Professional Agreement

Between

Oregon Nurses Association

and

PeaceHealth Peace Harbor Medical Center

February 1, 2020
through
March 31, 2024
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THIS AGREEMENT is made and entered into by and between PeaceHealth Peace Harbor Medical Center (hereinafter referred to as “Employer”) and the Oregon Nurses Association (hereinafter referred to as “Association”).

ARTICLE 1 – RECOGNITION AND MEMBERSHIP

1.1 Bargaining Unit. The Employer recognizes the Association as the sole and exclusive bargaining agent for, and this Agreement shall cover, all employees employed by the Employer as registered nurses in the Employer’s Florence, Oregon medical center and in its Home Health and Hospice Department, excluding confidential employees, supervisors as defined in the National Labor Relations Act, and all other employees.

1.2 Association Membership.

1.2.1 Fair share. Bargaining unit members shall, as a condition of employment, on or after the 30th day following employment under this Agreement become and thereafter remain members in good standing of the Association or shall, instead of membership, make payment in-lieu-of dues to the Association. Payments in-lieu-of dues shall be less than or equal to the regular monthly Association dues as established by the Association.

1.2.2 Religious exemption. The Association recognizes the rights of employees based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member to refrain from membership in the Association or from making payment to the Association in the form of payments in-lieu-of dues. In such instances, the employee shall pay an amount of money equivalent to regular Association dues and initiation fees, if any, to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the representative of the Association. The employee shall furnish written proof to the Employer and the Association at least annually that this is being done.

1.2.3 Dues deduction. Upon written authorization, on the Association form provided by the Association to the Employer to be made available to nurses, members of the
Association and nurses making their payments in-lieu-of dues may have regular monthly dues or payments in-lieu-of dues deducted from their paychecks.

1.2.4 Remittance of dues. Deductions, when authorized, shall be made by the Employer and remitted monthly, together with an itemized statement to the Association.

1.2.5 Change of membership status. A nurse who desires to change his/her membership status must notify the Association of this decision in writing. Such requests must be mailed to Membership Coordinator, Oregon Nurses Association, 18765 SW Boones Ferry Road, Suite 200, Tualatin, OR 97062. If the nurse has elected payroll deduction, the Association will promptly mail a copy of the notification for status change to the Employer. Upon receipt, the Employer will adjust the amount to be deducted in accordance with the nurse’s changed membership status.

1.2.6 Failure to comply. The Employer will discharge a nurse who fails to become and remain an Association member, to make payments in-lieu-of dues, or to establish that he/she is a bona fide religious objector, including making the required payments to a non-religious charity. The Employer will discharge such nurse no later than seven (7) days after receiving written notice from the Association of the nurse’s delinquency and of the steps the Association has taken to cure the delinquency, so long as such discharge is lawful.

1.2.7 Indemnification. The Association agrees to indemnify and hold harmless the Employer and its agents for any loss or damage arising from the performance of these services.
ARTICLE 2 – ASSOCIATION REPRESENTATION

2.1 **Access to Premises.** Without interrupting normal Employer work and patient care routine, duly authorized representatives of the Association shall be permitted at reasonable times to enter the facility operated by the Employer for the purposes of transacting Association business and observing conditions under which nurses are employed, provided that the representative first advises the Human Resource Director or designee via email or designee of his/her presence. The Association may hold bargaining unit meetings in the hospital in connection with its collective bargaining responsibilities, in a location reasonably designated by the Employer, by scheduling such meetings with the Human Resource Director or designee and provided the nurses attending are not on duty time.

2.2 **Names of Representatives.** The Association agrees to keep the Employer informed in writing of the names of its authorized representatives.

2.3 **Bulletin Boards.** The Employer shall provide space for posting Association notices on a bulletin board in the surgery and home health nursing units. Additionally, the Employer agrees to provide bulletin board space of at least 2’ x 3’ at a mutually agreed upon location for exclusive Association use. The notices posted shall not be harmful to a harmonious relationship and shall bear the signature of the authorized Association representative. Any notice posted outside these guidelines may be removed by the Employer.

2.4 **Roster.** The Employer shall provide to the Association, on an annual basis, a list of all bargaining unit nurses, with their name, mailing address, email address, telephone number (unless unlisted), nurse’s Oregon license number, unit and shift, job classification, date of hire, and seniority date. The Employer shall provide to the Association an updated list containing all such information on at least a monthly basis.

2.5 **Orientation of Newly Hired Nurses.** During the unit orientation of newly hired nurses, the Employer 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, but will be on the Association representative’s own time. The Employer will cooperate in releasing
an Association representative, if a 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 Employer. The Employer may choose to have an Employer representative attend such meeting as long as this does not cause undue delay in conducting the orientation.

2.6 **Time Off for Negotiations.** The parties will make every effort to schedule bargaining sessions as far in advance as possible to minimize disruptions to work schedules. The Employer shall make a good faith effort to grant requested time off for all Association local bargaining team members to attend contract negotiations sessions. The nurse must give reasonable advance notice to the Employer of any such requested time off. Nurses may elect, but shall not be required, to use PTO for such time off.

2.7 **Association’s Non-Waiver of Rights.** The Association’s failure to exercise any right, prerogative or function it may have, including but not limited to the processing of a grievance, an unfair labor practice complaint, or other assertion in a particular way, shall not be considered a waiver of the Association’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.

2.8 **Policies and Procedures.**Human resources and nursing policies and procedures shall be readily available to Association representatives and bargaining unit nurses. The Employer will notify the Association of any policy changes that materially affect terms or conditions of employment of bargaining unit members.

**ARTICLE 3 – DEFINITIONS**

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

3.2 **Full-Time Nurse.** A nurse regularly scheduled for forty-three-six (4036) hours or more per week.
3.3 **Part-Time Nurse.** A nurse regularly scheduled for less than forty (40) thirty-six (36) but at least twenty (20) hours per week.

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

3.4.1 **Relief Per Diem Nurse.** A nurse hired to provide coverage on an intermittent basis. Relief Per Diem nurses must be available to work a minimum average of four (4) scheduled shifts, including one (1) scheduled weekend shift, per month, except that each relief per diem nurse shall be allowed an annual six (6) four-week period of non-availability every six (6) months, using a rolling lookback. This minimum availability is not required for any nurse who has been continuously employed at least five (5) consecutive years in a regularly scheduled position.

