Unit shall elect from its membership up to five (5) members of the unit, who will be included on the Professional Nursing Care Committee ("PNCC").

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2. The PNCC shall meet not more than once a month at times that do not conflict with routine duty requirements. Each PNCC member is entitled to up to two (2) paid hours per month at the member's regular straight-time rate for the purpose of attending PNCC meetings.

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3. The PNCC shall prepare an agenda and keep minutes for all of its meetings by completing standard Hospital forms for meeting agendas and minutes, copies of which are to be provided to the Chief Nursing Officer within five (5) days after each meeting.

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4. The PNCC shall consider matters that are not proper subjects to be processed through the grievance procedure, including the improvements of patient care and nursing practice and staffing issues.

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~~E.~~ 5. Hospital recognizes the responsibility of the PNCC to recommend measures objectively to improve patient care, will duly consider such recommendations and will respond to such recommendation(s) within three (3) weeks. The PNCC may invite the Chief Nursing Officer or designee to its meetings for the purpose of exchanging information or to provide the Hospital with recommendations.

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~~G.B.~~ Nurse Staffing Committee. The Hospital and Association have a shared commitment to meeting the healthcare needs of patients and will work jointly through the Nurse Staffing Committee (NSC) to develop staffing plans appropriate to these needs. The NSC is responsible for the development, review and modification of written staffing plans for each nursing unit as a shared responsibility of nurses and nursing leaders. NSC members will be paid for attending Committee meetings and for performing duties or tasks assigned by the committee. The Hospital will post approved staffing plans in a location on the applicable units that is accessible to employees.

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

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

2. The Committee shall jointly prepare an agenda and keep minutes for all of its meetings by completing standard Hospital forms for meeting agendas and minutes. The minutes will be written and jointly approved prior to distribution. The Employer will make the minutes available on Hospital intranet.

3. Timely resolution of issues is in the best interests of both parties so with the introduction of a new issue, the Committee shall attempt to agree upon a desired appropriate time frame for issue resolution.

D. Unit Based Councils. Unit Based Councils (UBCs) may be established for operational units as determined by the Hospital. Unit leadership and employees are encouraged to develop and actively participate in a UBC. UBCs will consist of representatives of unit nurses, unit employees, and unit management.

A UBC is the foundation for shared governance at the unit level. The role of a UBC is to facilitate shared participation in making evidence-based recommendations that advance the delivery of professional nursing care, patient outcomes, operations, culture and communication at the unit level. Including but not limited to:

- a. Identify opportunities for clinical and operational improvement
- b. Review policies and practice standards
- c. Recommendations on unit specific scheduling practices
- d. Collaborate on quality, workplace violence, and safety initiatives
- e. Strengthen communication
- f. Promote a healthy work environment
- g. Conduct other tasks assigned by the Hospital

Participation in UBC meetings will be considered as time worked and paid at the appropriate rate of pay. Additional compensated time for approved project-based work may be recommended by the UBC for management approval.

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The composition, governance, and operation of a UBC will be based on a written charter. The UBCs will operate in an advisory rather than a decision-making capacity.

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E. See Article ** for Employee Safety Committee.

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ARTICLE 18 – SEPARABILITY

If any provision of this Agreement is declared invalid at any time by any court of competent jurisdiction on or through government regulations or decree, that decision will not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

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ARTICLE 19 – SUCCESSORS

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

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ARTICLE 20 – DURATION AND TERMINATION TA 10/20/26

This Agreement is effective as of the date of ratification by both parties, except as specifically provided otherwise, and will remain in full force and effect until June 30, 202~~6~~⁹, and from year to year thereafter unless either party serves written notice on the other to modify, amend, or terminate at least one hundred and twenty (120) days prior to June 30, 202~~6~~⁹, or any subsequent anniversary thereof.

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ARTICLE 21 – APPENDICES

Appendices or addendums are intended to be part of this entire Agreement and by this reference are made a part hereto.

SIGNATURE PAGE

IN WITNESS WHEREOF the Hospital and the Association have executed this Agreement as of ~~September, 2023~~.

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OREGON NURSES ASSOCIATION

TUALITY HEALTHCARE

Maggie Greene, Labor Representative,

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Cindy Whitaker, RN, Acting Chair,

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Jayesh Palshikar, RN, Grievance Chair,

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Karen Shipman, RN, ONA PNCC Chair

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Allison Perez, RN, ONA Treasurer,

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James Scholz, RN, Staffing Committee Co-Chair,

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Aspen Christensen, RN, Membership Chair,

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Cody Alexander, RN, ED Unit Rep, CAT Coordinator

Molly Lindsey, RN, PACU Unit Rep,

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Chris Fults, RN, MedSurg Unit Rep

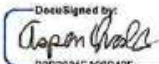
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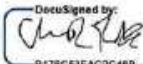
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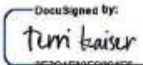
OREGON NURSES ASSOCIATION

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Daisy Hernandez, Labor Representative

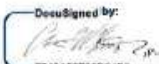
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Aspen Christensen, RN

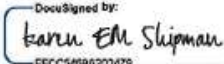
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Chris Fults, RN

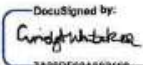
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Terri Kaiser, RN

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Jayesh Palshikar, RN

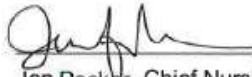
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Chris Peterson, RN

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Karen Shipman, RN

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Cindy Whitaker, RN

TUALITY HEALTHCARE


Lori James-Nielsen, President & CEO


Jen Packer, Chief Nursing Officer


Lauri Bolton, VP Human Resources

APPENDIX A TA 10/20/26

A1. Effective with the first (1st) full pay period beginning after ratification of this Agreement, rates of pay shall be adjusted ~~by seven percent (7%)~~ as follows:

Start		Hourly
		~~\$45.61~~
After	1 Yr	~~\$48.29~~
After	2 Yrs	~~\$50.19~~
After	3 Yrs	~~\$51.71~~
After	4 Yrs	~~\$53.59~~
After	5 Yrs	~~\$55.99~~
After	6 Yrs	~~\$56.81~~
After	7 Yrs	~~\$57.61~~
After	8 Yrs	~~\$57.89~~
After	9 Yrs	~~\$58.66~~
After	10 Yrs	~~\$58.88~~
After	11 Yrs	~~\$58.88~~
After	12 Yrs	~~\$59.96~~
After	13 Yrs	~~\$59.96~~
After	14 Yrs	~~\$60.68~~
After	15 Yrs	~~\$60.68~~
After	16 Yrs	~~\$61.91~~
After	17 Yrs	~~\$61.91~~
After	18 Yrs	~~\$62.56~~
After	19 Yrs	~~\$62.56~~
After	20 Yrs	~~\$63.89~~
After	21 Yrs	~~\$63.89~~
After	22 Yrs	~~\$65.17~~
After	23 Yrs	~~\$65.17~~
After	24 Yrs	~~\$65.17~~
After	25 Yrs	~~\$65.81~~
After	26 Yrs	~~\$65.81~~
Start		Hourly

