

Professional Agreement

between

Oregon Nurses Association

and

Sacred Heart Medical Center

August 12, 2012

through

June 30, 2014

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

PREAMBLE

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

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

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

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

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

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

- The success of our collaborative relationship is a shared responsibility between the Medical Center and the Association, including each member of the ONA bargaining unit and Association staff.

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

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

ARTICLE 1 – RECOGNITION AND MEMBERSHIP

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 – ASSOCIATION REPRESENTATIVE

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

2.2 Bulletin Boards and Intranet. The Medical Center shall provide space for posting of Association notices and newsletters on a bulletin board designated by the nursing supervisor in each nursing unit and accessible to all staff nurses. The Association shall also be allowed to post notices on the Intranet maintained by PeaceHealth, provided that the Association follows the established procedures and approval process for such postings. All notices allowed under this paragraph shall be limited to the date, time, place and subject matter of proceedings,

lists of Association committee members, notices of joint Association/Medical Center committee activities, and references to the Association's website.

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

2.4 Orientation of Newly Hired Nurses. During the orientation of newly hired nurses, the Medical Center shall provide an Association representative with a 30-minute period to discuss the Association. This period will be paid time for the newly hired nurses and the Association representative. The Association representative, if a bargaining unit nurse, will be paid at the regular rate of pay for the assigned 30-minute period. The paid time will not count toward premium or overtime pay. The Medical Center will cooperate in releasing an Association representative, if a bargaining unit nurse, from duty to attend such meeting, and the Association will cooperate to provide an alternate representative where such release would cause staffing problems for the Medical Center.

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

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

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

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

2.7 Printing and Distribution of Agreement. The Medical Center and the Association shall equally share expenses for the printing of an adequate supply of copies of this Agreement. The Medical Center will make available a suitable number of copies of the Agreement on each nursing unit following the Association's delivery of the printed copies to the Medical Center.

2.8 Representative Time Off. The Medical Center shall make a good faith effort to grant requested time off for all bargaining unit elected/appointed Association members to attend

local Negotiating Committee, State and National (ANA, NFN) Association meetings and conventions that are required of them to fulfill the obligations of their office. The nurse must give reasonable advance notice of any such request to the Medical Center. Nurses shall not be required to utilize PTO for such meetings, except when attending state or national conventions. Nurses may access educational days and funds for state and national Association meetings to the extent that the criteria set forth in Section 16.3.2 are met.

ARTICLE 3 – EMPLOYEE DEFINITIONS

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

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

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

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

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

3.6 Per Diem Nurse. A nurse hired to provide coverage on an intermittent basis. Per diem nurses will be placed on the time schedule when initially posted only to cover for unfilled, posted positions or for absent nurses.

3.6.1 Credit requirements. Per diem nurses must earn eighteen (18) credits per calendar quarter, except that the Medical Center may in the alternative require 72 credits per calendar year for nurses who are not consistently available to work throughout the year. Three credits are earned for each holiday shift worked, two credits are earned for each night and weekend shift worked, and one credit is earned for all other shifts worked. One additional credit is earned for any shift worked on less than 48 hours’ notice. If a per diem nurse is called off on a shift, the nurse will still earn one credit. One credit shall also be earned for each scheduled on-call shift, if not worked, in nursing units with mandatory call, and for each mandatory education day worked. Working in place of a regular nurse on an uneven schedule exchange does not earn any credits for the shift worked. Partial shifts count as a shift for purposes of this provision.

3.6.2 Weekend shifts. Per diem nurses shall be required to work a minimum of six (6) weekend shifts per calendar quarter as part of their 18 credits. This requirement is not applicable to those nurses in nursing units that do not routinely require scheduled weekend work. It shall be prorated in those nursing units that require partial or occasional weekend work. Per diem nurses who work in units that do not routinely require scheduled weekend work may be required to work a minimum of six (6) Monday or Friday shifts per calendar quarter. Weekend shifts shall consist of a combination of Saturday and Sunday shifts (for the third shift, either Friday and Saturday or Saturday and Sunday shifts).

3.6.3 Work on holidays. Per diem nurses shall be available to work every calendar year at least one of the holidays listed in Section 9.4.6 on a rotational basis as determined by consensus of the manager and a majority of the nurses voting on the unit.

3.6.4 Assignment to home units. Per diem nurses shall be assigned to home units, and shall be expected to maintain skills and cross-orient in accordance with Article 8.9. Per diem nurses, however, may earn credits by working in any unit for which they are qualified. Nurses may be permitted, but shall not be required, to work outside of their assigned shift.

3.6.5 Pay differential in lieu of benefits. Per diem nurses shall be paid in accordance with the wage rates set forth in Appendix A. In addition, per diem nurses (excluding nurses in temporary per diem positions) shall receive a pay differential in lieu of the benefits contained in Article 10, in an amount that is a percentage of their straight hourly rate, based upon years of employment at the Medical Center as follows:

First through third year of employment	— 12%
Fourth through eighth year of employment	— 14%
Ninth through twentieth years of employment	— 16%
Twenty-first and subsequent years of employment	— 18%

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

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

3.6.8 Non-compliance with credit requirements. Per diem nurses who do not meet their commitment to work or be scheduled for the required number of shifts for at least two consecutive calendar quarters shall be subject to removal from per diem employment following one written warning administered after the first quarter of non-compliance. A nurse shall not be penalized for being unavailable for time periods of thirty (30) cumulative calendar days per calendar year, provided that advance notice of such time off is communicated to the Medical Center in the same manner and time frame that is required of a regular nurse requesting PTO. A nurse shall not be penalized for failure to accumulate the required number of credits for reasons outside of the nurse's control, which shall include the lack of opportunity to earn the required credits on the posted work schedule in the nurse's unit and shift.

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

ARTICLE 4 – EQUALITY OF EMPLOYMENT OPPORTUNITY

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

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

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

ARTICLE 5 – MANAGEMENT RIGHTS

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

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

ARTICLE 6 – EMPLOYMENT STATUS

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

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

6.1.2 Disciplinary documentation. All disciplinary actions shall be recorded in writing. The written document shall be placed in the employee's personnel file and a copy of the document shall be provided to the nurse receiving such discipline at the time it is administered. Any and all corrective actions or directives set forth in corrective action notices shall, unless otherwise specifically designated, be considered mandatory.

6.1.3 Probationary period. During a nurse's probationary period as specified in Article 3.4, disciplinary action shall not be subject to the grievance procedure. A nurse who has completed his/her probationary period and feels he/she has been disciplined, suspended, demoted or discharged without proper cause may present the matter for consideration under the grievance procedure.

6.1.4 Suspensions pending investigation. A suspension pending investigation may be without pay until the investigation is complete and a determination of the appropriate discipline is made and communicated to the nurse and the Association, provided that such an investigation and report is completed within a seven (7) calendar day period. This seven calendar day period shall be extended, if the nurse is unavailable to meet with the Medical Center within this time period, until such meeting takes place. Any nurse on suspension shall have the right to be informed of the general nature of the investigation, and shall receive notice of the status of the Medical Center's investigation on a weekly basis.

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

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

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

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

6.2 Disciplinary Record. No document other than routine payroll and personnel records will be inserted in a nurse's personnel file without knowledge of the nurse. A nurse shall have the opportunity to have a result statement placed in his or her personnel file twelve (12) months after the administration of a prior disciplinary action. The Medical Center, upon request from the nurse, will review the nurse's performance related to the original disciplinary action and produce a written statement addressing the nurse's success at resolving the issues that gave rise to the discipline. The statement thereafter shall be given to the nurse and placed in his or her personnel file. In addition, written disciplinary notices will not be considered for purposes of further disciplinary action after more than 24 months, and will be removed upon request from the nurse, if there have been no further disciplinary occurrences of any kind during that period. Exempt from the foregoing sentence are written disciplinary notices for theft, dishonesty, conduct threatening or endangering patients' safety, offenses involving sending messages or accessing internet sites with sexual content, harassment, or assault/violence against another person.