3.4.2 **Per Diem No Differential.** A nurse hired to provide coverage on an intermittent basis. A Per Diem No Differential RN must be available to work the minimum number of shifts determined by the department leadership and nurses to remain competent in the department. The availability for this position will not be equal to or higher than the Per Diem requirements in Article 3.4. Each A Per Diem No Differential nurse shall be allowed a four-week period of non-availability every six (6) months, using a rolling lookback. However, a manager may agree to allow the per diem no differential nurse to have a longer period of non-availability while still retaining their position. A Per Diem No Differential RN is not eligible for compensation the per diem differential defined in article 9.11 however all other differentials would apply for which they are qualified.
3.4.3 **Per Diem No Differential Posting at Nurse’s Request.** At the request of a nurse, who is currently in a benefit eligible position and has twenty (20) ten (10) years of services, ten (10) of those years fifteen (15) years of service as a registered nurse at the Medical Center, a per diem no differential position shall be posted on their unit and shift with the stated requirements. No more than one (1) shall be posted per department within a fiscal year, unless the Medical Center agrees to permit an additional request made by a nurse. If more than one nurse applies for the position it shall be awarded on the basis of seniority.

3.4.4 **Non-availability.** Per Diem nurses requesting a period of unavailability greater than required for their designation may request a personal leave of absence in accordance with article 11.1.

3.5 **Charge Nurse.** Nurses whose responsibilities routinely include the direction and/or scheduling of registered nurses shall be deemed charge nurses. Nurses whose positions routinely include assigned responsibilities of a charge nurse shall be paid a charge nurse differential for all compensated hours.

3.6 **Relief Charge Nurse.** Nurses who are assigned duties routinely performed by charge nurses, or who are assigned duties routinely performed by managers or supervisors, shall be deemed to be performing the duties of a relief charge nurse. The selection of nurses to perform relief charge nurse assignments shall be in the sole discretion of management. Such assignment shall require the consent of the nurse, unless there is no other qualified available nurse.

3.7 **Probationary Nurse.** A newly hired nurse shall be on probationary status during the first 120 days from date of hire. The probationary period of a nurse may be extended by mutual agreement between the Employer, the Association and the nurse for up to three (3) additional months. It is the Employer’s objective and desire that every newly hired nurse continue his/her employment beyond the probationary period. Nurses shall regularly receive feedback on their performance during the probationary period.
3.8 Preceptor Nurse. A Preceptor Nurse is defined as a nurse assigned by the Employer to mentor newly graduated nurses or a reentry nurse during the mentee’s preceptorship. Nurses shall also be deemed to be in a preceptor role when assigned by the Employer to mentor a student nurse, unless the nurse is receiving compensation for such activity from a third party. The selection of bargaining unit nurses and other individuals to perform the preceptor role shall be in the sole discretion of management. A preceptor shall have a reduced patient assignment consistent with the performance of additional duties in the role of preceptor.

ARTICLE 4 – EQUAL OPPORTUNITY

4.1 Non-discrimination. The Employer and the Association agree not to discriminate against any nurse on the basis of race, color, age, religion, sex, disability or national origin, in accordance with applicable law. The Employer and the Association further agree that the Employer shall be permitted to take any and all actions necessary to comply with all laws requiring the reasonable accommodation of employees with legally protected conditions, including the Americans with Disabilities Act, and to avoid liability under said laws. If such actions necessitate a violation of any provision of this Agreement, then the parties shall bargain with regard to the effect of such action on bargaining unit employees.

4.2 Association Membership and Activities. The Employer and the Association agree not to discriminate against any nurse on the basis of membership or non-membership in the Association, or on the basis of any lawful activity on behalf of or opposed to the Association, provided such activities do not interfere with normal Employer routine or the duties of the nurse or with the duties of other persons working in the medical center.

ARTICLE 5 – MANAGEMENT RIGHTS

5.1 Management Rights. The Employer retains all the customary, usual and exclusive rights, decision making prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the Employer or any part of it. The
rights of employees in the bargaining unit and the Association are limited to those specifically set forth in this Agreement; and the Employer retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement. 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. Any such management prerogative, function or right shall not require a nurse to violate the nurse’s licensure requirements under the Nurse Practice Act or to expose a patient or employee to unsafe treatment or working conditions.

5.2 Employer’s Non-Waiver of Rights. The Employer’s failure to exercise any right, prerogative or function hereby reserved to it, or the Employer’s exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Employer’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 Employer’s rules, regulations and personnel policies.

ARTICLE 6 – EMPLOYMENT STATUS

6.1 Disciplinary Action. No non-probationary nurse shall be discharged or otherwise disciplined without just cause. Probationary nurses may be discharged or otherwise disciplined for reasons deemed sufficient in the sole discretion of the Employer, and such discharge or discipline shall not be subject to the Grievance Procedure. A probationary nurse shall have the right to grieve non-disciplinary actions.

6.2 Disciplinary Notice. The Employer shall advise a nurse in advance if it reasonably believes that a meeting may result in disciplinary action. The nurse will be provided
an opportunity to have an Association representative present at the meeting. In the event that an Association representative is not available, a nurse witness will be allowed to be present.

6.3 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.

6.43 Reports to OSBN. The Medical Center shall notify the Association and the impacted nurse if it reasonably believes it will or may need to report a bargaining unit nurse to the Oregon State Board of Nursing.

6.53 Personnel-Employment Files/Confidentiality. Nurses shall have the opportunity to inspect and copy their personnel and management files. When any record is added to or deleted from a nurse’s personnel file, the nurse will be notified within a reasonable time and be given an opportunity to add a written rebuttal to the file. Except as required by law, all personnel matters shall be confidential between the nurse, the nurse’s representative, and Employer management. Upon request from the nurse, written disciplinary notices (i.e., formal corrective actions) for conduct other than (1) dishonesty, (2) conduct threatening or endangering patient or employee safety, (3) harassment or assault/violence against another person, (4) unlawful breach of confidentiality, or (5) violation of the Employer’s Substance-Free Workplace Policy, will be expunged from the nurse’s personnel management file after 24 months, at the nurse’s request, if there have been no further disciplinary occurrences of any kind during that period. Corrective actions issued in excess of 24 months shall not be used for the basis of future discipline, except for the items outlined above.
6.64 Substance-Free Workplace Policy. The Employer shall continue to maintain, administer and enforce a Substance-Free Workplace Policy, as that policy may be amended from time to time.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.1 Definitions.

a. Grievance. A grievance is defined to be an alleged violation of this Agreement.

b. Grievant. “Grievant” as used herein shall be defined as one or more nurses. A nurse may be represented at any grievance meeting by any representative of the Association.

c. Days. Reference to days in this Article shall be defined by calendar days; include all days except Saturdays, Sundays, and holidays listed in this Agreement.