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After	27 Yrs	~~\$67.13~~
After	28 Yrs	~~\$67.13~~
After	29 Yrs	~~\$67.13~~
After	30 Yrs	~~\$68.49~~

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- 1 **A2.** Effective with the first (1st) full pay period beginning after July 1, 2024~~7~~, rates of
- 2 pay shall be adjusted by four percent (~~4.6~~%) as follows:

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Start		Hourly
		~~\$47.44~~
After	1 Yr	~~\$50.22~~
After	2 Yrs	~~\$52.20~~
After	3 Yrs	~~\$53.78~~
After	4 Yrs	~~\$55.73~~
After	5 Yrs	~~\$58.23~~
After	6 Yrs	~~\$59.08~~
After	7 Yrs	~~\$59.91~~
After	8 Yrs	~~\$60.20~~
After	9 Yrs	~~\$61.00~~
After	10 Yrs	~~\$61.24~~
After	11 Yrs	~~\$61.24~~
After	12 Yrs	~~\$62.36~~
After	13 Yrs	~~\$62.36~~
After	14 Yrs	~~\$63.11~~
After	15 Yrs	~~\$63.11~~
After	16 Yrs	~~\$64.39~~
After	17 Yrs	~~\$64.39~~
After	18 Yrs	~~\$65.07~~
After	19 Yrs	~~\$65.07~~
After	20 Yrs	~~\$66.45~~
Start		Hourly
After	21 Yrs	~~\$66.45~~

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After	22 Yrs	~~\$67.78~~
After	23 Yrs	~~\$67.78~~
After	24 Yrs	~~\$67.78~~
After	25 Yrs	~~\$68.44~~
After	26 Yrs	~~\$68.44~~
After	27 Yrs	~~\$69.82~~
After	28 Yrs	~~\$69.82~~
After	29 Yrs	~~\$69.82~~
After	30 Yrs	~~\$71.23~~

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- 1 **A3.** Effective with the first (1st) full pay period beginning after July 1, 202~~5~~⁸, rates of
- 2 pay shall be adjusted by four percent (~~4.7~~⁷%) as follows:

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Start		Hourly
		~~\$49.34~~
After	1 Yr	~~\$52.23~~
After	2 Yrs	~~\$54.29~~
After	3 Yrs	~~\$55.93~~
After	4 Yrs	~~\$57.96~~
After	5 Yrs	~~\$60.56~~
After	6 Yrs	~~\$61.44~~
After	7 Yrs	~~\$62.31~~
After	8 Yrs	~~\$62.61~~
After	9 Yrs	~~\$63.44~~
After	10 Yrs	~~\$63.69~~
After	11 Yrs	~~\$63.69~~
After	12 Yrs	~~\$64.86~~
After	13 Yrs	~~\$64.86~~
After	14 Yrs	~~\$65.63~~
Start		Hourly
After	15 Yrs	~~\$65.63~~
After	16 Yrs	~~\$66.96~~

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After	17 Yrs	~~\$66.96~~
After	18 Yrs	~~\$67.67~~
After	19 Yrs	~~\$67.67~~
After	20 Yrs	~~\$69.10~~
After	21 Yrs	~~\$69.10~~
After	22 Yrs	~~\$70.49~~
After	23 Yrs	~~\$70.49~~
After	24 Yrs	~~\$70.49~~
After	25 Yrs	~~\$71.17~~
After	26 Yrs	~~\$71.17~~
After	27 Yrs	~~\$72.61~~
After	28 Yrs	~~\$72.61~~
After	29 Yrs	~~\$72.61~~
After	30 Yrs	~~\$74.08~~

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B. Temporary assignment to a higher position/shift - A nurse temporarily assigned to a higher position and shift will be compensated for such assignment at no less than the minimum rate of pay applicable to the higher position if the assignment lasts for at least four (4) hours.

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C. Per Diem Nurses - Per diem nurses will be paid on the same pay scale as other bargaining unit nurses (noted in Section A above), plus ten percent (10%). Per diem nurses will have the obligation to work the minimum required hours specified in Article 1, Section C(5) of this Agreement.

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

**** BSN Differential** - A nurse who has a Bachelor of Sciences in Nursing (BSN) degree from an accredited BSN program (or a higher level degree in nursing from an accredited program) will receive a differential of one dollar (\$1.00) per hour. Nurses must provide proof of a qualifying degree upon claiming the differential and at the Employer's request. Differential pay will begin in the first pay period after a request with required documentation is approved.

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D. Float Pool Nurses - Float Pool nurses will be paid on the same pay scale as other bargaining unit nurses (noted in Section A above), plus four dollars (\$4.00) an hour. Float Pool nurses who are competent in at least four (4) clinical nursing specialties, as determined by the Employer through its periodic competency evaluations, will be paid six dollars (\$6.00) per hour above the nurses' straight-time rate of pay.

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E. Nurses who agree to float to work areas outside of the nurse's defined unit or cluster on a voluntary basis in accordance with Article 5, Section M will receive a two dollar (\$2.00) per hour differential in addition to the nurse's straight-time rate of pay for hours worked in the floating assignment.

F. Shift Differentials

1. Nurses working on the evening shift will receive three dollars (\$3.00) per hour in addition to the appropriate hourly rate set forth in paragraph A above. Evening shift is defined as any shift in which a majority of hours are scheduled after 2:30 p.m.

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2. Nurses working on the night shift will receive ~~six~~ eight dollars (~~\$6~~ \$8.00) per hour in addition to the appropriate hourly rate set forth in paragraph A above. Effective the first full pay period following July 1, 2027 this rate will increase to ten dollars (\$10.00) per hour. Night shift is defined as any shift in which a majority of hours are scheduled after 9 p.m.

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If an employee is scheduled for a night or evening shift and works a partial shift due to low census, they will be paid the applicable shift differential for the originally scheduled shift.

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

1 **G. Relief Charge Nurse** - Nurses who are assigned to work as Relief Charge Nurse
2 will receive ~~three~~four -dollars and fifty cents (~~\$34~~.50) per hour for that work in
3 addition to the appropriate hourly rate set forth in paragraph A above.