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

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

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

ARTICLE 7 – GRIEVANCE PROCEDURE

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

7.2 Grievance Procedure.

- Step 1** A grievance must be presented in writing to the Human Resources Director or designee within twenty-one (21) calendar days from the time the employee knew or should have known of the occurrence giving rise to the grievance. If a nurse presents a grievance hereunder, the grievance shall include, to the best of the nurse's understanding, a description of the problem and the contract provisions thought to be violated. A grievance relating to pay shall be timely if received by the Medical Center within twenty-one (21) calendar days after the employee knew or should have known of the payroll error. In the event of an issue concerning a discharge, the issue must be presented within seven (7) calendar days following termination. The immediate supervisor's or designee's written reply is due within seven (7) calendar days of such presentation. A Step 1 meeting may be held within fourteen (14) calendar days following the filing of the grievance, in which case the immediate supervisor's or designee's written reply is due within seven (7) calendar days after this meeting.
- Step 2** If not resolved at Step 1, the issue may thereafter be presented in writing to the appropriate department/division head or his/her designee within ten (10) calendar days from receipt of the supervisor's reply of the date such reply was due in Step 1. The department/division head or designee shall then meet within fourteen (14) calendar days with the nurse and a representative of the Association, if the nurse so desires, to resolve the matter, and shall reply in writing within seven (7) calendar days after the meeting.
- Step 3** If not resolved at Step 2, the grievance may thereafter be presented in writing to the Regional Vice President of Patient Care Services or his/her designee for consideration and determination within ten (10) calendar days after receipt of the department/division head's response or if the department/division head's response is not received within that period, within ten (10) calendar days after the expiration of time allotted in Step 2 for the department/division head's response. The Regional Vice President of Patient Care Services or designee shall meet within fourteen (14) calendar days with the nurse and a representative of the Association to resolve the matter and shall reply in writing within ten (10) calendar days after the meeting.
- Step 4** If the grievance is not resolved at Step 3, the Association may thereafter present it to an impartial arbitrator for determination by giving the Medical Center written notice within twenty-one (21) calendar days after receipt of the Step 3 reply of the Association's intent to refer the matter to arbitration.

7.3 Association Grievance. A grievance, as defined in Section 7.1, relating to occurrences actually involving at least five (5) nurses or arising under the Association Representative article, may be initiated by the Association at Step 2 of the above-mentioned procedure by the filing of a written grievance, signed by a representative of the Association, within 35 calendar days from the date of occurrence. Such grievance shall describe the problem and the contract provisions thought to be violated.

7.4 Timeliness. A grievance will be deemed untimely if the time limits set forth above for presentation of a grievance at Step 1 or of an Association grievance at Step 2 are not

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

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

7.6 Arbitration Procedure.

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

B. The parties shall stipulate to the arbitrator the issue(s) to be decided. If the parties cannot agree, each party will submit a written statement defining the issue(s) in their own terms to the arbitrator. The decision or decisions of the arbitrator shall be announced in writing to the parties within thirty (30) days following the hearing of the arbitration and shall be final and binding on both parties. The expenses of the arbitration shall be borne equally by the Medical Center and the Association. Each party shall bear the expenses of its own representation and witnesses.

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

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

7.7 Nurse Representatives. Bargaining unit nurse representatives shall be released from duty on paid time to attend disciplinary and grievance meetings when staffing allows.

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

ARTICLE 8 – HOURS OF WORK

8.1 Work Week and Work Day. The work week shall be from 0000 hours on Sunday through 2359 hours on Saturday. Eight (8) hours shall constitute the basic shift exclusive of a one-half (½) hour unpaid meal period. Nothing in this or any other provision of this Agreement constitutes a minimum guarantee of work.

8.2 Voluntary Alternatives. Weekend tours of duty or alternate schedules requested in writing by a nurse may be arranged by mutual agreement with the appropriate department/division head, and shall not be subject to such time and one-half (1½) premium pay provisions described in Article 9.4 that are specifically waived by the nurse.

8.3 Advance Authority. A nurse will be expected to obtain proper advance authorization, except in an emergency, from an appropriate supervisor for work in excess of the nurse's workday or workweek.

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

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

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

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

8.4.4 In the event that the number of alternate length shifts contemplated is sufficient to have a significant overall impact on the nurses in the particular nursing unit, the Medical Center shall not proceed with initiation of such shifts without prior consultation with and consent of the Association.

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

8.4.6 A change in work day duration under this section will not be deemed to have resulted in a vacancy, provided that the change falls within the language of Article 13.6. Positions consisting of regularly scheduled shifts of different duration may

be created only by mutual agreement between the nurse, the Medical Center and the Association. When vacated, the alternate length shift(s) shall first be offered to the remaining nurses on the unit and shift in order of seniority.

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

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

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

8.5 Meal and Rest Periods. Nurses shall receive an unpaid meal period of one-half (½) hour during their shift. They shall also receive one (1) fifteen (15) minute paid rest period for each four (4) hours of work during their shift. Nurses are to take their rest breaks if no relief is necessary; the Medical Center shall arrange for coverage if break relief is necessary. During the unpaid meal period, the nurse is on his/her own time. It is the goal of both parties that the meal period shall occur during the middle four (4) hours of the nurse's shift whenever practicable. If rest periods are missed due to operating requirements, arrangements will be made to provide rest periods at alternative times during the shift. Rest periods may be allowed in conjunction with the meal period or combined and taken separately from the meal period.

8.5.1 Unit plans. Each nursing unit will maintain a written plan designed to provide meal and rest periods in accordance with Section 8.5. Plans will be modified by consensus of the manager and a majority of the staff nurses on each unit. The Medical Center will schedule sufficient staff to implement each unit's plan. The Medical Center will provide copies of unit plans to the Association.

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

8.6.1 Per diem nurses. Per diem nurses shall be offered the following opportunities: (1) to be placed on the schedule prior to temporary and "agency" nurses; (2) to commit to available work before such work is contracted to traveler nurses; (3) to

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

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

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

8.6.4 Deviation from anticipated days off. In the event that scheduling needs on a unit and shift require deviation from a nurse's anticipated days off, reasonable efforts will be made to seek volunteers first and to seek equitable distribution of such deviations among nurses on the unit and shift. If it is necessary to change a nurse's anticipated days off, the Medical Center will make a reasonable effort to notify the nurse prior to the posting of the schedule.

8.6.5 Mandatory overtime. Mandatory overtime may not be assigned on a routine basis. The Association and the Medical Center agree that every reasonable effort should be made to obtain nurses for unfilled hours or shifts before requiring a nurse to work overtime. The Medical Center will fully comply with recent Oregon State legislation that limits and regulates circumstances under which a nurse may be required to work overtime.

When circumstances beyond the Medical Center's control require modifications to a nurse's usual scheduled times for ending work, the Medical Center shall immediately notify the Association and explain the circumstances in accordance with current protocol. The Medical Center shall also notify the Association in a timely manner, and in writing, of the impacted nurse's name, number of required hours worked, shift and unit. In such an event, when there are no volunteers for the additional assignment, the work shall be assigned in order of reverse seniority in semi-annual periods, beginning with the least senior qualified nurse working within the nursing unit where the staffing need arises,

provided that a nurse who is working hours beyond his or her regularly scheduled position hours shall be the last qualified nurse to be assigned the work. A nurse who volunteers to work in lieu of another nurse designated to work the additional assignment shall be credited for working the assignment for purposes of the rotation described above.

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

8.7 Assignment to Non-Regularly Scheduled Shift. Regular nurses (not including those in a formal, specific training program and/or orientation) generally are not to be assigned to a variable shift or to rotate shifts, unless at the nurse's request. In order to handle specific assignment needs, however, the Medical Center may assign regular nurses to work on shifts other than (or in addition to) the shift on which they are regularly scheduled. For purposes of this section, "shift" shall mean day shift, evening shift or night shift.

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

8.7.1 A nurse's assignment in such rotation shall be for a maximum of one (1) month of work, exclusive of scheduled PTO. Upon completion of such assignment, the nurse shall not again be assigned in the rotation until all other eligible nurses in the unit have been assigned in the rotation.

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

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

8.8 Temporary Assignments. A nurse may, with the nurse's consent, be assigned temporarily to a higher non-bargaining unit or charge position. A nurse may also, with the nurse's consent, be assigned to facilitate. A nurse may also be assigned to facilitate without the nurse's consent, provided that (1) there is no willing and qualified oriented nurse available to fill the assignment, (2) the assignment occurs on a shift that the nurse is already scheduled to work, and (3) the nurse is qualified and fully oriented to facilitator duties. The Medical Center shall always first seek qualified volunteers to be oriented to facilitator duties, but in the absence of volunteers, shall have the right to orient qualified nurses to the role of facilitator. When a temporary assignment occurs, the nurse shall be compensated for such work at his/her current rate of pay plus the applicable differential or the difference in rates between the hourly base rates of the two positions.

8.9 Orientation. When a nurse is newly hired for assignment to a specific unit or transferred to an established position in a unit, the Medical Center will provide the nurse with sufficient orientation to the unit and its patients that allows the nurse to reach core competency.

Based upon the nurse's previous clinical experience and the similarity of skills to those the nurse already possesses, the nurse and the nurse's supervisor will mutually agree on the length of orientation in the applicable nursing unit. The Medical Center will take into consideration the nurse's expressed needs in determining the individualized orientation. Nurses shall not be required to work additional hours to orient on other units.

8.9.1 The Staffing Committee may create unit clusters for purposes of cross-orientation. The Medical Center may require cross-orientation of a nurse to any or all units in his or her cluster. In the event of such a requirement, the Medical Center will provide the nurse with sufficient cross-orientation opportunities and opportunities to be scheduled in other units within the approved cluster.