7.2 Informal Settlement. When such alleged violations arise, an attempt shall be made by the grievant and his or her immediate supervisor to settle them informally. An alleged violation that cannot be resolved informally may be processed as a grievance in accordance with the formal procedure below.

7.3 Grievance Steps. Each grievance will be processed in the following manner:

Step 1 Within fifteen (15)-twenty-one (21) days after the occurrence of the cause of the complaint or after the date when the grievant should have reasonably become aware of such occurrence, the grievant involved will reduce his or her grievance to writing, stating his or her understanding of the reasons therefor, the provision violated, the date of occurrence, and the relief requested, and will present it to his or her immediate supervisor. Within fourteen (14) days after the grievance is submitted to the immediate supervisor, or the grievance meeting is held, the supervisor will respond with a decision in writing to the grievant and the Association. A grievance
meeting shall be held if either party requests it. If such a meeting occurs, the supervisor may require that the grievant attend. The grievant may be represented at this meeting by any representative of the Association.

**Step 2**

If the grievant is not satisfied with the decision concerning his/her grievance made by the immediate supervisor, he/she may, within ten (10) days of receipt of such decision, submit the grievance to the Nursing Director. Within ten (10) to fourteen (14) days following such submission, the Director or designee shall render his/her decision in writing to the grievant and the Association. A grievance meeting shall be held if either party requests it.

**Step 3**

If the grievant is not satisfied with the decision concerning his/her grievance made by the Director, he/she may, within ten (10) days of his/her receipt of such decision, submit the grievance to the Chief Administrative Officer (CAO). Within ten (10) to fourteen (14) days following such submission, the CAO shall render his/her decision in writing to the grievant and the Association. A grievance meeting shall be held if either party requests it.

**Step 4**

If the grievant or the Association is not satisfied with the decision on the grievance by the CAO, the Association may request within twenty-one (21) days from receipt of the CAO’s decision that the grievance be brought to arbitration. Alternatively, by mutual agreement, within twenty-one (21) calendar days after receipt of the Step 3 reply the parties shall request the services of a mediator by submitting the dispute to the Federal Mediation and Conciliation Service. If the parties do not resolve the dispute in mediation, the parties may proceed to the arbitration procedure in article 7.5 within twenty-one (21) days of the conclusion of mediation. The Association shall request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service, and the parties shall alternately strike one name from the list until only one name remains. The order of striking
shall be determined by lot. The one name remaining shall be the arbitrator. The striking process shall be completed within five (5) days of receipt of the list of arbitrators.

7.4 Association Grievance. A grievance, as defined in Section 7.1, relating to occurrences actually involving at least three (3) nurses or arising under the Association Business 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 twenty-one (21) days from the date of occurrence. Such grievance shall describe the problem and the contract provisions thought to be violated.

7.5 Arbitration Hearing. The hearing under this procedure shall be kept informal and private, and shall include only such parties in interest and/or designated representatives. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the disputed article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement. The decision of the arbitrator within these stated limits shall be final and binding on all parties.

7.6 Arbitration Costs. Expenses for the arbitrator’s services and the proceedings shall be borne equally by the parties. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representative and witnesses. If either party desires a record of the proceedings, it shall bear the cost of such record.

7.7 Untimely Grievances. A grievance will be deemed untimely if the time limits set forth above for presentation of a grievance to Step 1 are not met, unless the parties agree in writing to extend such time limits. As a result of such untimeliness, the grievance shall be considered void and barred from further processing.

7.8 Timeliness of Grievance Advancements and Responses. 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. The scheduling of a mutually agreeable meeting date shall serve as such an extension. Such
extension shall be documented in writing if requested by either party. The parties shall make a good faith effort to meet and/or respond at each step of the grievance process. If, however, a grievance advancement is untimely, the Employer shall have the option of declaring in writing that the grievance is automatically advanced to the next step in the grievance process, or of notifying the grievant and the Association in writing of such untimeliness. In the event the grievance is still not advanced to the next step within five (5) days of such notification, the grievance shall be considered settled on the basis of the last response to the grievance. If the Employer fails to meet or answer any grievance within the applicable time limits, such grievance shall automatically advance to the next step.

7.9 Release Time. The grievant and the grievant’s Association Nurse Representative shall be granted release time without loss in pay or benefits to participate in grievance or investigatory meetings under Section 7.3. It is understood that this does not require payment to nurses unless the grievance meeting is during the nurse’s working time. Release time without loss in pay or benefits is expressly prohibited from use in investigating or preparing for grievance meetings.

ARTICLE 8 – HOURS OF WORK

8.1 Work Schedules. Nurses’ regular hours of work shall be posted at least thirty (30) days in advance of their effective date. Once posted, the scheduled hours of a nurse may be changed only in the event of an emergency, reduction in force, low census, termination of employment, or by mutual agreement of the affected nurse(s) and the Employer. Nothing in this section or any part of this Agreement shall be construed as a guarantee of hours of work.

8.2 Meal and Rest Periods. In accordance with OAR 839-020-0050, Nurses will receive Meal and Break periods as defined in the regulations. A Nurse will receive one unpaid meal period of 30 minutes if their shift is at least six hours but less than 14 hours. A nurse will receive two unpaid meal periods of 30 minutes if their shift is at least 14 hours but less than 18 hours and 1 minute. A nurse will receive...
hours to be worked within eight and one-half (8 ½) hours, including a one-half (1/2) hour unpaid, duty free meal period, and one fifteen (15) minute paid rest period during each four (4) hour period of work. The Medical Center must maintain each unit’s staffing plan at all times throughout the shift including during meal and rest break coverage. If a nurse is not able to take a 30-minute meal period, the nurse will be paid for such 30 minutes. **Missed break or meal periods due to patient care requirements or accurate reporting of missed meal or rest periods shall not constitute a basis for disciplinary action.**

**8.2.1** At the request of a nurse, a rest period may be allowed in conjunction with the meal period or combined with another rest period and taken separately from the meal period. Every reasonable effort will be made by managers or designee to accommodate such requests.

**8.2.2** If a nurse is unable to take a 30-minute meal period or rest period(s) they shall notify their manager or designee and they shall attempt to provide the manager or designee with enough advance notice so they may attempt to arrange for the nurse to receive their required meal and/or break(s). If a nurse is not able to take a 30-minute meal period, the nurse will be paid for such 30 minutes.