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5 **H. Preceptors** - Nurses assigned to work as preceptors for newly employed RN's and
6 senior practicum students will be compensated ~~two~~four dollars and fifty cents
7 (~~\$24,050~~) per hour in addition to the appropriate hourly rate of pay set forth in
8 paragraph A above and other applicable differentials.

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10 **I. Standby** - The following standby policies apply:

11 1. Nurses regularly employed full-time, part-time, and per diem will be paid five
12 dollars (\$5.00) for each hour of scheduled standby, until the scheduled
13 standby ends.

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15 2. Time actually worked when called in while on scheduled standby will be
16 paid for at one and one-half (1 ½) times the nurse's regular straight-time
17 hourly rate of pay (double time for callback hours on December 25). Neither
18 this nor any other one and one-half (1 ½) time premium is to be pyramided
19 with other such premiums.

21 3. Nurses who are called in while on scheduled standby will be assigned a
22 minimum of three (3) hours' work or pay in lieu thereof.

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

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

30 6. Nurses for whom standby is required (Endoscopy, PACU, Cath Lab, OR)
31 will be paid ~~five~~six dollars and fifty cents (~~\$56~~.50) an hour for all standby
32 hours in that pay period.

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33 **J. Sleep Call** - The Employer may offer sleep call shifts in the Women's and
34 Children's Center to Women's and Children's Center nurses with surgical or

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1 surgical technician competency and Main OR nurses in accordance with Employer
2 policy. Sleep call must be taken on the Employer's premises, is considered working
3 time, and is paid at the applicable statutory minimum wage plus the standby rate
4 specified in Section I(1) of this Appendix. When called to work during a scheduled
5 sleep call shift, the employee will be paid at one and one-half (1 ½) times the
6 employee's straight-time rate of pay for the period of work performed.

7
8 **K. Merit** - Association recognizes the provisions of this Agreement to be the minimum
9 standards of employment. Hospital reserves the right to reward an individual
10 nurse's performance over and above the prescribed conditions called for in this
11 Agreement.

12
13 **L. Experience** - Effective on ratification of this Agreement, a nurse will be hired at
14 the wage step that reflects the nurse's total current experience relevant to the
15 nurse's position as a Registered Nurse, as determined by the Hospital. A nurse
16 will progress to the next wage step under paragraph A above on in the first full pay
17 period following the nurse's anniversary date after completion of the requisite
18 number of years of experience (e.g., ten (10) years).

- 19 1. If a nurse believes that the nurse's wage placement does not properly reflect
20 the nurse's experience relevant to the nurse's position, the nurse may
21 request an experience review within ninety (90) days of being hired or
22 rehired into the bargaining unit. If the Hospital's Human Resources
23 Department, in conjunction with nursing leadership, determines that the
24 nurse's experience merits an increase in wage placement, such change will
25 be made within a reasonable time.

26
27 **M. Weekend Differential** - Weekend (defined as Saturday and Sunday for day shift
28 and evening, Friday and Saturday for night shift) differential will continue to be
29 paid at the rate of ~~one-two dollars and fifty cents (\$1.502.00)~~ per hour.

30 **N. Extra/Odd Shift Differentials** - Regular full-time and regular part-time nurses
31 who work an extra/odd shift, as approved in advance by Hospital leadership,
32 earn a differential of ten dollars (\$10.00) an hour. Cancellation of extra shift do
33 not count as a low census day for purpose of rotation.
34

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

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8 **P. Certification** - Effective ~~following ratification of this Agreement until the first full~~
9 pay period in January 2028, a nurse who meets the requirements of this section
10 will be paid a bonus in accordance with this section.

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11 1. The nurse must have a current nationally recognized specialty certification
12 on file with the Hospital for the area where the nurse works at least half (½)
13 of their hours. Eligibility for the certification payment will cease immediately
14 with the expiration date of the certification, unless the nurse presents written
15 proof to the Hospital of certification renewal before the expiration date.

16 a. Float Pool nurses will be eligible for certification pay for all hours
17 worked if they have a current nationally recognized specialty
18 certification on file with the Hospital for an area for which the Float
19 Pool nurse is competent and where the Float Pool nurse has chosen
20 to work as one of their primary assignments.

22 2. Only one (1) certification will be recognized for purposes of payment under
23 this section, unless the Hospital agrees to recognize more than one (1)
24 certification per nurse.

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

Unit	Certifying Body	Certifications
Medical Surgical, 4 West, and Observation Unit	American Nurses Association (through the American Nurses Credentialing Center) Oncology Nurses Association National Association of Orthopedic Nurses American Association of Neuroscience Nurses Medical Surgical Nursing Certification Board Hospice & Palliative Credentialing Center Academy of Medical-Surgical Nurses; Medical Surgical Nursing Certification Board of MSNC	Medical Surgical Nurse RN,BC for baccalaureate level certifications; RN,C for associate/diploma level certifications Gerontology Nurse RN,BC for baccalaureate level certifications; RN,C for associate/diploma level certifications Oncology Certified Nurse OCN Orthopedic Nurse Certified ONC Certified Neuroscience Registered Nurse CNRN Certified Medical Surgical RN CHPN – Certified Hospice and Palliative Nurse CMSRN – Certified Medical Surgical RN
Surgery	Association of Perioperative Registered Nurses (APRN) American Nurses Credentialing Center ANCC	Certified Nurse Operating Room CNOR RN-BC Ambulatory Care Nursing Certification

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Unit	Certifying Body	Certifications
Emergency Department and Observation Unit	Board of Certification for Emergency Nursing American Association of Critical Care Nurses AACN American Board of Neuroscience Nursing ABNN	Certified Emergency Nurse CEN CFRN Certified Flight Registered Nurse CPEN Certified Pediatric Emergency Nurse TCRN Trauma Certified Registered Nurse CCRN – Critical Care Registered Nurse SCRN – Stroke Certified Registered Nurse
ICU	American Association of Critical Care Nurses ANCC American Association of Heart Failure Nurses Certification Board AAHFN-CB American Association of Neuroscience Nurses; American Board of Neuroscience Nursing ABNN	CCRN PCCN CNRN – Certified Neuroscience Registered Nurse SCRN – Stroke Certified Registered Nurse
PCU	American Association of Critical Care Nurses ANCC American Association of Heart Failure Nurses Certification Board AAHFN-CB American Association of Neuroscience Nurses; American Board of Neuroscience Nursing ABNN	CCRN PCCN CHFN -- Certified Heart Failure Nurse CNRN - Certified Neuroscience Registered Nurse SCRN - Stroke Certified Registered Nurse
Post-Anesthesia Care Unit (PACU)	American Society of PeriAnesthesia Nurses American Nurses Credentialing Center ANCC	Certified PeriAnesthesia Nurse CPAN CAPA – Certified Ambulatory Perianesthesia Nurse