8.9.2 Float pool unit nurses may be required to orient to five (5) nursing units.

8.10 Floating. A nurse who is scheduled to work on his/her regular unit may be required to float to any other nursing unit, except that nurses in the Women's and Children's Complex (NICU, Labor and Delivery, Pediatrics and Mom/Baby) will not be required to float to units outside of the Complex.

8.10.1 Float assignments. Nurses shall receive float assignments commensurate with their skills, competencies and the patient populations to which they have been oriented. Among nurses on a unit who are competent to perform a float assignment, volunteers shall be first, followed by agency, traveler and temporary nurses, then float pool nurses, and then by an equitable system of rotation among the remaining nurses on the unit. The system of rotation shall be in accordance with float guidelines established between the unit manager(s) and a majority of the nurses on the nursing unit. These float guidelines shall be written and available for review on each nursing unit. At a minimum, nurses assigned to float will receive or will have previously received basic information needed to work on the unit, including unit layout, location of supplies, and essential unit protocols. A Charge Nurse may be required to float when not assigned to perform the duties of the Charge Nurse for that shift. A bargaining unit nurse who is assigned primary preceptor duties for that shift shall not be subject to the float rotation for that shift.

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

8.11 Report Pay. If the Medical Center is unable to utilize a nurse who reports for an assigned shift, he/she shall be paid four (4) hours at the straight time hourly rate of pay plus applicable shift differential or the straight time hourly rate of pay for the actual number of scheduled hours for that shift, whichever is less. The provisions of the preceding sentence shall

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

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

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

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

8.12.3 Mandatory on-call shifts shall be scheduled by the Medical Center in no less than eight-hour increments. An option for four-hour on-call shifts may be made available by the Medical Center to nurses who consent to meet their mandatory on-call requirement in less than eight-hour increments. These four-hour on-call shifts shall be limited to 0700 to 2300. Weekend on-call shifts shall not be scheduled without the nurse's consent (1) on a nurse's regularly scheduled weekend off, resulting in the nurse being subject to working consecutive weekends, or (2) on consecutive weekends.

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

8.13 Schedule Exchanges. There are no restrictions on the number of uneven schedule exchanges a regular nurse can take with PTO provided that the replacement on the schedule is qualified to do the work. Per diem nurses may also arrange unlimited uneven schedule exchanges with other per diem nurses. Even schedule exchanges must occur within a period of thirty (30) days, and even exchanges between nurses on different shifts shall be limited to three (3) per nurse per work cycle except for exchanges made for educational purposes. Notwithstanding the preceding sentence, even exchanges of scheduled call for nurses in the Operating Room may occur within two (2) consecutive work cycles. Although no schedule exchange is allowed to result in the payment of premium or overtime pay at the time of the request, such pay shall not be excluded as a result of subsequent work being assigned by the Medical Center after the schedule is posted and performed by the nurse following the approval of the exchange. Uneven schedule exchanges can only be submitted after the schedule is posted,

unless the request is needed to complete an otherwise approved PTO request for a block of four (4) scheduled days or more. The Medical Center may deny an uneven schedule exchange request only if the nurse making the request is not qualified, the exchange will result in overtime or premium pay, or the request is made within seven (7) calendar days of the requested exchange.

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

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

ARTICLE 9 – COMPENSATION

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

9.2 Wage Rates and Additional Compensation.

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

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

9.2.3 The Association further acknowledges that the Medical Center has the right to compensate nurses over and above the amounts set forth in this Agreement in response to needs for limited periods of time. The Medical Center agrees to notify the Association of all new pay enhancement plans prior to implementation. The Medical Center further agrees to consider prior to implementation all reasonable objections, suggestions and/or concerns raised by the Association within five (5) calendar days after such notification. At the time of implementation of the plan, the Medical Center shall provide terms, including criteria, of the plan to the Association.

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

b. The Medical Center shall provide notice to all nurses within the affected nursing unit and shift of the activation of an intermittent pay enhancement plan as soon as a determination of its availability is known. Such

notice may be actual or constructive. The intent of this provision is to provide notice of the terms of the plan to such eligible nurses.

c. The existing Critical Staffing Incentive (CSI) Program and the On-Call/Called-In (OCCI) Plan will continue in effect until the Medical Center provides to the Association and bargaining unit nurses written notice of discontinuation of either plan. This notice will be given a minimum of one (1) full posted work cycle in advance of discontinuation. Notice to bargaining unit nurses may be actual or constructive.

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

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

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

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

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

9.4.2 Sixth and consecutive day. On the sixth consecutive day worked, and each subsequent consecutive day worked, following five (5) consecutive days already worked, unless waived by mutual agreement. To qualify as a consecutive day of work under this paragraph, the nurse must have worked four (4) or more hours in such day.

a. Any day worked, regardless of the nurse's rate of pay for that day, will count toward sixth and consecutive day pay under this section. For purposes of this section, "day" is defined as a 24-hour period commencing at the beginning of the nurse's regularly scheduled shift. All time worked during or contiguous to this scheduled shift is considered time worked on the day the scheduled shift begins. In the event a nurse works a portion of a shift that is not part of or contiguous to a scheduled shift, the work is considered to have occurred on the day the worked shift begins.

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

c. If a nurse volunteering for additional work may thereby be entitled to consecutive day premium pay under this provision, the nurse shall note such

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

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

9.4.3 Excess of standard shift. Hours worked in excess of the nurse's standard shift in each day, which is defined as a period commencing at the beginning of a nurse's regularly scheduled shift and terminating twenty-four (24) hours later. This provision shall not be triggered if a nurse commences work within two (2) hours of his or her regularly scheduled shift, provided that the nurse is paid at the premium rate if he or she works in excess of the nurse's standard shift.

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

a. Exempt from this provision are those nurses who have agreed in writing to work schedules calling for consecutive weekend work, and those nurses who express a desire in writing to work consecutive weekends when work is available.

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

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

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

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

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

9.5 Charge Nurse Differential. A nurse assigned to Charge Nurse responsibilities shall be paid a differential of either \$3.15 per hour for the duration of the nurse's assignment to a Charge Nurse vacancy in accordance with Article 13.3; or \$2.05 per hour worked (\$2.20 effective the first full pay period following July 1, 2013) when designated by the Medical Center to be a Facilitator.

9.6 Shift Differential.

9.6.1 Evenings. A nurse who works the second shift, including four (4) or more hours after 1500 hours, shall be paid a shift differential for all hours worked after 1500 hours of \$2.35 per hour.

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

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

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

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

9.7.1 Rate of pay. A regular nurse scheduled for an on-call shift, or who is scheduled to work but is notified in advance of the scheduled shift to be on-call instead, shall be paid \$3.75 per on-call hour (\$4.00 per on-call hour effective the first full pay period following July 1, 2013), whether or not the nurse is called back while on-call. The rate shall be \$5.00 per on-call hour for mandatory call.

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

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

9.9 Overpayments. If a nurse is paid more than required under this Agreement, the Medical Center may obtain reimbursement by payroll deduction for up to 90 days of such overpayments preceding the date of the Medical Center's notification to the nurse of such overpayment. The Medical Center will provide the nurse with a repayment plan within fifteen (15) days after having been notified of the overpayment. If the nurse fails to respond within fifteen (15) days after the proposed repayment plan is sent by e-mail and by certified mail, the nurse will be deemed to have accepted the plan as written. The letter providing the repayment plan will advise the nurse of his/her rights under this section. This section is without prejudice to any other legal means that the Medical Center may have to obtain reimbursement for overpayments not covered by payroll deduction.

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

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

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

9.12 Advanced Education Pay. Nurses holding a BSN degree will be compensated three percent (3%) above their Appendix A rate and nurses holding an MSN degree will be compensated four percent (4%) above their Appendix A rate.

9.13 Transport Differential. A nurse who performs NICU patient transport duties shall receive \$150.00 per transport in addition to the nurse's regular rate of pay. A nurse who

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

9.14 Preceptor Pay. A nurse assigned by the Medical Center to mentor new nursing department nurses, RN and LPN students (but not including students whose instructors are present at the facility) and surgical scrub technicians under the Medical Center's preceptor program shall receive \$1.35 per hour in addition to the nurse's regular rate of pay for each hour worked while performing in this role. The Medical Center will select preceptors based on clinical skills, experience, communication skills and teaching skills. Nurses may be required to attend an approved preceptor class in order to qualify for preceptor pay.

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

9.16 Payroll Practices. The Medical Center shall maintain payroll records in accordance with federal and state law. The Medical Center shall make available to nurses, on or before the designated payday for each pay period, detailed earnings data for each category of pay that allow the nurse to verify the accuracy of his or her compensation. The Medical Center shall also make available a readability key that defines the acronyms and categories that appear on a nurse's earnings statement.

ARTICLE 10 – PAID TIME OFF

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

10.2 Eligibility. All nurses regularly scheduled to work at least 20 hours per week (excluding per diem and temporary nurses) are eligible for PTO.