**8.2.3** Missed break or meal periods due to patient care requirements or accurate reporting of missed meal or rest periods shall not constitute a basis for disciplinary action. Discussion between the manager and a nurse regarding missed meals or breaks, or the accurate reporting of missed meals or breaks, shall be conducted in private.

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

8.4 **Variable Shifts.** There shall be no more than six (6) full-time and part-time positions consisting of more than one shift at any one time in the bargaining unit. Other nurses may also be scheduled to work variable shifts with their consent.

8.5 **Alternate Length Shift Lengths.** Shifts may consist of 8-hour, 9-hour, 10-hour, or 12-hour shift lengths. The employer and a nurse may mutually agree, in writing, to a shift length that is not considered to be the standard shift length on a unit. Alternate length shifts may be established by written mutual consent between the Employer and the individual nurse. In the event that the Employer contemplates movement to 9-hour, 10-hour or 12-hour a new shift length shifts for several positions within a department or unit, mutual agreement with the individual nurse shall not be required; absent such mutual agreement, however, the Employer shall notify and meet with the Association, upon request, to bargain regarding such contemplated action. Notice shall be provided in writing at least sixty (60) days prior to implementation in accordance with article 14.3. The notice shall specify the number of positions affected and how they will be affected. The Employer shall consider any alternatives the Association may present during bargaining.

a. Discontinuance of an alternate length newly established shift length shall be by mutual consent only, except that if a nurse scheduled in a complementary manner to one or more nurses vacates his or her schedule and the schedule is not readily
filled, discontinuance of the complementary scheduled shifts may be initiated by the Employer at least twenty (20) days in advance of the posting of the next work schedule. Moreover, in the event the Employer contemplates discontinuance of several alternate length shifts or the remainder of such shifts within a department or unit, the Employer shall notify and meet with the Association, upon request, to bargain regarding such contemplated action. Notice shall be provided in writing at least sixty (60) days prior to implementation in accordance with article 14.3. The notice shall specify the number of positions affected and how they will be affected. The Employer shall consider any alternatives the Association may present during bargaining.

b. The Employer shall also have the right to establish new positions of ten (10) or twelve (12) hours.

c. A nurse shall not be scheduled for 12-hour shifts on more than three (3) consecutive days in a row without the nurse’s consent. A regular work week of forty (40) hours shall apply to any such position; pursuant to the provisions of Section 9.15.1, overtime shall not be payable until the conclusion of the nurse’s regularly scheduled shift.

8.6 Schedule Trades. Trades in schedules mutually agreed to by nurses will be subject to prior authorization by the Employer. The bases upon which the Employer, in its discretion, may withhold authorization are (1) lack of qualifications or orientation of the substituting nurse, or (2) the trade would result in a premium pay obligation which would not otherwise have existed, and such premium pay is not waived by the nurse. Waiver of overtime which would violate state or federal law will not be an acceptable waiver under the preceding sentence.

8.7 On-Call Practices. The Employer shall have the right to implement permanent changes to current on-call scheduling policies and established practices only after having notified and bargained with the Association over such proposed changes. A nurse who is not scheduled to work from 0700 on Monday through 0700 on Saturday will not be scheduled to be on-call during the following weekend without the nurse’s consent.
8.8 **Repeated or Lengthy Call-Ins.** If a nurse experiences repeated or lengthy call-ins during an on-call shift immediately preceding a scheduled shift, and the nurse requests the scheduled shift off or reduced hours for that shift, then the Employer shall use its best efforts to accommodate the nurse’s request. The nurse shall make such request to the appropriate supervisor at his/her earliest opportunity. The nurse shall not be required to use PTO for the scheduled hours not worked.

8.9 **Providing Safe and Skilled Patient Care.** It is the responsibility of nurses not to make employment commitments as health care professionals outside the medical center that interfere with their ability to provide safe and skilled patient care while at work in the medical center. If the Employer believes a nurse has made such a commitment, it may raise the matter with the nurse, and the nurse and Employer shall then attempt to reach a mutually acceptable resolution to the situation.

It is the responsibility of the Employer not to schedule or work nurses in any way that interferes with their ability to provide safe and skilled patient care while at work at the Employer. If a nurse believes she/he has been scheduled or worked in such a way or if a nurse believes that another nurse has been scheduled or worked in this way, she/he may raise the matter with the Employer and the Employer shall then meet with the affected nurses and attempt to reach a mutually acceptable resolution to the situation.

8.10 **Floating Assignments.** Nurses shall receive float assignments consistent with their skills, competencies, and the patient population to which they are oriented. If a nurse determines in his/her professional judgement that he/she is not unit competent for the float assignment, the nurse may indicate the reasons why, at the time of the assignment, to the designated individual in charge of the unit to which the nurse has been assigned to float, in an attempt to mutually agree on an accommodation. Floating assignments shall be made in the following order:

1. Volunteers
2. Agency, traveler, and temporary nurses
3. Float Pool or Assignment
4. Equitable system of rotation among the remaining nurses on the unit.
8.10.1 **Equitable System of Rotation.** 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 in writing and available for review on each nursing unit. A system for tracking floating data will be developed and maintained on each unit so that all nurses shall have the ability to view such data. At a minimum, nurses assigned to float will receive or will have previously received basic information needed to work on the unit, including unit layout, location of supplies, and essential unit protocols prior to receiving a patient assignment.

8.10.2 **Preceptors.** A nurse who is assigned primary preceptor duties shall not be subject to the float rotation for the shift in which they are precepting.

8.10.3 **Obstetric Nurses.** Obstetric Nurses floated to other units shall not be assigned a primary patient assignment. However, they may be asked to float and provide supplemental assistance. Such supplemental assistance shall be limited to duties from which the Obstetric nurse can be immediately released from in order to care for an obstetric patient.

**ARTICLE 9 – COMPENSATION**

9.1 **Wages.** The pay rates shall be as set forth in Appendix A, which shall be attached hereto and by this reference incorporated into and made part of this Agreement.

9.2 **Pay Steps.** The column headings in Appendix A denote the various steps in the pay range. The step placement of newly hired nurses shall be determined by the Employer consistent with the provisions of Section 9.3 below. Thereafter, advancement to the next step shall be made following the completion of years of service as specified in Appendix A.