Unit	Certifying Body	Certifications
Endoscopy	Gastroenterology Nurses & Associates Inc. (SGNA) American Board of Perianesthesia Nursing Certification, Inc. ABPANC American Nurses Credentialing Center ANCC	CGRN Certification of Gastroenterology RN CAPA – Certified Ambulatory Perianesthesia Nurse RN-BC Ambulatory Care Nursing Certification
DSU	American Nurses Association (ANCC) American Board of Perianesthesia Nursing Certification, Inc. ABPANC	Medical Surgical Nurse RN,BC or RN,C Ambulatory Care Nursing RN,C CAPA – Certified Ambulatory Perianesthesia Nurse
Women's and Children's	National Certification Corporation International Board of Lactation Consultant Examiners American Nurses Credentialing Center ANCC National Certification Corporation NCC Pediatric Nurse Certification Board PNCB RNC-NIC – Neonatal Intensive Care Nursing C-Efm electric fetal monitoring (NCC) RNC-LRN low risk neonatal nursing (NCC) C-ELBW Care of extremely low birth weight neonate (NCC)	Inpatient Obstetrical Nursing RNC-OB International Board Certified Lactation Consultant** RN-BC Perinatal Nursing Certification RNC-MNN Maternal Newborn Nursing CPN – Certified Pediatric Nurse RN-BC Pediatric Nursing Certification RNC-NIC C-EFM electric fetal monitoring RNC-LRN low risk neonatal nursing C-ELBW Care of extremely low birth weight neonate
Geri Psych	~~American Nurses Credentialing Center ANCC~~	~~RN-BC Gerontological Nursing Certification~~ ~~RN-BC Medical Surgical Nursing Certification~~ ~~RN-BC Psychiatric-Mental Health Nursing Certification~~

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Unit	Certifying Body	Certifications
Cath Lab	American Nurse Credentialing Center (ANCC) American Board of Cardiovascular Medicine Cardiovascular Credentialing International CCI American Association of Critical Care Nurses AACN	Cardiovascular Nursing CVN RN-BC Cardiac Vascular Nursing Certification CVRN-BC Cardiovascular Registered Nurse Board Certified RCIS5 – Registered Cardiovascular Invasive Specialist CCRN – Critical Care Registered Nurse
Care Management	Commission for Case Manager Certification (CCMC) American Case Management Association (ACMA)	Certified Case Manager (CCM) Accredited Case Manager (ACM)

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4. Nurses who meet the above criteria 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 three-hundred and sixty-five (365)-day calendar year).

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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)

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per hour worked in addition to the appropriate hourly rate of pay set forth in Section A above and other applicable differentials.

1. 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 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. Eligibility for the certification ~~payment~~**differential** will ~~begin by the secondfirst 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. 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. The following certifications will be accepted by the Hospital for purposes of payment under this section: (see certifications above)

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Q. Short Notice Shift Incentive:

1. The Hospital, at its discretion, may designate unfilled shifts as eligible for a Short Notice Shift Incentive, which will generally be used only for those shifts that are called off and/or remain open due to illness, injury, bereavement leave, increased patient census within the last forty-eight (48) hours, sustained patient surge, potential department divert, boarding multiple critical patients, or jury duty (for any days the nurse did not have advance notice) forty-eight (48) hours or less before the shift starts. The Hospital, at its discretion, may expand the above criteria and designate unfilled shifts as eligible for a Short Notice Shift Incentive in other circumstances as need to support staffing levels.
2. Short Notice Shift Incentives are available to all bargaining unit nurses. However, only for the per diem nurses who have already been scheduled to work the ~~minimum number of shifts that they are required to work per~~ at least six (6) full shifts in the schedule period ~~under Section 1(C)(5).~~
3. Short Notice Shift Incentives are available only for extra work and not for regularly scheduled work or traded days.
4. Short Notice Shift Incentives are available for all nursing units.
5. If a nurse reduces their employment status from regular full-time status to regular part-time status, or from regular full- or part-time status to per diem status, this Short Notice Shift Incentive is not available to such nurse (regardless of hours the nurse works) for a period of six (6) months from the date the nurse reduces their budgeted hours.
6. If a nurse does not work their regularly scheduled shifts for reasons other than prescheduled PLH/Legacy EIH, PLH/Legacy EIH protected under Oregon sick leave when used for allowable sick time purposes, leave otherwise protected by law, or low census, the nurse will be ineligible for the Short Notice Shift Incentive for the same number of shifts that the nurse missed during a pay period. However, a nurse will be ineligible for the Short

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1 Notice Shift Incentive on any day that the nurse accepts voluntary low
2 census.

- 3
- 4 7. Short Notice Shift Incentives do not apply to overtime hours associated with
5 a normally scheduled shift to complete shift duties (e.g., charting). Further,
6 Short Notice Shift Incentives are available only for shifts of four (4) hours or
7 more, except for nurses who are working a short notice shift immediately
8 following or preceding a twelve (12)-hour shift, in which case it is available
9 for shifts of three (3) hours or more.
- 10
- 11 8. The Hospital, at its discretion, may designate unfilled shifts as eligible for
12 either of two (2) different Short Notice Shift incentives (but not both) using
13 codes or descriptions to be determined by the Hospital (which will be
14 communicated to unit staff) as follows:
 - 15 a. Time and one-half (1 ½) the nurse's regular hourly rate for work on a
16 designated eligible shift that would have been paid at straight time
17 and two (2) times the nurse's regular rate if the nurse would already
18 have been paid at time and one-half (1 ½) for such hours.
 - 19
 - 20 b. Two (2) times the nurse's regular rate for all hours worked on a
21 designated eligible shift.
- 22
- 23 9. For OR, Endoscopy, Women's and Children's Center, Cath Lab, and PACU,
24 Short Notice-call Shift will be paid at the rate of ten dollars (\$10.00) per hour
25 for standby. (Call back work is at the normal rates specified in the collective
26 bargaining agreement.)
- 27
- 28 10. Extra-shift and Odd-shift differentials are not to be added on to the hours
29 for the Short Notice Shift Incentive that is in use.
- 30
- 31 11. Weekend differentials and shift differentials will be paid as applicable.
- 32
- 33 12. Nurses scheduled to receive Short Notice Shift Incentives will be canceled
34 first and will not count for low census.
- 35

1 **R. Break Relief Nurses** - The Hospital commits to assigning to each unit or cluster,
2 as defined below, a Break Relief Nurse for the purposes of rest and meal breaks.
3 Break Relief Nurses will relieve RNs with permanent patient assignments for rest
4 and meal breaks. Break Relief Nurses will not have permanent patient
5 assignments.