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

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

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

- c. Tenth through Fourteenth Year of employment – .13846 hours of PTO for each accrual base hour (approximately 36 PTO days (288 hours) per year for a full-time nurse).
- d. Fifteenth through Nineteenth Year of employment – .14615 hours of PTO for each accrual base hour (approximately 38 PTO days (304 hours) per year for a full-time nurse).
- e. Twentieth and Subsequent Year of employment – .15385 hours of PTO for each accrual base hour (approximately 40 PTO days (320 hours) per year for a full-time nurse). However, nurses accruing at the rate of .15769 hours of PTO for each accrual base hour (approximately 41 PTO days (328 hours) per year for a full-time nurse) as of June 30, 2013 shall continue to accrue at that higher rate.
- f. There shall be a maximum PTO accrued balance for each nurse of 600 hours. Once an accrual balance reaches 600 hours, accrual shall stop until the balance is reduced below 600.

10.5 Use of PTO.

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

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

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

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

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

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

shall review the request for approval based on a determination of whether the standards for medical hardship have been met.

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

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

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

10.7.1 Time parameters. A nurse shall request the supervisor of his/her unit to schedule time off by giving notice in writing to the staffing office at least sixty (60) days but not more than six (6) months prior to the date when the earliest schedule covering such time off is to be posted. The Medical Center will respond in writing to such request no later than thirty (30) days after receipt of the request. Preference for available time off on the nurse's unit and shift will be given to the request for same received on the earliest date by the staffing office.

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

10.7.3 Requests submitted with less than 60 days' notice. If a nurse requests time off with less than sixty (60) days' notice, but at least two (2) weeks prior to the date when the earliest schedule covering such time off is to be posted, the Medical Center will consider such requests in the order received from among the nurses on the same unit and shift, to determine if scheduling will permit accommodation of the requests. A nurse may also request time off from his or her manager or designee after the schedule is posted. A nurse requesting scheduled time off with less than sixty (60) days' notice runs an increased risk of non-approval of the request due to non-availability of adequate core staffing.

10.7.4 Conflicting requests. In the event two or more nurses on the same unit and shift request the same period of time off and such requests are received by the Medical Center on the same date, the Medical Center will seek to accommodate the requests, but, in the event the scheduling will not permit, the Medical Center will notify the nurses of the unresolved conflict. The senior such nurse shall be given preference provided that (a) they request such seniority preference in writing no later than five (5) days after notification by the Medical Center of the unresolved conflict, and (b) they shall

not be eligible to exercise such right of seniority if they exercised it during the preceding two (2) years.

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

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

10.8 PTO Unit Guidelines. Each nursing unit shall establish a unit PTO committee which, with the consensus of the manager(s) of that unit and a majority of staff nurses on that unit, shall develop PTO unit guidelines, copies of which will be kept on the unit and in Nursing Administration, and will be sent to the Association. These guidelines shall address, at a minimum, (a) a definition of prime time for the unit; (b) the number of staff who can be scheduled off at any time, including prime time; (c) a fair and equitable system for assigning holidays, including Christmas Eve and New Year's Eve; and (d) the number of pending PTO requests a nurse may maintain on the books at any one time. These guidelines must be in compliance with this Article; they are intended to supplement, but not replace, the provisions of this Agreement.

10.9 Payment of PTO.

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

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

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

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

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

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

ARTICLE 11 – LEAVES OF ABSENCE

11.1 General Provisions. Upon completion of probation, a regular nurse may be granted a leave of absence without pay. All such requests must be presented in writing to the appropriate supervisor as far in advance as possible. Each case will be reviewed and considered for approval by the Medical Center.

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

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

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

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

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

11.2 Family and Medical Leave. Family, pregnancy and medical leaves of absence will be administered by the Medical Center consistent with applicable state and federal laws.

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

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

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

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

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

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

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

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

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

The filling of such suitable and available positions shall proceed in accordance with the job bidding and posting process described in Article 13. Said process shall be modified, however, in the following respects. First, the process shall not continue beyond eight (8) weeks from the date the nurse is released to return to work and is offered the opportunity to apply for a suitable and available position. Second, the process shall not result in the elimination of all suitable and available positions for the injured worker. Accordingly, at the conclusion of the eight (8) week period, or such time when there is no application from a senior qualified nurse whose position would be suitable for the injured worker, whichever occurs sooner, the returning nurse shall be placed in a remaining available and suitable position without regard to the bidding and posting process.

11.7 Absences With Pay.

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

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

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

11.8 Light Duty. A regular nurse on worker's compensation who is assigned light duty work pursuant to the policies of the Medical Center's Employee Health Department shall continue to be eligible for accrual of PTO and accrual of seniority, and shall be eligible for continuation of retirement benefits and continuation of insurance benefits in accordance with the terms of the applicable benefit plan.

ARTICLE 12 – SENIORITY

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

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

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

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

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

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

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

ARTICLE 13 – FILLING OF VACANCIES

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

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

13.2.1 More qualified junior nurse. The most qualified junior nurse may instead be awarded the position if (1) such nurse is within 6,000 seniority hours of the most senior qualified nurse, (2) both candidates have been employed at the Medical Center for greater than one calendar year, and (3) the junior nurse is clearly more qualified for the position based upon (a) qualifications as evidenced by documented certifications educational or workshop credits, or similar materials, and/or (b) demonstrated abilities as evidenced by documented satisfactory, exemplary or specialty service in a performance evaluation or other document(s). The Medical Center's choice of the more senior qualified nurse shall not be subject to challenge under the grievance procedure.

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

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

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

13.3.1 Trial period for charge nurses. The successful applicant shall receive a three (3) month trial period including orientation. If, during such trial period, the Medical Center or the nurse determines that the nurse should not be continued in the position, the nurse shall be reassigned to his/her former position if it is available or to the same shift and number of hours he/she held immediately prior to the trial period. If the preceding sentence results in reassignment to a unit different to that to which he/she was assigned

immediately before his/her trial period, and the nurse within six (6) months after such reassignment applies for a vacancy in his/her former unit, the nurse shall be given such preference as he/she would have had if the vacancy had been posted on the date when the nurse was last assigned to such former unit. The foregoing language shall also apply if the Medical Center determines, under Article 6.1, at a time subsequent to the completion of the trial period, that a nurse should not continue in a charge nurse position.

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

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

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

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

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

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

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

applicable, to remain employed, the nurse must bid on his or her former position, if available, or on another open position.

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

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

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

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

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

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

13.13.2 Bidding on open positions. During this 12-month period, such nurses shall have the opportunity, upon becoming qualified, to bid on open positions, including

positions available for filling only by recent RN graduates. These positions shall only become available as vacancies occur.

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

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

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

ARTICLE 14 – WORK FORCE REDUCTIONS, LOW CENSUS AND REORGANIZATIONS

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

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

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

1. A determination by the Medical Center shall be made regarding the number of hours to be eliminated in each seniority pool.
2. The number of positions to be eliminated within each seniority pool shall be determined. The nurses who occupy those positions shall be identified by inverse house-wide seniority and shall be notified of the elimination of their positions.
3. The nurses identified and notified pursuant to paragraph 2 above shall choose, within fourteen (14) calendar days of receiving notice from the

Medical Center of elimination of their position, and in order of house-wide seniority, one of the following options:

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

14.1.3 Notice. The Medical Center will also give the Association written notice of a reduction in force at least thirty (30) days prior to implementation . The Medical Center will meet with the Association, upon request, to discuss such action, provided that the Association promptly responds so as to allow the Medical Center to implement such

reduction in personnel within thirty (30) days of receipt of such written notice. Failure to act in such prompt manner shall constitute a full and unequivocal waiver of the Association's right to participate further in this process.

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

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

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

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

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

14.2 Low Census. In the event of low census days/hours, nurses shall be placed on low census in the unit and shift where the low census occurs in the following order: (1) "agency" traveler and temporary nurses, (2) nurses working at a premium rate of pay, including sixth and consecutive day pay unless the low census shift is a night shift, (3) volunteers, (4) per diem nurses scheduled following the posting of the work schedule, (5) regular nurses who are working that shift in excess of their regularly scheduled hours, (6) per diem nurses scheduled on the posted work schedule, and (7) finally, by a system of equitable rotation among the remaining nurses, provided the remaining nurses shall be qualified and available to perform the available work. For purposes of this provision, equitable rotation shall be defined as a system that assures that individual nurses over a span of two (2) consecutive work cycles do not bear a burden of placement on low census disproportionate to their assigned FTE. The

system of equitable rotation shall be established by consensus of the manager(s) of the nursing unit and a majority of the staff nurses on that unit. Nurses who are intermittently assigned to an area shall be deemed qualified to perform in those areas for purposes of low census staffing adjustment. Floating will not be counted as low census.