9.3 **Credit for Prior Experience.** Nurses shall receive credit for years of relevant experience and shall be placed on the applicable pay step as determined by the employer. A nurse that disagrees with their step placement may request a review by Human Resources within
thirty (30) days of their hire with PeaceHealth. 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 years out of last four (4) years — Step 2
- 4 to 5 years out of last six (6) years — Step 3
- 6 to 7 years out of last eight (8) years — Step 4
- 8 or more years out of last ten (10) years — Step 5

9.4 Charge Nurse Differential. A nurse in the classification of charge nurse shall receive a differential of $3.60.20 for all compensated hours. A relief charge nurse shall receive a differential of $2.625.25 for all hours worked in that capacity. Effective the first full pay period following July 1, 2023, the charge nurse differential shall increase to $3.75 per hour and relief charge nurse to $2.80 per hour.

9.5 Shift Differential. A nurse who works three (3) or more hours than half her/his shift between 1500 and 2300 hours shall receive a shift differential of $2.8050 per hour for the hours worked during the aforementioned time period. Effective first full pay period following July 1, 2023 the evening differential shall increase to $3.00. A nurse who works three (3) or more than half her/his shift between 2300 and 0730 hours shall receive a shift differential of $6.707.15, $5.70 per hour for the hours worked during the aforementioned time period. Effective the first full pay period following July 1, 2023, the night differential shall increase to $7.50. Nurses who are given a patient care assignment on a shift adjoining their regularly scheduled shift shall receive the applicable differential for that shift or the differential received on their regularly scheduled shift, whichever is greater, for all hours worked on such shift. If a nurse is entitled to receive overtime or premium pay under this Agreement, and if the nurse is also entitled to receive shift differential under this paragraph, then the shift differential shall be included in the amount that is subject to the overtime or premium rate.
9.6 Call Pay. On-call compensation of $4.00 per hour, and $4.25 per hour on holidays, shall be paid when the Employer requires a nurse who is not on duty to remain available to report for work on short notice. A nurse placed on-call shall continue to receive said compensation for the remainder of her/his normal on call shift duration. On-call compensation shall cease, however, in the event the nurse is called in to work.

9.6.1 On-Call for Surgical Services. In lieu of the amount in Article 9.6 regular and per diem nurses in surgical services, who are on-call for more than eight sixty-four (684) hours in a four (4) week scheduled cycle will receive double the call rate $10.00 per hour for all on-call hours in excess of said eighty-sixty-four (684) hours.

9.6.2 On-Call for Home Health and Hospice. In lieu of the amount in Article 9.6, Home Health and Hospice nurses who are on-call are on-call for more than sixty-four (64) hours in a four (4) week scheduled cycle will receive $10.00 per hour for all on-call hours in excess of said sixty-four (64) hours scheduled for more than sixty-four (64) hours on call in a scheduled five (5) week cycle will receive double the call rate for all on-call hours in excess of said sixty-four (64) hours. This provision shall not apply to nurses who volunteer for additional on-call time.

9.7 Telephone Consultation by Home Health Nurses. Telephone consultation by home health nurses, including documentation of telephone contact, that is necessary for supervision and guidance of personnel on duty, telephone conferences, and/or patient evaluation or advice that is in excess of fifteen (15) cumulative minutes while the nurse is on-call, shall be considered hours worked and shall be compensated at the applicable rate of pay. Nurses are responsible for duly and accurately recording all such working time. If the nurse makes a home call while on contact duty, Section Article 9.15.4 will apply.

9.8 Mileage Reimbursement. Nurses required to use their automobiles while on duty (other than for mileage equivalent to travel from home to the customary workplace and return) shall be paid mileage reimbursement equivalent to the existing allowable IRS rate per reimbursable mile for private car mileage incurred on behalf of the Employer.
9.9 **Weekend Differential.** For weekend work, including call-in from an on-call status, nurses shall be paid a weekend differential of $1.75 per hour worked. The differential shall be additional to, and not included within, any premium pay. The weekend differential shall apply to shifts commencing on Saturday and Sunday for the day and evening shifts, and to shifts commencing on Friday and Saturday for the night shift.

9.10 **Certification Pay.** A nurse who obtains and maintains a nationally recognized nursing certification shall receive a differential of $1.75 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 agreement between the PNCC and the nursing executive or designee and shall be updated on an annual basis.

9.10.1 **Eligibility.** To be eligible for the commencement of certification pay under this provision, the nurse must submit the document from the accrediting body, or testing facility, which indicates 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 that provides verification of the certification, the certification number, and the certifications beginning and expiration date.

9.11 **Relief Per Diem Nurse Differential.** A relief per diem nurse shall be paid a differential of 15% of the nurse’s hourly wage in lieu of benefits. Under this Agreement, relief per diem nurses are not entitled to benefits under Article 10, Article 15.1 or Article 9.15.3.

9.12 **Preceptor Pay.** Nurses assigned by the Employer to perform the role of preceptor, as defined in Section 3.8, shall receive a differential of $2.00 per hour for each hour that the nurse is assigned to perform the duties of a preceptor.

9.13 **Payment Above Contract Amounts.** The Association acknowledges that the Employer has the right to compensate nurses in excess of the terms and amounts set forth in this Agreement in response to needs for limited periods of time. Such excess compensation for
an individual nurse shall not occur for more than one (1) posted work period at a time and shall not exceed three (3) posted work periods without the Association’s consent.

9.14 Overtime. If a nurse works in excess of forty (40) hours in a work week, he/she shall receive overtime compensation for all such hours worked. A nurse and the Employer may mutually agree on an alternate work week constituting eighty (80) hours in a fourteen (14) day period, in which case overtime would be payable for hours worked in excess of eight (8) hours in a twenty-four (24) hour period or eighty (80) hours in the agreed upon fourteen (14) day period. Overtime compensation shall be at the rate of one and one-half (1½) times the nurse’s regular rate computed to the nearest fifteen (15) minutes. A nurse must receive prior approval before working overtime.

9.14.1 Notification of overtime. A nurse will notify his or her manager in the event that the nurse’s hours worked or scheduled to be worked in another department of the Employer or another PeaceHealth facility will result in the payment of overtime or premium pay.

9.15 Premium Pay at Time and One-Half. To the extent hours are compensated for at the overtime rate pursuant to Section 9.14 or at a premium rate under this section (other than holiday pay specified under Section 9.15.5), they shall not again be counted as hours worked under the same or any other provision of this Agreement. Except where double time is expressly provided for under this Agreement, overtime and premium pay calculations shall never result in pay at a rate greater than one and one-half (1½) times the regular rate of pay for the same hours worked or paid for under any of the terms of this Agreement. Premium pay shall be payable at the rate of 1½ times the regular rate of pay in the following circumstances:

9.15.1 Work in excess of regularly scheduled Excess of shift. Hours worked in excess of the nurse’s regularly scheduled shift of at least eight (8) hours within a twenty-four (24) hour period following the beginning of the shift.