6
7 Units are defined as:

- 8 • Critical Care
- 9 • Medical/Surgical
- 10 • Emergency Department
- 11 • Women's and Children's Center

12 • ~~Geriatric Psychiatry~~

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13
14 Hospital agrees to work on level loading in the PACU, ~~Day Surgery~~, Outpatient
15 Surgery (TOPS), Operating Room, Endoscopy, and Cath Lab for the purpose of
16 breaks. Break coverage in these units will be assessed quarterly in Labor
17 Management meetings.

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18
19 Nurses who are assigned to work as Break Relief Nurse will receive three dollars
20 and fifty cents (\$3.~~00~~50) per hour for that work in addition to the appropriate rate
21 set forth in paragraph A above.

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22
23 ** **Goods and Services** - Nurses will receive the same discounts and prices on
24 purchases of goods or services as received by the majority of Hospital's
25 noncontract employees.

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~~APPENDIX B — PAID TIME OFF~~

~~A. — 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.~~

~~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 EIH 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.)~~

~~The first forty (40) hours of PLH and Legacy EIH used per calendar year for a reason covered by Oregon Sick Leave will be counted as Oregon Sick Leave.~~

~~B. — Eligibility — All regular nurses who are budgeted to work twenty (20) or more hours per pay period earn PLH based on hours worked, any PLH and Legacy EIH paid, 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.~~

~~C. — PLH Accrual (Regular Nurses):~~

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~~1.4. 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):~~

		Accrual Rate	Hours Per	Hours	Days
Continuous Service		Per Hour	Pay Period*	Per Year*	Per Year*+
Months	Years				
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~~

~~2. 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~~
- ~~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 four hundred and eighty (480) hour cap.~~

~~3. Nurses may carry over PLH each calendar year up to a maximum of four hundred eighty (480) hours.~~

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1
2 ~~4. The effective date of change to a higher accrual will be the beginning of~~
3 ~~the pay period in which the anniversary date falls.~~

4
5 ~~5. Status changes affecting eligibility for PLH, and part time Premium will be~~
6 ~~effective the beginning of the pay period in which the change occurred.~~

7
8 ~~**D. Compensation** - Compensation for PLH, Legacy EIH, and cash-outs will be paid~~
9 ~~at the straight time hourly rate of pay. It will include shift differentials for nurses~~
10 ~~regularly working the majority of their time on a shift receiving shift differential.~~

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11
12 ~~**E. Use of PLH.**~~

13 ~~1. PLH may be taken after a nurse has completed the first ninety (90) days of~~
14 ~~employment, except for low census. At no time may PLH and Legacy EIH~~
15 ~~be combined to cover more than scheduled hours. PLH may not be taken~~
16 ~~under any circumstances until it has been accrued. Nurses may not take~~
17 ~~scheduled time off without pay if they are eligible and have accruals in~~
18 ~~their banks. The exceptions are as follows:~~

19 ~~a. If a nurse has responded to a call to return to work during~~
20 ~~scheduled standby or just to fill in and has worked the nurse's~~
21 ~~scheduled hours for the week or pay period.~~

22
23 ~~b. If a nurse elects or is asked to take a low census day, the nurse~~
24 ~~has the choice of taking the time off with or without pay (see~~
25 ~~paragraph 5 below).~~

26
27 ~~c. When Hospital determines that a per diem nurse desiring to work~~
28 ~~would otherwise be canceled from a shift on a unit, a nurse~~
29 ~~scheduled on the same unit and shift may volunteer to take a day~~
30 ~~off without pay. A day off under such conditions is not a low-census~~
31 ~~day and is not subject to the provisions of Article 16. A day off~~
32 ~~without pay under this section may be taken by each nurse a~~
33 ~~maximum of twice (2) a year.~~

34

1 ~~d. When a unit is closed for one (1) of the holidays designated in~~
2 ~~Article 5, Section I, the nurse may take the holiday off without pay.~~

3
4 ~~e. If a nurse utilizes a ten (10)-hour work break under staffing law, the~~
5 ~~nurse may choose to take hours missed from next scheduled shift~~
6 ~~without pay.~~

7
8 ~~2. Requests to take PLH, except for an unexpected emergency or illness,~~
9 ~~should be made in writing to Nurse Managers as far in advance as~~
10 ~~possible. Foreseeable sick leave must be scheduled in a manner that~~
11 ~~minimally disrupts business operations. If unforeseeable (unexpected~~
12 ~~emergencies or illness), the first forty (40) hours of PLH and Legacy EIH~~
13 ~~taken for reasons covered by Oregon Sick Leave will be granted~~
14 ~~preference over other requests. Otherwise, requests will be given~~
15 ~~preference on a first (1st) come, first (1st) served basis. Every~~
16 ~~consideration will be given in trying to grant nurses time off when~~
17 ~~requested. Because of the fluctuation of business, however, there may be~~
18 ~~times that a request is not granted.~~

19
20 ~~3. Since Hospital believes that each nurse should have time away from the~~
21 ~~workplace for relaxation and well-being, full-time nurses are required to~~
22 ~~take ninety-six (96) hours of PLH per year.~~

23
24 ~~4. Days missed because of illness are deducted from the PLH account~~
25 ~~unless the illness is longer than five (5) consecutive days or a nurse is~~
26 ~~Hospitalized (refer to Section G below).~~

27
28 ~~5.7. When a low census day cancellation occurs, nurses have the choice of~~
29 ~~using PLH to make up the difference in pay. A nurse may, however,~~
30 ~~choose to take the time off without pay. In that case, the Nurse Manager~~
31 ~~will write on the timecard the number of nonworked hours. Nurses will~~
32 ~~accrue PLH on this nonworked time.~~
33

1 ~~6.8. Effective July 1, 2004, nurses who have a PLH balance of less than sixty~~
2 ~~(60) hours will be permitted to take a total of two (2) prescheduled days off~~
3 ~~without pay (including any days taken under Section E.1.c above).~~
4

5 **F. Cash-out of PLH.**

6 1. Starting with open enrollment in 2018 and during open enrollment each
7 calendar year thereafter, nurses may request cash-out of unused PLH in
8 the following calendar year at the straight-time hourly rate of pay including
9 applicable differentials under the following conditions:

10 a. A balance of at least eighty (80) hours (seventy-two (72) hours for
11 twelve-hour nurses, forty (40) hours for part-time nurses) PLH must
12 be maintained after the cash-out.