14.2.1 Float pool exception. Prior to the beginning of the scheduled shift, a qualified regular float pool nurse shall have the right to replace a per diem nurse on any unit, provided that the float pool nurse has the clinical experience allowing him or her to be utilized for an anticipated patient assignment on that unit at the time of the assignment. Upon the request of a float pool per diem nurse, the Medical Center will make a reasonable effort to provide an equitable distribution of work among per diem float pool nurses and the per diem nurses in a unit to which the float pool nurses are oriented. After the shift has started, float pool nurses shall be treated as their own separate unit for purposes of low census assignment. Float pool nurses shall have the option of orienting to additional nursing units during a low census assignment until they have completed and maintained orientation to five (5) nursing units. When float pool nurses choose this option, the Medical Center will provide the requested orientation.

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

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

- a. Hours count toward the mandatory low census maximum ("Maximum") only when low census is assigned pursuant to clause 14.2 (7) above in the order of low census.
- b. Low census hours will be considered voluntary and will not count toward the Maximum if a nurse declines an opportunity to work during the scheduled shift.
- c. Hours shall not count toward the Maximum to the extent that the Medical Center offers the nurse who is assigned low census an opportunity, at least 48 hours in advance of such opportunity, to work additional hours on the same shift during the same work cycle.
- d. In determining whether the Maximum is reached at any point during six consecutive cycles, all hours worked in excess of a nurse's assigned FTE will be deemed to offset the equivalent number of mandatory low census hours.
- e. In the event that one or more nurses on a unit and shift approach the Maximum, the Medical Center may, notwithstanding clause 14.2 (7) above,

assign low census to assure equitable distribution among all nurses on the unit and shift.

14.2.4 Protocol for addressing excess low census. The Medical Center will provide to the Association low census data for each nursing unit within fourteen (14) days after the end of each work cycle. If the Association desires to discuss with the Medical Center its concerns regarding excess low census on any unit, it will arrange for a meeting with the Medical Center to be held within fourteen (14) days after having received the end-of-cycle low census data. Excess low census is defined as a reduction of at least 10% of the core scheduled hours in a nursing unit over a span of two (2) consecutive cycles. When they meet, representatives of the Medical Center and the Association shall consider actions to remedy the situation, including potential reorganization and/or implementation of layoffs as provided in this article. The parties will strive to mutually agree upon appropriate remedial actions at such meeting or within fourteen (14) days thereafter.

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

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

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

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

14.3.1 Notice. Prior to implementing a work force reorganization, the Medical Center will provide the Association a detailed tentative reorganization plan at least sixty (60) days in advance of the scheduled implementation date.

14.3.2 Bargaining rights and obligations. The Medical Center shall, upon demand by the Association, bargain the impact of the work force reorganization. The parties' bargaining rights and obligations shall be as follows: The Medical Center shall agree to meet on a minimum of three (3) occasions during the allotted 60-day period. After notice of reorganization is provided, nurses in a unit designated for reorganization will not change status or hours within the unit until position selection is completed. During the reorganization the parties will address the potential need to extend the time

parameters in Section 13.9. At the conclusion of the 60-day period, unless the parties agree otherwise in writing, bargaining over the proposed reorganization plan shall be deemed to be at an impasse and the Medical Center shall have the right to implement the terms of its last proposal to the Association.

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

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

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

ARTICLE 15 – HEALTH AND WELFARE

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

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

15.1.1 Premiums. The Medical Center shall continue its current level of premium contributions through December 31, 2012. Effective January 1, 2013, the Medical Center shall contribute a dollar amount sufficient to cover the following portions of the total premium costs for the medical plans offered:

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

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

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

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

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

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

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

15.2 Benefit Maintenance and Changes. The Medical Center shall continue its current health insurance benefit program, including the current level of premium contributions, through December 31, 2012. Effective January 1, 2013 the Medical Center will implement a new benefit program in accordance with the plan designs and premium contribution structures agreed to when the parties negotiated the current Agreement. The Medical Center shall thereafter continue the current or a substantially equivalent level of aggregate benefits existing under this new program, including the level of premium contributions, for each of the insurance plans referenced in Section 15.1. In the alternative, in the event that the Medical Center does not maintain a substantially equivalent level of aggregate benefits under any of these insurance plans, as determined by an independent actuary retained by the Medical Center, the Medical Center shall notify the Association of the proposed changes and shall meet with the Association, upon request, to bargain over the proposed changes prior to their implementation. The provisions of Article 19 shall be waived for the duration of such bargaining. In no event shall bargaining unit nurses receive a level of benefits that is less than the level received by a majority of the Medical Center's non-bargaining unit employees.

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

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

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

15.4 Communicable Diseases. When a nurse is required by the Medical Center to be absent from all work because of exposure to a serious communicable disease, which likely occurred while on duty as determined by Employee Health, the Medical Center will pay the nurse at the nurse's straight-time rate of pay for scheduled hours lost, for up to fourteen (14) days. This section will not be applicable when (a) the nurse is eligible for workers' compensation or other disability insurance benefits for which the Medical Center has made contributions, or (b) the nurse, after having received actual or constructive notice in writing of this provision, has refused the Medical Center's offer of timely vaccination in connection with such disease except for medical reasons. In the event of a potential epidemic, the Association and the Medical Center will meet to discuss guidelines for maintaining employee and patient safety and compensation for hours lost.

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

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

15.7 Pharmacy Benefit for Retirees. The Medical Center shall maintain a program that allows all eligible retiree nurses and their spouses/domiciled adults to purchase pharmaceuticals at Medical Center cost, plus a dispensing fee, from PeaceHealth Oregon Region pharmacies. To be eligible for this benefit, the retiree nurse must have (1) reached age 55, (2) had at least ten (10) years of service within the PeaceHealth system, (3) been in a benefited position at the time of retirement, and (4) been enrolled in the Medical Center's self-insured pharmacy benefit at the time of retirement. The program shall be subject to termination if the Medical Center ceases its self-insured pharmacy benefit, or if a national or state legislated pharmacy plan that is at least substantially equivalent to the Medical Center's plan becomes available to retiree nurses covered by this program.

ARTICLE 16 – PROFESSIONAL DEVELOPMENT

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

nurse's personnel file. A copy of the assessment and goal statements will be furnished to the nurse.

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

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

16.2 Continuing Education Program. Professional development is a shared responsibility. The Medical Center agrees to maintain a continuing education program for all nurses. Each nurse is encouraged to present suggestions for improving the program to his/her supervisor. Nurses are expected to attend inservice educational functions during their normal shifts, with the prior approval of the Medical Center. When it is not possible for a nurse to attend a voluntary inservice educational function during his or her normal shift, the nurse may choose to attend and be compensated for that function held at an alternative time outside of his or her normal shift, provided that the nurse's attendance does not otherwise cause the nurse to receive a premium or overtime rate of pay. In the event a nurse is required by the Medical Center to attend inservice educational functions or unit staff meetings outside of his/her normal shift, time spent at such functions will be considered as time worked under this Agreement. A minimum of two (2) hours' pay at the nurse's Appendix A wage rate shall be paid for attendance under the preceding sentence, if the time spent at such functions is not continuous with the nurse's normal shift. If a nurse must change her/his work schedule in order to attend such required inservice educational functions, the nurse may (1) either use PTO or take leave without pay to cover all shifts the nurse would have worked if the nurse had been able to maintain her/his work schedule, or (2) arrange with the nurse manager to work a mutually agreeable alternate day within the same work week. Regular nursing unit meetings shall be scheduled by the Medical Center if a majority of the nurses in any unit vote in favor of this type of professional collaborative forum. The Medical Center shall have the discretion to determine whether a nursing unit meeting is required or voluntary.

16.3 Educational Days and Expenses. An annual maximum of 1,300 educational days paid at straight-time rates shall be provided by the Medical Center for nurses who have been employed by the Medical Center for at least six (6) months, to attend non-mandatory educational programs on or off Medical Center premises. Further, an annual maximum of \$185,000 shall be provided by the Medical Center to assist participating nurses in meeting registration fees and related expenses in conjunction with attending such educational programs. The annual maximum increases to \$195,000 effective July 1, 2013.

16.3.1 Allocation. The appropriate Medical Center official(s) shall determine and administer the allocation of funds and education days from this budget proportionally to the nursing units based on the number of full-time equivalent nurses per nursing unit, as of July 1 of each year, and shall report quarterly, if requested, to the Professional Nursing Care Committee regarding disbursements from the budget set forth above. As of April 1 of each year, all funds and education days that have not been approved will be pooled from individual units and be made available to all bargaining unit nurses.

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

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

16.3.4 Procedure and unit guidelines. Requests for educational days should be made no later than two (2) weeks prior to the posting of the schedule covering the period in which the days are sought. The Medical Center will respond as soon as possible, but no later than the posting of such schedule. If nurses are concerned about registration or refund deadlines, they shall make such concerns known, with supporting documentation, at the time of the request for educational days. Approval of educational day requests shall be subject to staffing needs on the date(s) requested and shall not be unreasonably denied. Such staffing needs shall be defined to include the minimum numbers of nurses allowed off as specified in Appendix B. When the full number of educational day requests cannot be approved, preference will be given to the earliest received request(s). A nurse's education day request shall not be granted if the same day has previously been granted as PTO.