9.15.2 Consecutive weekends. All hours worked on a regularly scheduled nurse’s second (not regularly scheduled) consecutive weekend of work. The third consecutive
weekend worked, if applicable, shall be paid at the regular rate of pay. A relief-per
diem nurse who is working at least 20 hours per week during a sustained time period
shall receive such premium pay on the nurse’s third consecutive weekend of work
(and each third consecutive weekend of work thereafter). Nurses may agree in
writing to waive consecutive weekend premium pay.

a. A weekend is defined as Saturday and Sunday for the first and second shifts. For
the third shift, a weekend is defined as Friday and Saturday or Saturday and Sunday,
as designated by the Medical Center upon a nurse’s employment or subsequently
upon a nurse’s change of unit, shift, hours, or position title.

9.15.3 Unscheduled shifts. All regular hours worked in excess of 32 hours in a workweek
by regularly scheduled nurses as a result of volunteering for remaining unscheduled
shifts after the schedule has been posted. For nurses who are regularly scheduled
to work 30 hours per week, this threshold shall be 30 hours. The foregoing
thresholds shall include low census hours. When the shift is designated by the
Employer as eligible for Unscheduled Shift pay regularly scheduled nurses who
are specifically requested by the Employer to work shall also be entitled to this pay.
The Employer shall notify the nurse if the shift has been designated as an
Unscheduled Shift at the time of the request. Regularly scheduled nurses who
are specifically requested by the Employer to work in excess of their regularly
scheduled hours shall also be entitled to this pay.

Regularly scheduled and relief-per diem nurse volunteers sign-up is limited to three
(3) shifts (24 hours) during the initial seven (7) calendar days following the
posting of the work schedule. Nurses shall have unlimited sign-up following this
first week.

9.15.4 Call-in. Hours worked by a nurse who is on call and required by the Employer to
report to work. Call-in compensation shall be for a minimum of two (2) hours.

9.15.5 Holidays. Hours worked on any of the following holidays:
New Year’s Day  Thanksgiving Day
Memorial Day (Last Monday in May)  Christmas Eve Day
Independence Day  Christmas Day
Labor Day

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.

9.16 **Premium Pay at Double Time.** Notwithstanding any other provision of this Agreement, a nurse shall be compensated at the rate of two (2) times the nurse’s regular rate of pay in the following circumstances:

9.16.1 **Four hours beyond scheduled shift.** All hours worked in excess of twelve (12) consecutive hours for eight-hour posted shifts, in excess of fourteen (14) consecutive hours for ten-hour posted shifts, or in excess of sixteen (16) consecutive hours for twelve-hour posted shifts; or all hours worked in excess of the aforementioned number of hours on a non-consecutive basis, within a 24-hour period, following the commencement of such shift. When the excess work occurs before the nurse’s regularly scheduled hours, the double time rate will be applied to the non-regularly scheduled hours.

9.16.2 **Call-in on holiday.** Hours worked by a nurse who is on call and required by the Employer to report to work on any of the holidays listed in Section 9.15.5.

9.17 **Report Pay.** If the Employer is unable to utilize a nurse who reports for an assigned shift, he/she shall be paid three (3) hours at the straight time hourly rate of pay plus applicable shift differential. Nurses may elect to waive entitlement to this 3-hour guarantee. This guarantee shall not apply if (a) the reasons giving rise to non-utilization of the nurse are beyond the control of the Employer, such as utility failure or like occurrences, or (b) the Employer makes a reasonable effort to notify the nurse by telephone at least two (2) hours before the nurse’s scheduled shift that he/she shall not report.

9.18 **Advanced Education Pay.** Nurses holding a baccalaureate degree in nursing (BSN) will be compensated three-four percent (33 1/3%) above the applicable Appendix A rate. Nurses
with a master’s degree in nursing (MSN) will be compensated \textit{four-five} percent (54\%) above the applicable Appendix A rate.

9.18.1  To be eligible for the commencement of Advanced Education Pay under 9.18, the nurse must submit the document in the form of a copy of their transcripts, which indicate the degree awarded, or a copy of their diploma from the accrediting program to the Human Resources Service Center. All new hires shall be informed of this requirement in writing including the specific documentation required and where to submit the documentation. Pay will commence the first full pay period following the receipt of the documentation.

9.19  \textbf{Care of Sexual Assault Victim}. A nurse who is trained and/or certified in the care of a sexual assault patient shall receive $150 stipend per shift when they perform such an exam.

Nurses that receive national certification pay for SANE pursuant to 9.10 shall not be eligible for this stipend. A nurse not already on shift who is called in to perform such an exam shall be paid the straight time rate in addition to the $150 stipend.

\textbf{ARTICLE 10 – PAID TIME OFF (PTO)}

10.1  \textbf{General}. 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. All nurses at .5 FTE and above are eligible to accrue PTO. In addition, per Oregon Paid Sick Leave Law, all nurses are eligible for paid sick leave.

10.2  \textbf{Accrual}. PTO is accrued on the basis of hours compensated at the nurse’s Appendix A hourly rate or greater (excluding compensation resulting from cashout of PTO), and for hours for which the nurse was scheduled to work at such compensation levels but did not work because the nurse was on low census time, all of which are referred to as accrual base hours, at the accrual rates set forth below.
10.3 **Accrual Rates.** An eligible nurse shall accrue PTO as follows:

<table>
<thead>
<tr>
<th>Months of Continuous Employment</th>
<th>Accrual Per Accrual Base Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>1\textsuperscript{st} through 48\textsuperscript{th}</td>
<td>.10769 hours (approximately 28 PTO days [224 hours] per year for a full-time nurse).</td>
</tr>
<tr>
<td>49\textsuperscript{th} through 108\textsuperscript{th}</td>
<td>.12692 hours (approximately 33 PTO days [264 hours] per year for a full-time nurse).</td>
</tr>
<tr>
<td>109\textsuperscript{th} through 168\textsuperscript{th}</td>
<td>.14231 hours (approximately 37 PTO days [296 hours] per year for a full-time nurse).</td>
</tr>
<tr>
<td>169\textsuperscript{th} through 228\textsuperscript{th}</td>
<td>.15000 hours (approximately 39 PTO days [312 hours] per year for a full-time nurse).</td>
</tr>
<tr>
<td>229\textsuperscript{th} or more</td>
<td>.15385 hours (approximately 40 PTO days [320 hours] per year for a full-time nurse).</td>
</tr>
</tbody>
</table>

Nurses who were at the highest level of PTO accrual (229\textsuperscript{th} month or more) as of June 30, 2011, shall be grandfathered at the accrual rate of .1577 hours per accrual base hour (41 PTO days per year for a full-time nurse).