13
14 b. Once submitted, the cash-out request cannot be changed.

15
16 c. If sufficient PLH hours are not available at the time of the cash-out
17 to cover the requested amount and leave the required balance in
18 the nurse's PLH bank, the number of hours cashed-out will be
19 reduced accordingly.

20
21 d. The cash-out elections made during open enrollment will be
22 processed and made available in July of the following year (exact
23 dates will be announced each year).

24
25 e. A nurse may also request PLH cash-out for an "unforeseeable
26 emergency" as defined by IRS regulations. The number of hours to
27 be cashed-out must be an amount that is reasonably necessary to
28 satisfy the emergency need and must leave a balance of at least
29 eighty (80) hours (seventy-two (72) hours for twelve (12)-hour
30 nurses, forty (40) hours for part-time nurses) in the nurse's PLH
31 bank. Approval for payment with the next payroll is at the discretion
32 of the Director of Finance.
33

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.

G. Use of Legacy EIH.

1. 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 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 (1) hour increments.

2. 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.

H. 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.

I. Workers' Compensation.

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1. ~~A nurse who experiences a workers' compensation time loss due to illness or injury may cover the first (1st) three (3) days with PLH unless Hospitalized.~~

2. ~~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.~~

J. Leave of Absence.

~~For information refer to Leave of Absence policy and Appendix C of this Agreement.~~

K. Termination.

1. ~~Upon termination of employment, a nurse will be paid for up to three hundred and sixty (360) hours of unused PLH at the nurse's straight time hourly rate of pay, provided that the nurse has completed ninety (90) days of employment. If the first (1st) forty (40) hours of PLH have not been used in the calendar year, a nurse will be paid up to this first (1st) 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. ~~**Bereavement Leave** A regular nurse may be granted up to three (3) consecutively scheduled workdays off, up to a maximum of twenty-four~~

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1 (24) hours, with pay to attend the funeral of an immediate relative. This
2 pay is from Hospital Administration as an indication of Hospital
3 condolences. Normally, up to one (1) day is given for attending Portland-
4 area funerals, with additional time given as necessary for travel or
5 participation in funeral arrangements, as needed.

6
7 Each request is to be evaluated for approval by the nurse's department
8 manager. Nurses may request accrued PLH for additional time needed.
9 For the purpose of bereavement leave, "immediate relative" is defined as:
10 Employee's spouse, domestic partner, parent (including biological,
11 adoptive or foster parent, parent in-law, or parent of domestic partner),
12 child (including biological, adopted, step or foster child, child in-law or
13 child of domestic partner), brother, sister, sister in-law, brother in-law,
14 grandparent or grandchild. Paid bereavement leave runs concurrently with
15 any bereavement leave to which an employee may be entitled under the
16 Oregon Family Leave Act, but in no case shall the lack of OFLA leave
17 availability be a reason to deny the exercise of the leave granted by this
18 section.

19
20 **2.5. Jury Duty** - Hospital believes that it is the responsibility of nurses to
21 perform their civic duty. In keeping with this philosophy, time off is granted for
22 scheduled workdays for nurses to meet this obligation. Nurses are paid for
23 jury duty leave at their regular rate of pay for prescheduled workdays only.
24 Jury duty pay, issued by the court system, may be kept by the nurse in
25 addition to the nurse's regular pay. A nurse who is excused from jury duty
26 when at least four (4) hours remain in the nurse's workday must report to
27 work. Volunteering for jury duty will disqualify nurses for jury duty pay.

28 **3. Court Appearances** - Hospital will pay the straight time hourly rate of pay for
29 all working hours for a nurse serving as a witness or providing a deposition in
30 any legal proceeding, resulting from employment with Hospital (working hours
31 include travel time to and from either Hospital and/or the nurse's home). This
32 does not include proceedings in which the nurse, or the nurse's
33 representative, is an adverse party to Hospital. Involvement by nurses must
34 be approved in advance by the department manager. All witness fees
35 received by nurses must be remitted to Hospital. Nurses who are voluntary

- 1 ~~witnesses or are subpoenaed to be in court involving non-Hospital business~~
- 2 ~~should request time off as soon as possible. Time off may be used from~~
- 3 ~~available PLH in these cases.~~

APPENDIX C—LEAVE OF ABSENCE

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

A.—Types of Leaves:

1. **Family**—Generally up to twelve (12) weeks per year for an eligible nurse's own serious health condition, to care for a family member with a serious health condition, to care for an infant or newly adopted or foster child, or to care for a child who does not have a serious health condition but who requires home care. Information regarding nurse rights and entitlements under applicable state and federal leave laws is available in the Human Resources Department.
2. **Educational**—Up to one (1) year for education/training that is directly related to the nurse's job.
3. **Personal**—Up to twelve (12) weeks for personal business.
4. **Military**—The maximum time granted will be in keeping with the order and in accordance with applicable laws. Nurses are also entitled to up to one (1) month of leave for annual military training duty.
5. **Workers' Compensation**—For injuries or illnesses caused by work activities.
6. **Domestic Violence**—Reasonable unpaid leave to address domestic violence, sexual assault, or stalking of the employee or the employee's minor dependents.

B.—Requests For Leaves:

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

7
8 ~~While an employee is on a leave of absence they should continue to~~
9 ~~communicate with their manager and Leave Administrator to update their status~~
10 ~~and return to work date.~~

11
12 **C. — Approvals.**

13 ~~For information regarding leave approvals, refer to Leave of Absence policy.~~
14

15 **D. — Medical Verification.**

16 ~~In the case of a Medical or Family Leave or intermittent leave for the employee's~~
17 ~~own health condition or family member's health condition, medical certification for~~
18 ~~the leave will be required by the Leave Administrator. A complete and sufficient~~
19 ~~medical certification will be required before an anticipated leave begins, or in the~~
20 ~~event of an unanticipated leave, within fifteen (15) days of a request for the~~
21 ~~verification, unless not practicable. In certain cases, a second opinion by a health~~
22 ~~care provider designated by Hospital may be required at Hospital's expense.~~
23 ~~Hospital's Leave Administrator may also require the employee to submit periodic~~
24 ~~medical verification updates.~~

25
26 **E. — Use of PLH and Legacy EIH.**

27 ~~Accrued PLH may be used, in accordance with the guidelines of the TOTAL~~
28 ~~program, to cover any leave of absence except a workers' compensation leave.~~
29 ~~Accrued PLH must be used before going into an unpaid status. In the case of a~~
30 ~~workers' compensation leave, the nurse will receive medical and time-loss~~
31 ~~benefits through Hospital's workers' compensation insurance carrier in~~
32 ~~accordance with applicable state law. Accrued Legacy EIH may be used for any~~
33 ~~family leave as provided by applicable law. A nurse taking military leave may~~
34 ~~choose to take the leave unpaid or may use PLH.~~
35

1 **F. Benefit Accrual:**

2 A nurse will continue to accrue PLH and Legacy EIH at the nurse's regular rate of
3 accrual as long as the nurse is in a pay status. When no longer in a pay status,
4 further accrual of PLH and Legacy EIH will cease until the nurse returns to work.