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

16.3.5 Per diem application. A per diem nurse shall be eligible for educational days and expenses if the nurse, consistent with Section 3.6, (1) has accrued his or her required number of per diem credits during the full calendar quarter immediately preceding the date of application, or (2) has accrued the required number of per diem credits in the calendar quarter in which the application is made. This restriction shall not apply if the per diem nurse was not in a per diem status for the full calendar quarter prior to the educational offering. This requirement may not be amended by unit guidelines.

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

16.4 Tuition Reimbursement. In addition to the funds available under Section 16.3 herein, the Medical Center shall provide an annual maximum of \$50,000 (\$55,000 effective July 1, 2013) to assist regular nurses in meeting the cost of tuition, books and associated expenses for classes that are part of a program to obtain a BSN or MSN. To qualify for reimbursement, the nurse must successfully complete the class or program with at least a grade of C for undergraduate courses, or a grade of B for graduate courses. The Professional Nursing Care Committee shall be responsible for developing and periodically revising the criteria and parameters pertaining to access and distribution of these funds.

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

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

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

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

16.6.3 Shift and unit preference. A nurse who is unsuccessful during the trial period shall also retain preference over all other applicants to return to open positions on the nurse's original shift and retain in-unit seniority in the nurse's previous nursing unit

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

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

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

ARTICLE 17 – PROFESSIONAL NURSING CARE COMMITTEE

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

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

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

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

selected from each of the following clinical disciplines: Operating Room, Critical Care, Medical, Surgical, Obstetrical, Mental Health, and Emergency Room.

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

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

17.6 Committee Liaison. The chairperson of the Professional Nursing Care Committee may attend the Patient Care Forum meetings except those portions of the meeting which deal with collective bargaining issues.

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

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

Nurses are encouraged and expected to notify their supervisor of staffing issues. The Association will make available copies of the ONA Staffing Request and Documentation Form on each nursing unit and shift. The Medical Center will assure that documentation of staffing deficiencies and requests are not discouraged. A nurse who fills out such a report shall submit it to his/her immediate supervisor with a copy to the Committee for concurrent review. A member of nursing administration, upon the Committee's request, will attend the Committee's next scheduled meeting to review with the committee any such reports received within the past

month. The appropriate nursing administrator or designee shall respond within one month in writing to each nurse submitting such a report and will send a copy to the PNCC chair.

ARTICLE 18 – NURSING CARE DELIVERY

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

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

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

18.4 Staffing System. The Medical Center and registered nurses will act in compliance with ORS 441.162 and OAR 333-510-0045. The Medical Center shall be responsible for the implementation of a written Medical Center-wide staffing plan for nursing services. The staffing plan shall be developed, monitored, evaluated and modified by the Staffing Committee. Consistent with ORS 441.162, all changes in structure proposed by the Medical Center that (1) support the staffing plan, (2) affect direct patient care on the individual units and (3) have an impact on multiple units, will be discussed and reviewed by the Staffing Committee prior to implementation.

18.4.1 The staffing plan shall:

- a. Be based on an accurate description of individual and aggregate patient needs and requirements for nursing care.
- b. Be based on the specialized qualifications and competencies of the nursing staff. The skill mix and competency of the staff shall ensure that the nursing care needs of the patients are met and shall insure patient safety.
- c. Be consistent with nationally recognized evidence-based standards and guidelines established by professional nursing specialty organizations and recognize differences in patient acuteness.
- d. Establish minimum numbers of nursing staff including licensed practical nurses and certified nursing assistants required on specified shifts. At least one registered nurse and one other nursing staff member must be on duty in a unit when a patient is present.
- e. Include a formal process for evaluating and initiating limitations on admission or diversion of patients to another acute care facility when, in the judgment of the direct care registered nurse, there is an inability to meet patient care needs or a risk of harm to existing and new patients.

18.4.2 The Medical Center shall evaluate and monitor the staffing plan for effectiveness and revise the staffing plan as necessary as part of the Medical Center's quality assurance process. The Medical Center shall maintain written documentation of these quality assurance activities.

18.4.3 The Medical Center shall maintain and post a list of on-call nursing staff or staffing agencies to provide replacement for nursing staff in the event of vacancies. The list of on-call nurses or agencies must be sufficient to provide replacement staff.

18.4.4 In the event that the provisions of ORS 441.162 are changed, the provisions of this Article 18 will be deemed modified in accordance with such changes.

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

18.6 Staffing Committee. To the extent possible, the Staffing Committee shall (1) include equal numbers of Medical Center nurse managers and direct care registered nurses, (2) include at least one direct care registered nurse from each Medical Center nurse specialty or unit, as defined by the Medical Center, to be selected by direct care registered nurses from the particular specialty or unit, and (3) have as its primary consideration the provision of safe patient care and an adequate nursing staff pursuant to ORS 441.162. The committee currently consists of ten (10) nurse managers and ten (10) direct care registered nurses from designated specialties or units. If the Medical Center wishes to change these arrangements, it shall first review the matter with the Association and the committee.

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

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

18.7 Unit-Based Practice Committees. Each nursing unit will develop an interdisciplinary practice committee, also referred to as a unit-based council. Such a committee will be responsible for making recommendations and accomplishing tasks related to unit goals and policies related to interdisciplinary patient care (including operational, clinical, standardization, staffing and scheduling, budgetary, risk management, patient safety, employee safety, quality improvement and peer review issues). A standing or ad hoc subcommittee or task force consisting of nurses only may be established to deal with issues specific to the practice of nursing or contractual unit guidelines (*e.g.*, PTO, on-call, education), including the review and

amendment of nursing competency and skill checklists on nursing units. All recommendations made by such committees must be in compliance with the current contract, with applicable legal requirements, and with Medical Center policy and procedure.

18.7.1 Member selection. Nurse members on each council will be accepted on a voluntary basis. If the number of nurse volunteers exceeds the number of nurse vacancies, as determined by the council, then nurse members will be determined by majority vote among unit nurses. Councils are encouraged to include representatives from all areas of nursing practice for the unit and from all shifts.

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

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

18.7.4 Issue resolution. Decisions and recommendations shall be by consensus, or as otherwise specified by this Agreement. Nursing issues that cannot be satisfactorily resolved at the unit committee level may be forwarded to the appropriate Medical Center committee (e.g., staffing, nursing practice, safety, nursing council), PNCC and/or the Association negotiating committee for processing. All such referrals shall be reflected in the minutes. If forwarded to the PNCC and/or the negotiating committee they will review all such issues of concern and determine if further action is warranted.

ARTICLE 19 – NO STRIKE, NO LOCKOUT

19.1 In view of the importance of the operation of the Medical Center facilities in the community, the Medical Center and the Association agree that, during the term of this Agreement, (a) there will be no lockouts by the Medical Center, and (b) neither the nurses nor their agents or other representatives shall authorize, assist or participate in any strike, including any sympathy strike, picketing, walkout, slowdown, or any other interruption of work by bargaining unit nurses, including any refusal to cross any other labor organization's picket line. This provision shall not be interpreted to prohibit nurses from voicing conscientious quality of patient care concerns in any manner other than as specifically set forth above.

ARTICLE 20 – GENERAL PROVISIONS

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

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

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

20.4 Non-Reduction of Benefits/Past Practices. The signing of this Agreement shall not result in a reduction of benefits or terms and conditions of employment that are currently in effect and are not expressly covered herein, provided that such benefit or working condition is well established at the Medical Center. In addition, past customs or practices shall not be binding on the parties unless they are well established. Well established practices which affect the terms and conditions of employment of the bargaining unit shall not be unilaterally reduced or discontinued by the Medical Center without first bargaining with the Association. For purposes of this paragraph, "well established" shall mean that the benefit or working condition is unequivocal and readily ascertainable as an established practice accepted by both the Association and the Medical Center over a reasonable period of time.

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

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

20.7 Labor Management Committee. A committee consisting of Medical Center representatives and bargaining unit representatives shall routinely meet with the intent of proactively resolving contract and other workplace issues. For the duration of this Agreement, mutually agreed periods of time in Committee meetings will be dedicated to a discussion of subjects related to the impact of health care reform on the delivery of patient care at the Medical Center, including enhancement of the patient experience and reductions in cost. These meetings

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

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

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

ARTICLE 21 – DURATION AND TERMINATION

21.1 Duration. This Agreement shall be effective the first full payroll period following its ratification by the nurses, except as otherwise specifically provided for herein, up to and including June 30, 2014, and from year to year thereafter if no notice is served as hereinafter provided.

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

SIGNED this ____ day of _____, 2012.