10.4 **Use of PTO.** PTO may be used as soon as it is earned, in accordance with the provisions of this section, except that time off for vacation purposes may not be taken until successful completion of the probationary period.

a. PTO scheduling is the final responsibility of the Employer. The Employer will grant requested PTO unless such time off would cause staffing problems. Once scheduled, the Employer will not change the scheduled PTO except by mutual agreement of the affected nurse(s) and the Employer.

b. Requests for PTO shall be made within 6 months prior to the desired date(s) requested, no earlier than the first (1\textsuperscript{st}) of the month that is six (6) months prior to the month during which the PTO is to be taken. Such requests shall be made no later than the tenth (10th) of the month prior to the month during which the PTO is
to be taken (e.g. February 10th would be the deadline for March requests). The nurse must submit a PTO request electronically to his or her manager or designee, who will respond to the request within fifteen (15) days of receipt.

c. In the event of conflict between requests for the same PTO dates, requests made in accordance with b above will be given preference, in order of receipt, by work week, by the Employer. If conflicting requests are received within the same work week, preference will be based on seniority, except that a nurse who obtained requested PTO based on seniority preference within the preceding 24 months may not use seniority preference. If the nurses involved in the conflict are all ineligible for seniority preference, preference will be decided by lot.

d. PTO may also be used for low census time during shifts for which nurses are regularly scheduled to meet their FTE requirement.

e. PTO use shall not be required in the event the nurse finds his/her own qualified part-time or full-time replacement, provided that (1) the substitution is approved by the Employer in advance based upon qualification, orientation and staffing needs, (2) the substitution does not result in an overtime or premium pay obligation which would not otherwise have existed, and (3) a nurse regularly scheduled for 32 or more hours per week has not already been granted time off without pay pursuant to this clause for six (6) days during the calendar year, and a nurse regularly scheduled for less than 32 hours per week has not already been granted time off without pay pursuant to this clause for three (3) days during the calendar year.

If a nurse after diligent inquiry is unable to find a qualified part-time or full-time replacement, the nurse shall be allowed to seek a qualified relief-per diem replacement, provided that the nurse shall then present any such replacement to management for its necessary approval. PTO shall be required in the event management approves replacement of the nurse with relief-per diem personnel.

f. Except where stated otherwise in this Agreement or an exception is approved by the nurse’s manager, a nurse is required to use PTO for requested time off.
10.5 Minimum Expected Use. 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.

10.56 Limitations and Time Off Without Pay. 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. When requests for scheduled time off conflict with staffing requirements on a unit, preference will be given to PTO requests over requests for time off without pay.

10.67 Payment and Cashout. PTO will be paid at the time of use at the nurse’s Appendix A hourly wage rate on the nurse’s regularly scheduled shift and classification. Except in the event of PTO cash out, the inclusion of shift differential in said rate of pay shall be determined in accordance with the hours normally worked by the employee on the employee’s assigned shift. All accrued but unused PTO will be paid upon termination. In addition, while a nurse is employed at the Employer, the nurse may cash out up to the full amount of PTO hours the nurse has accrued but not used during that calendar year, provided that the nurse makes an irrevocable election of such cash out during open enrollment in the preceding year. Such cash out will be paid at any time after the PTO to be cashed out has accrued for the nurse during the calendar year, as a one-time lump sum payment or as a per pay period amount, but in no event later than December 31 of that year. The nurse must further designate when the one-time lump sum payment is to be paid by the Employer at least two (2) weeks prior to its disbursement. A nurse is not required to cash out accrued PTO and may allow it to accumulate for future use or payment upon termination, up to a maximum of 600 hours of PTO.

10.78 Work on Holidays. Nurses will be expected to share the responsibility for working on the above holidays. At least sixty (60) days prior to assigning nurses to work on the Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year’s Day holidays, the Employer will provide a means for nurses to indicate the order of their preferences for working such holidays. The Employer will try to accommodate such preferences and not to assign a nurse to the least preferred holiday if the nurse worked such holiday the previous year, except that all such assignments will be subject to the Employer’s staffing needs.
Relief Per Diem nurses shall be required available to work at least one (1) holiday per year on this same basis. A nurse who is not scheduled or requested to work on a holiday due to closure of a unit may elect either to use PTO or to save PTO for later use.

10.89 **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 who has a medical hardship. Any hours donated through this process shall be transferred to the other employee on an irrevocable basis.

a. **Donation for Negotiation Committee.** Hours donated for the benefit of members of the Association negotiating committee will be transferred by the Employer to committee members as designated by the Association and will be restricted to the time period of negotiations for a successor agreement.

**ARTICLE 11 – LEAVES OF ABSENCE**

**11.1 Absences Without Pay.**

11.1.1 **General.** A non-probationary nurse may be granted up to a twelve (12) month personal leave of absence without pay for personal or educational reasons. All requests for leave or renewal of leave must be presented in writing as far in advance as possible. Each case will be reviewed and considered for approval. A leave of absence protects a nurse’s accrued service record, but the nurse will not accrue benefits or seniority during the unpaid portion of the leave.

11.1.2 **Return to employment – general.** At the conclusion of a personal leave of absence of forty-five (45) days or less, the nurse will be returned to his/her former position on the same shift in the same nursing unit. If the leave is for forty-six (46) days or more, 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, be placed on the layoff/recall list and have recall rights for twelve (12) months from that date.
11.2 **Family and Medical Leave.** Family and medical leaves of absence will be administered by the Employer consistent with applicable federal and Oregon state laws except that a nurse may elect to exclude from such payment up to 50 percent of the nurse’s PTO accrued as of the beginning of such leave.

11.2.1 **Return to employment – FMLA or OFLA-designated leave.** Nurses who have been on an FMLA-designated or OFLA-designated family or medical leave will be reassigned to their former position or an equivalent position. If an FMLA-designated or OFLA-designated leave has extended beyond the statutory period allowed as FMLA or OFLA 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, be placed on the layoff/recall list and have recall rights for twelve (12) months from that date.