5
6 **G. Insurance Benefits While on Leave:**

7 Hospital will continue to pay its portion of nurses' group health insurance benefit
8 premium for up to twelve (12) weeks (or longer, if required by law) for family
9 leaves, military leaves, and workers' compensation leaves. Nurses remain
10 responsible for paying their portion of the premiums. It is the responsibility of the
11 nurses to contact the Human Resources Department to make payment
12 arrangements for their portion of the premium. Hospital will follow COBRA, ACA,
13 FMLA and all other applicable laws related to continuation of health insurance
14 coverage.

15
16 A nurse on leave of absence may choose to cancel their group health insurance
17 coverage during the leave, unless prohibited by law or Hospital policy. If
18 cancelled, their group health insurance coverage will be reinstated upon the
19 nurse's return to work by completing a new enrollment form in the Human
20 Resources Department.

21
22 **H. Requests For Extension:**

23 A nurse may request an extension to their leave. To request a leave extension,
24 the nurse should use the leave request form available in the Human Resources
25 Department. All extensions must be approved by the Human Resources
26 Department and the nurse's department manager. If a nurse requests an
27 extension of a family leave beyond the maximum to which the nurse is entitled
28 under federal and state law, the nurse will not maintain the nurse's reinstatement
29 rights under those laws.

30 **I. Return To Work:**

31 A nurse must contact their nurse manager or the Human Resources Department
32 at least seventy-two (72) hours before the nurse's approved leave is to end either
33 to request a leave extension or to be added to the department schedule. If

seventy-two (72) hours' notice is not possible, the nurse should give as much notice as practicable. In the case of a family leave for the nurse's own serious health condition or a workers' compensation leave, a physician's release must be submitted to the nurse manager before beginning work.

A nurse returning from an authorized family leave, military leave, domestic violence leave, or workers' compensation leave will be returned to the same position held when the leave began or, if this is not possible, to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. A nurse returning from a personal leave or an educational leave will be returned to the first (1st) available comparable position for which the nurse is qualified.

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

J. Adjusted Benefit Date.

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

K. Oregon Family & Medical Leave Insurance.

The Oregon Family & Medical Leave Insurance (FMLI) Act, ORS chapter 657B, establishes a state program that generally allows eligible employees to apply for state-provided income replacement benefits for up to twelve (12) weeks (or under certain circumstances up to fourteen (14) weeks) of leave for qualifying reasons. Leave that is compensated through the FMLI program must be taken concurrently with all other applicable leave types available in this Agreement or by law, including FMLA and OFLA leave, to the maximum extent allowed by law. Nurses will be responsible for the employee premium share allowed by law, paid through payroll deduction. The Hospital will pay the employer share of the premium. Nurses must provide the Hospital with written notice of FMLI leave at

1 ~~least thirty (30) days before beginning the leave, including an explanation of the~~
2 ~~nurse's need for the leave and the timing and duration of the leave. If the need~~
3 ~~for FMLI leave is not foreseeable, the nurse (or someone acting on the nurse's~~
4 ~~behalf) must provide the Hospital with verbal notice within twenty-four (24) hours,~~
5 ~~or as soon as possible if twenty-four (24) hour notice is not possible, and written~~
6 ~~notice within three (3) days after the commencement of the leave.~~

7
8 **L. — Questions:**

9 ~~Additional information concerning nurse rights and entitlements under FMLA and~~
10 ~~OFLA are available in the Human Resources Department. Questions concerning~~
11 ~~this policy or the procedures under it should be referred to the Human Resources~~
12 ~~Department or Association.~~

MEMORANDUM OF UNDERSTANDING TA 7/16/26

Specialty ~~Nurse-Residency~~ Training Program

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

Participating nurses will not be assigned low census or floated by the Hospital (other than in accordance with the ~~residency~~ training program) during the ~~residency~~ training program or for a period of time following the conclusion of the program of up to ~~four (4)~~ eight (8) weeks ~~following the conclusion of the program~~, as determined by the Hospital.

The Introductory Period applicable to a newly hired nurse provided for in Section 1(C)(6) of the collective bargaining agreement will apply to a nurse participating in the specialty ~~nurse-residency~~ training program.

To ensure adequate opportunities for experience, if a nurse accepts a night shift position upon successful completion of a specialty training program, the Hospital may elect to schedule the nurse to work open day, night or variable shifts prior to the nurse commencing that night shift position, for a period of up to six-months. Rotation between day, night and variable shifts would not occur more frequently than a schedule period. In the event it exercises this option, the Hospital will schedule nurses in the Women's and Children's Center, Progressive Care Unit, and Intensive Care Unit specialties to day shifts for a minimum of 75% of their scheduled shifts in those units and will schedule nurses in the Emergency Department specialty to day or variable shifts for a minimum of 75% of their scheduled shifts in those units. Nurses will not be eligible for odd shift differential during this period of time. After this period of time, up to six months, the nurse will begin their accepted night shift position.

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MEMORANDUM OF UNDERSTANDING **TA 10/20/26**

Flex Time

This Memorandum of Understanding provides for an additional paid flex time benefit for the term of the parties' 2026-2029 Collective Bargaining Agreement.

All regular nurses who are budgeted to work twenty (20) or more hours per pay period shall receive twenty-four (24) paid flexible hours each year that can be used to provide compensation during unpaid low census or for other time off for which PLH could be used. These flexible hours will be made available to eligible nurses on July 1 of each year (beginning July 1, 2027*). Eligible nurses hired after this date will receive pro rated flexible hours upon commencement of employment according to the following schedule:

<u>First employment date</u> <u>between:</u>	<u>Pro rated flexible hours:</u>
<u>July 2 and September 30</u>	<u>18 hours</u>
<u>October 1 and December 31</u>	<u>12 hours</u>
<u>January 1 and March 31</u>	<u>6 hours</u>
<u>April 1 and June 30</u>	<u>0 hours</u>

All flexible hours must be used each year by no later than June 30 and all unused hours will be forfeited.