SACRED HEART MEDICAL CENTER

OREGON NURSES ASSOCIATION

Appendix A

WAGE RATES

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

<u>Step</u>	<u>July 1, 2012</u>	<u>January 1, 2013</u>	<u>July 1, 2013</u>
1	31.56	31.72	32.35
2	32.52	32.68	33.33
3	33.58	33.75	34.42
4	34.66	34.83	35.53
5	35.85	36.03	36.75
6	37.10	37.28	38.03
7	38.47	38.67	39.44
8	39.29	39.49	40.28
9	40.09	40.29	41.09
10	41.77	41.98	42.82
11	43.56	43.78	44.66
12	44.55	44.78	45.67
13	45.53	45.76	46.68
14	46.55	46.79	47.72
15	47.60	47.84	48.80

Section 2. Advancement to higher steps:

- A. Nurses will move from Step 1 through Step 6 after one (1) year of service as a nurse at the previous step, beginning with Step 1.
- B. Nurses will move from Step 6 through Step 14 after two (2) years of service as a nurse at the previous step, beginning with Step 6.
- C. Nurses will move from Step 14 to Step 15 after three (3) years of service as a nurse at Step 14.

Section 3. CARE Award Plan. Bargaining unit nurses will be eligible to participate in the Caregivers Achievement Reward Earned (CARE) Award Plan, in accordance with the

terms of the Plan as determined by the Medical Center in its sole discretion, in the same manner and for as long as the Plan applies to all other employees of the Medical Center.

Section 4. Exceptional Performance Award Program. The Medical Center shall continue to make the Exceptional Performance Award Program available to bargaining unit nurses in the same manner it is made available to other staff. Exceptional performance shall be determined by measuring a nurse's performance against his/her job description and unit-specific job requirements. A nurse qualifying for an exceptional performance award, based on the results of the annual assessment and completion of the goal(s) addressed on the assessment, shall receive in the fall an award amount equivalent to 0.5% of the nurse's total wages in the prior fiscal year.

Appendix B

SCHEDULED TIME OFF

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

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

The following exceptions shall apply to the foregoing schedule:

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

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

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

Appendix C

OR, PACU, CATH LAB ON-CALL TIME

1. In lieu of the amount in Article 9.7.1, regular, per diem, and temporary nurses in the Operating Room, Post Anesthesia Care and Cath Lab Units who are scheduled for more than forty-eight (48) hours on-call in a four-week scheduled cycle will receive double the mandatory call rate under Section 9.7.1 for all scheduled on-call hours in excess of said forty-eight (48) hours.

2. On call hours paid at the Article 9.7.1 rate will be known as Tier 1 hours. Excess hours as defined above will be known as Tier 2 hours.

3. All OR and PACU nurses who have worked fifteen (15) or more years in the OR will be exempt for call until all other nurses in their unit subject to and available for call scheduling are scheduled for 48 hours of call for the four-week cycle where another nurse in their unit would need to be scheduled for more than 48 hours of call. These nurses shall be exempt from call assignment in order of each nurse's original exemption date within either unit. Notwithstanding the provisions of this paragraph, an exempt nurse may agree to take call.

4. The Medical Center will assign and pre-post all scheduled Tier 1 shifts for regular, temporary, and traveling nurses. A per diem nurse may consent to be scheduled for Tier 1 shifts. Regular, temporary, and per diem nurses shall be scheduled first with any unfilled hours then assigned to traveling nurses. Regular staff may then self-schedule for any additional scheduled on-call shifts still unfilled. The Medical Center may then assign available traveling, temporary, and per diem nurses for any unfilled hours. The Medical Center may then assign regular staff for any unfilled hours. In the event a pre-assigned call shift is left uncovered due to unforeseen circumstances, the Medical Center will assign the uncovered call shift based on a system of rotation, commencing with the least senior nurse.

5. Any nurse accepting on-call originally scheduled as Tier 1 hours for another nurse will receive Tier 1 pay for all such hours, and those hours will not be counted toward computing Tier 2 hours. Any nurse accepting on-call originally scheduled as Tier 2 hours for another nurse will receive Tier 2 pay for all such hours.

6. Any nurse who serves as the on-call Team Leader for the OR on a weekend shall receive a minimum of two (2) hours of pay for that weekend at the nurse's regular rate of pay, even if the nurse has worked less than two full hours during the weekend. Such minimum pay shall be in addition to any on-call or callback pay to which the nurse may be entitled.

Appendix D

SEVERANCE BENEFITS

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

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

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

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

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

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

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

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

Appendix E

SECONDARY JOBS

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

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

2. Per Diem Requirements. Per diem work requirements, described in Section 3.7 of the Collective Bargaining Agreement (including on-call scheduling), shall not apply to the nurse's secondary job class. One position (typically the one with regularly scheduled or greater number of hours) shall be designated as the primary job class.

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

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

a. Primary position in the bargaining unit:

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

b. Primary position not in the bargaining unit:

(i) If the incident which is the subject of the grievance arises from the nurse's bargaining unit position, the contract grievance procedure shall control.

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

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

Single stand alone incidents that result in termination from all PeaceHealth employment (not discipline based upon prior work performance or discipline) shall be subject to the

contractual grievance and arbitration procedure to the extent it has an effect on employment in the bargaining unit position, regardless of whether the incident giving rise to the discharge originates from a bargaining or non-bargaining unit position.

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

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

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

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

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

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

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

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

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

Appendix F

MANDATORY TRAINING

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

1. Responsibility of the Medical Center to offer. The Medical Center shall provide nurses advance notice of at least six (6) months of annual mandatory trainings and educational requirements. This obligation may be satisfied by providing such information on the Employee Information Center. It shall also inform nurses by e-mail and unit posting of training requirements that become mandated by law or regulation during the interim annual period. The Medical Center shall provide to nurses sufficient opportunity to timely complete their annual mandatory trainings. Such opportunity may be made available through various measures, which may in the Medical Center's discretion include any or all of the following:

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

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

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

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

period a list of all such non-compliant nurses, including an identification of trainings not yet completed. Nurses will have thirty (30) days from the date the notice is sent to complete any outstanding requirements or to correct any perceived errors in the Medical Center's notice of non-compliance. No disciplinary action may occur prior to the expiration of this 30-day period.

4. Exception to 6-month notice provision. An exception to the 6-month notice obligation in Paragraph 1 above may apply when the Chief Nurse Executive or designee authorizes such an exception and submits such authorization to the Association and local Association executive committee members for review and approval. The Association may, within ten (10) business days of such notice, contact the Chief Nurse Executive or designee to discuss any concerns or issues the Association may have. Failure to establish such contact will be deemed an agreement with the exception. If agreement cannot be reached on the conditions for implementing the training, an exception will not be granted. The Association will not unreasonably withhold its agreement. The Medical Center will not implement any training pursuant to the exception in this paragraph during the last thirty (30) days of the mandatory training year.

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

Appendix G

SHORT SHIFT POSITIONS

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

1. A maximum of one (1) short shift position per day may be scheduled in each nursing unit, except that more than one per day may be scheduled in the OR, SPA, PACU, ED, NICU and Labor and Delivery units.
2. Combinations of positions with short and standard shift durations shall only occur by mutual agreement between the nurse and the Medical Center, within the following parameters:
 - a. A nurse shall not be permitted to combine a short-hour shift with a standard length shift that would result in a standard 12-hour shift for that nurse.
 - b. The short shift of a combined position must be scheduled completely within the nurse's regular shift duration start and stop time, with a two (2) hour deviation permissible for units referenced in Paragraph 1 herein. A nurse may only combine short and standard shifts within the same unit.
 - c. The Medical Center must offer any such combined position to all regular nurses on the same nursing unit where the short shift hours are available. If the Medical Center cannot accommodate multiple requests for the combined position, it will be granted to the most senior nurse.
 - d. All combined position, regularly scheduled hours shall count toward the determination of Article 15 FlexAbility premiums.
3. Each position shall have a regularly scheduled start and stop time. The deviations of scheduled work times specified in 8.6.2 shall not apply, without the nurse's consent, to short shift positions.
4. Short shift nurses shall be included in low census rotation.
5. Short shift nurses may not be required by the Medical Center to work beyond the length of their shift, including mandatory overtime specified in 8.6.5.
6. The Association shall, upon request, receive a list of all posted and filled short shift positions.

Appendix H

PER DIEM LACTATION CONSULTANT SENIORITY OPTIONS

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

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

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

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

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

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

Appendix I

NICU 12-HOUR SHIFTS

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

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

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

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

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

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

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

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

8.4.3 and 8.4.8 shall not be applied to NICU 12-hour reorganized or posted shifts.

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

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

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

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

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

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

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

11. Per Diem Work Credit. A per diem nurse shall earn one credit for each scheduled 12-hour shift toward his or her quarterly per diem work requirement as specified in 3.6.

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

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

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

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

Appendix J

ICU 12-HOUR SHIFTS

PTO will be approved in 12-hour blocks of time. Except as provided in Section 8.12.4, on-call will be scheduled in 12-hour blocks of time. Split shifts will not be scheduled. Nurses may schedule changes for full or partial shifts of work and on-call assignments.