In the first full pay period following ratification of the parties' 2026-2029 Collective Bargaining Agreement the Hospital will provide eligible nurses employed on that date with a one-time grant of 12 flexible hours.

For low census time, eligible nurses will elect whether to use these hours, available PLH, or to take low census time unpaid. For other time off, nurses must request and receive advance approval under the same provisions and processes that apply to PLH. These hours will be paid at the straight time hourly rate of pay, including shift differential applicable to the nurse's budgeted shift. If a nurse transitions to an ineligible status, any unused hours will no longer be available. Nurses must not use flexible hours to fulfill termination notices or to extend employment for benefit purposes. There will be no

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1 rollover of any unused hours to the following year and unused hours will not be cashed
2 out for any reason.

3
4 This MOU will expire of its own accord and be of no further force and effect upon the
5 expiration of the parties' 2026-2029 Collective Bargaining Agreement or upon ratification
6 of a successor agreement, whichever comes first.

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1 MEMORANDUM OF UNDERSTANDING TA 10/20/26

2 Day Surgery, Observation, and Geriatric Psychiatry Units

3

4 This Memorandum of Understanding pertains to the Day Surgery, Observation Unit, and

5 Geriatric Psychiatry units formerly operated by the Hospital as clinical units. In the event

6 the Hospital determines that it will reopen the former Day Surgery, Observation Unit,

7 and/or Geriatric Psychiatry clinical units as those units were recognized at the time of

8 their closure, the Hospital will recognize the Association as the collective bargaining

9 representative with respect to rates of pay, hours of work, and other conditions of

10 employment for Registered Nurses employed by Hospital as staff nurses in such

11 reopened units. Such units will be added to Article 1, Section A of the parties' collective

12 bargaining agreement as units recognized by the Hospital as part of the bargaining unit

13 represented by the Association.

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MEMORANDUM OF UNDERSTANDING **TA 10/6/26**

Digital Information Committee Participation

The Hospital and the Association agree that for the duration of the parties' 2026-2029 Collective Bargaining Agreement the Association may appoint up to two (2) Hospital nurses to participate in the Hospital's Digital Innovation Committee. The Digital Innovation Committee's mandate is to make recommendations to the Executive Leadership Team regarding the evaluation and adoption of digital technologies, including but not limited to those involving AI technologies. Participation in committee meetings will be considered time worked and paid at the appropriate rate of pay. Appointed nurses will participate in accordance with the Committee's charter and established norms.

Issues related to the adoption of digital technology and AI may also be addressed in established labor management committees, including the Labor Management Committee, Professional Nursing Care Committee, and Unit Based Councils.

This MOU will expire if the Digital Innovation Committee is disbanded, upon expiration of the 2026-2029 Collective Bargaining Agreement, or upon commencement of negotiations for a successor agreement, whichever occurs first.

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1 MEMORANDUM OF UNDERSTANDING TA 10/6/26

2 Task Force For Health Insurance

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3
4 The Hospital and the Association agree to convene a health insurance task force for the
5 duration of the parties 2026-2029 Collective Bargaining Agreement. The parties have a
6 shared interest in ensuring caregivers and their families have access to quality,
7 healthcare at a sustainable cost. The purpose of the task force is to share information
8 about employee health insurance, discuss the health insurance benefit, and explore
9 potential health care options, including Taft-Hartley health insurance plans. The task force
10 shall be limited to an advisory rather than a decision-making capacity, and will not have
11 authority to make benefits, financial, or operational decisions. The task force will produce
12 an annual report of its activity.

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13
14 The task force shall consist of two (2) members of Hospital management, two (2) Hospital
15 nurses appointed by the Association, two (2) Hospital employees from the AFSCME-
16 represented bargaining unit, and two (2) non-management Hospital employees who are
17 not in a union-represented bargaining unit. Participation in task force meetings will be
18 considered time worked and paid at the appropriate rate of pay. One representative of
19 the Association and one representative of AFSCME shall be invited to attend task force
20 meetings. The task force may agree by consensus to invite guest speakers to provide
21 subject matter expertise at working group meetings.

22
23 The task force will meet four (4) times per year for up to two (2) hours. Meetings may be
24 held in person, virtually, or a hybrid as determined by the task force. All participants agree
25 to assume good intentions and conduct task force business in a respectful manner.

26
27 This MOU and task force will expire upon expiration of the 2026-2029 Collective
28 Bargaining Agreement or commencement of negotiations for a successor agreement,
29 whichever occurs first.

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1 MEMORANDUM OF UNDERSTANDING Sunset

2 Triage Working Groups

3 ~~The Hospital is committed to working collaboratively with nurses to evaluate and~~
4 ~~improve the provision of triage care. Within sixty (60) days of contract ratification, the~~
5 ~~parties will convene a Women's and Children's triage working group and an ED triage~~
6 ~~working group to develop strategies for improving the provision of triage services to~~
7 ~~Hospital patients in the Women's and Children's unit and the ED unit. Each triage~~
8 ~~working group will consist of up to four (4) RN staff members from the respective~~
9 ~~nursing unit who are representative of different shifts (day, evening, night) and up to two~~
10 ~~(2) nursing management representatives from the Hospital, including the director of the~~
11 ~~respective unit. The triage working groups will consider information and develop joint~~
12 ~~recommendations to the Hospital on issues related to the provision of triage services~~
13 ~~including, but not limited to: patient inflow patterns, turnaround, workflow, triage staffing,~~
14 ~~scheduling, and trial programs. The triage working groups will present~~
15 ~~recommendations to the Hospital within sixty (60) days of the initial meeting. Following~~
16 ~~approval, the recommendations will be implemented in a trial period as determined by~~
17 ~~the working groups. The working groups will evaluate the success of implemented~~
18 ~~recommendations. If a working group determines that a recommendation was not~~
19 ~~successful, the working group will reconvene to review and confer within sixty (60) days~~
20 ~~of the end of the trial period. Additionally, the working groups may continue to operate~~
21 ~~thereafter by mutual agreement of the parties.~~

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CONTRACT RECEIPT FORM

(Please fill out neatly and completely.)

Return to Oregon Nurses Association

18765 SW Boones Ferry Road Ste 200, Tualatin OR 97062-8498

or by Fax 503-293-0013. Thank you.

Your Name: _____

I certify that I have received a copy of the ONA Collective Bargaining Agreement with
Tuality Healthcare, ~~July 13, 2023~~ through June 30, 202~~6~~⁹.

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Signature: _____

Today's Date: _____

Your Mailing Address: _____

Cell Phone: _____ Work Phone: _____

Email: _____ Unit: _____

Shift: _____