Appendix K

SPECIALIZED CARDIAC SURGERY TEAM

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

1. The Team. The specialized cardiac surgery team (“Team”) shall be considered a separate nursing unit from the main operating room. There shall be a separate work schedule for the Team.

2. Filling of vacancies. Staff and Charge Nurse Team positions shall be posted and bid upon in the same manner as any other bargaining unit position in accordance with Article 13 of the Agreement. Nurse applicants currently qualified to perform open-heart procedures on a regular or relief basis shall be deemed qualified for staff Team positions. The nurse manager will review performance expectations with each applicant. A competency-based tool will be utilized to review the expectations.

3. Seniority. The Team and main operating room nursing units shall have separate seniority pools for all purposes (including job bidding and in-unit seniority application), except that combined continuous years of service in both units shall continue to apply for the OR on-call exemption.

4. On-call compensation. The provisions of Appendix C to this Agreement, exclusive of paragraphs 3 and 6 thereof, shall apply to the Team. There shall be two separate on-call schedules for the operating room and the Team. All scheduled on-call hours in either unit shall count toward Tier 2 hours and pay. Any Team nurse and main OR per diem nurse, who accepts on-call originally scheduled as Tier 2 Team hours for another nurse, will receive Tier 2 pay. Only hours originally scheduled as Tier 2 will be paid at that rate.

5. On-call hours. Scheduled on-call hours per regular Team nurse shall consist of not more than one non-consecutive weekend (Saturday and Sunday) per posted work cycle (48 hours; 0700 – 0700), plus sixteen (16) hours per week, without the nurse’s consent. Call hours shall be equitably distributed among regular and volunteer per diem nurses. A nurse may be scheduled for an alternate schedule or additional hours with the nurse’s written consent for each work cycle. The charge nurse shall participate fully in the call schedule rotation. On-call shifts may be scheduled in 4-hour increments.

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

7. Availability for main OR work. In consideration of the amount of dedicated cardiac scheduled call and “available” hours in addition to a nurse’s regular position hours (up to

104 additional hours per cycle), nurses holding positions on the Team shall at the discretion of the nurse have the option of accepting or rejecting available hours, including mid-shift assignment, in the main operating room. If a nurse elects to work available hours in the main operating room, then such acceptance of work shall count for purposes of low census rotation, notwithstanding the provisions of Article 14.2.

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

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

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

10. Low census assignment. Although low census assignments can be made in a manner that assures that staff are available for surgeries that are scheduled following 1500, low census assignment and rotation shall be made in the fairest manner to equalize low census hours among Team nurses.

Appendix L

PACU ON-CALL POSITION

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

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

Appendix M

OR HYBRID ON-CALL POSITIONS

The Medical Center in its discretion may create and maintain benefited hybrid on-call positions in the Operating Room (OR) within the following parameters:

1. Scheduled call for OR on-call positions may cover the hours of 2300 to 0700 commencing Monday through Thursday evenings, 1900 to 0700 commencing Friday evening, and 12-hour shifts commencing Saturday at 0700 and continuing through 0700 on Monday.
2. A nurse in a hybrid on-call position will not be scheduled for more than 44 hours per week, and will be guaranteed payment at the straight time rate of pay for 75% of the nurse's scheduled on-call hours.
3. For scheduled on-call hours worked, the nurse will be paid at the straight-time rate of pay, will be eligible to receive shift differential and weekend differential in accordance with Sections 9.6 and 9.10, and will be eligible for all premium pay under Section 9.4 other than consecutive weekend pay under Section 9.4.4 or callback pay under Section 9.4.5.
4. For hours worked outside of the nurse's scheduled on-call shift hours, the nurse will be paid the same as any other nurse working on a call-back, including applicable differentials.
5. If a nurse in an on-call position works hours beyond 75% of his or her scheduled on-call hours in a pay period, the nurse will receive premium pay.
6. Benefits, including health insurance premium contributions, shall be based on scheduled on-call hours, except that PTO shall accrue on the basis of hours compensated, including hours compensated as PTO. PTO/EIB utilization shall offset the payment guarantee described in Paragraph 2 above, and shall not exceed 75% of scheduled on-call hours.
7. A nurse in an on-call position shall be scheduled off on holidays that fall on the nurse's regularly scheduled call hours. The nurse will be included in the holiday call rotation based upon unit on-call guidelines. The nurse will otherwise be exempt from regular call outside of the nurse's regular call schedule. Hours worked from an on-call status on a holiday shall be compensated at the premium rate as specified in 9.4.6, and shall count toward the payment guarantee described in Paragraph 2 above if part of the nurse's regular schedule or required holiday rotation.
8. A nurse in an on-call position may be called in during his/her scheduled on-call hours to attend mandatory training with a minimum of 72 hours' notice.
9. If a nurse in an OR on-call position works 75% of his or her scheduled call hours on any shift, the nurse may contact the regular on-call staff to relieve the nurse.

10. The Medical Center may utilize a nurse in an OR on-call position for unanticipated surgeries, but may not utilize the nurse for scheduled cases on Monday through Friday, or on Saturday for scheduled cases to replace staff who have been placed on low census.

Appendix N

ENDOSCOPY UNIT – ON-CALL ONLY PER DIEM POSITIONS

The parties hereby agree as follows:

1. The Endoscopy Unit (“Unit”) is a mandatory call unit. As such, the Medical Center may post and fill “on-call only” per diem positions in the Unit, which may require a specific pattern of call assignment based upon unit guidelines. It may also post and fill per diem positions that will be treated the same as other existing per diem nurses with respect to call assignment in mandatory call units.
2. Nurses assigned to the Unit as their home unit may not be required to float to another unit while working in a call-back status.
3. Nurses employed in an on-call only per diem position in the Unit shall otherwise be subject to provisions of the Agreement applicable to per diem nurses, including the earned credit provisions of Section 3.7.1.
4. Any unit nurse who is scheduled for more than 48 hours on-call in a four-week scheduled cycle will receive double the mandatory call rate under Section 9.7.1 for all scheduled on-call hours in excess of said 48 hours. Paragraphs 2 and 5 of Appendix C to the parties’ Agreement shall also apply to nurses assigned to the unit as their home unit.
5. In the event that the Unit expands to the point where ten (10) more regularly scheduled nurses are assigned to the Unit as their home unit, such expansion shall automatically trigger a re-evaluation by the Medical Center and the Association of the ongoing need for on-call only per diem positions in the Unit.
6. In the event that the Medical Center contemplates the creation of on-call only per diem positions in newly-established nursing units outside of the Endoscopy Unit, the Medical Center shall notify the Association of its intention and provide the Association with an opportunity to bargain over these new positions prior to implementation. The Medical Center may not create “on call only” per diem positions in other existing nursing units, except as noted herein.
7. Any nurse holding an on-call only per diem position in the Endoscopy Unit may apply for any open per diem position (subject to voluntary call only) in the Unit. The Medical Center may post and fill replacement on-call only per diem positions as needed.

MEMORANDUM OF UNDERSTANDING

Implementation of Kronos

The parties acknowledge that PeaceHealth Oregon (PHOR) intends to implement an automated Kronos software system during the life of the parties' Agreement. PHOR is seeking to assure that the system has compatibility with each provision of the parties' Agreement. The parties agree that if, notwithstanding these efforts, any incompatibility with a specific provision of the Agreement is discovered at or after implementation of the Kronos system, the Medical Center will notify the Association in writing. Following such notification, the parties will mutually agree as to how to resolve the incompatibility within the capabilities of Kronos.

SACRED HEART MEDICAL CENTER OREGON NURSES ASSOCIATION

By:_____

By:_____

Date:_____

Date:_____

MEMORANDUM OF UNDERSTANDING

Task Force re Rest Periods

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

1. The Association and the Medical Center agree that nurses should regularly take and be allowed to take their rest periods as provided in Section 8.5 of the parties’ Agreement. The Association and the Medical Center also agree that rest periods are essential for nurses and their ability to deliver quality patient care. The parties further agree that staff nurses, charge nurses and managers should work collaboratively to assure that rest periods are taken.
2. The parties agree to establish a joint task force consisting of four (4) representatives of each party no later than October 1, 2012. Each party shall choose its own representatives. At least two (2) representatives of each party shall be individuals who are not current members of the Medical Center’s Staffing Committee. Bargaining unit representatives will be released to attend meetings of the task force on paid time, provided that they furnish reasonable notice to their supervisor of such meetings.
3. The task force will be assigned the tasks of determining the primary causes of nurses missing their rest breaks and of making recommendations to address this issue. It is contemplated that members of the task force will gather relevant data, will focus on units with the greatest need for improvement based on such data, and will investigate this matter with open minds and without preconceived notions.
4. The task force will ultimately prepare an informational report with recommendations to the Labor Management Committee as to how all concerned parties can effectively address this issue. The targeted date for completion of the work of the task force shall be April 1, 2013.

SACRED HEART MEDICAL CENTER OREGON NURSES ASSOCIATION

By: _____ By: _____

Date: _____ Date: _____