11.3 **Qualification on Right to Reinstatement When Layoff Has Occurred During Leave.** Notwithstanding the provisions of Sections 11.1.2 and 11.2.1, the Employer will not be required to reinstate returning nurses to their former positions if the nurses would not have kept their positions even if they had been employed during the leave, provided that the nurses receive proper notification of layoff in their absence.

11.4 **Military Leave.**

11.4.1 **Without pay.** Any non-probationary nurse (regardless of length of service) who is required to report for active duty or to training sessions for any branch of the Armed Services or a reserve component thereof shall be granted such leave as necessary to complete his/her obligation, up to a maximum of five (5) years.

11.4.2 **With pay.** A nurse who has successfully completed the probationary period and who is a member of the National Guard or a reserve component of the Armed Forces shall be entitled, upon application, to a leave of absence from service for a period not exceeding fifteen (15) calendar days in any one (1) calendar year. Such leave shall be granted without loss of time, pay or other
leave, and without impairment of other rights or benefits to which he/she is entitled; however, the nurse shall be required to transfer to the Employer any compensation he/she receives for the performance of such duty. Military leave with pay shall be granted only when a nurse receives bona fide orders to temporary active training duty, and shall not be paid if the nurse does not return to his/her position immediately following the expiration of the period for which he/she was ordered to duty.

11.4.3 **Employer policy.** In addition to the benefits granted in this Section 11.4, nurses shall be eligible for the same military leave benefits that are made available to all other employees in accordance with Employer policy.

11.5 **Bereavement Leave.** Bereavement leave may be granted to any non-probationary nurse. 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) four (4) scheduled hours shifts with pay within fourteen (14) sixty (60) consecutive calendar days from notice of death. For purposes of this provision, “significant person” includes spouse or domiciled partner; child (including foster child and stepchild); parent, brother, sister, grandparent or grandchild; step equivalent of parent, brother, sister, grandparent or grandchild; in-law equivalent of parent, child, brother or sister; and a person who was an integral part of the nurse’s household. 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. All bereavement leave requests must be approved by the nurse’s department manager prior to the leave. The Employer reserves the right to require proof of death prior to payment of such leave.

11.6 **Jury Duty.** A regularly scheduled full or part-time nurse required to serve on a jury will be excused with pay at the straight time rate of pay from any regularly scheduled Employer duty whose hours conflict with the hours he/she must actually spend in connection with the jury service. Relief Per Diem employees may receive such compensation only when scheduled to work in advance, in writing. For purposes of this provision, a nurse on jury duty will be treated as if the nurse were assigned to the day shift. If jury duty ends prior to the end of the day shift on the nurse’s scheduled day, the nurse must contact his or her
supervisor to discuss whether time remaining on the shift is sufficient to require a return to work that day.

11.7 Court/Witness Leave. A regularly scheduled full or part-time nurse required by the Employer or subpoenaed to serve as a witness as related to Employer employment will be excused with pay from any regularly scheduled duty whose hours conflict with the hours he or she must actually spend in connection with the witness service, provided the nurse deposits any witness fees received with Human Resources. Relief-Per Diem nurses may receive such compensation only when scheduled to work in advance, in writing. The nurse must report to work if the witness service ends prior to the conclusion of the nurse’s scheduled shift. This provision shall not apply to Association-originated subpoenas, Association-related cases, arbitrations, or similar proceedings. When a nurse is called as a witness in a private case unrelated to Employer employment, he or she is not paid for hours excused from scheduled duty and may retain all witness fees received.

ARTICLE 12 – SENIORITY

12.1 Definition. Seniority shall mean continuous service with the Employer, computed on the basis of hours compensated (including an estimate of compensated hours at the predecessor Western Lane District Hospital), from the last date of hire by the Employer as a nurse, subject to the completion of the probationary period. Seniority will apply only where it is expressly referred to in this Agreement.

12.2 Break in Seniority. Seniority shall be broken by:

a. Termination, unless the nurse is rehired by the Employer within 90 days after termination, in which event the nurse’s seniority shall not include the time between the termination and the rehiring.

b. Layoff exceeding twelve (12) months.

c. Failure to respond to layoff recall given in accordance with this Agreement.
d. Failure to return to work from a leave of absence.

12.3 **Nurses Rehired Within 12 Months.** Any non-probationary nurse who terminates and is rehired by the Employer to a position covered by this Agreement within twelve (12) months from the date of termination (a) will be returned at the commencement of the same wage step at which the nurse had been paid prior to termination, (b) will not be required to complete a new probationary period, (c) will be credited with his or her previously accrued seniority, and (d) will have prior service credit count for PTO.

12.4 **Bargaining Unit List.** The Employer 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. Seniority lists shall be posted.

12.5 **Service Outside Bargaining Unit.** A bargaining unit nurse who has accepted a position outside the scope of the bargaining unit, without a break in Employer service, and who later accepts a bargaining unit position will be credited with his or her previously accrued seniority as a nurse in the bargaining unit.

**ARTICLE 13 – POSTING OF VACANCIES**

13.1 **Vacancy Notices.** The Employer shall post vacancy notices for seven (7) days. Postings shall identify the unit, shift and regularly scheduled number of hours per week in which the vacancy exists. Designation of a posted position as a house float position satisfies the unit identification requirement. Charge nurse positions shall be posted and bid upon in accordance with this article.

13.2 **Selection Process.** Qualified nurses who apply for a vacancy during the posting period set forth in Section 13.1 above will be offered the vacancy in order of seniority, subject to the following exceptions: A junior nurse has greater skill, education or experience related to the vacancy. A nurse who has received a Written Corrective Action within the previous six (6) 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 Employer, on an existing action.
plan. Nurses shall not be eligible to transfer to another unit or position until they have successfully completed a minimum of six (6) months in the current position, excluding status changes (e.g. per diem to benefited).

a. Once a nurse has been offered a posted position he/she shall be transferred to the new position no later than the end of the four (4) week scheduled period following the scheduled period in which the acceptance occurs. Upon filling the vacancy, nurses who have submitted a written application will be entitled, upon request, to a written reason (i.e., seniority or qualifications) for the Employer’s denial of the vacancy to said nurse.

b. During the posting period, during orientation, and during an emergency, the Employer may temporarily fill a vacancy without reference to the foregoing process.

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

13.3 Posting of New Benefited Positions. If a relief Per Diem nurse works an average of twenty (20) or more hours per week in a unit during a calendar quarter, and such hours worked are not in replacement of other nurses’ use of PTO or leaves of absence, then the Employer shall post a new benefited position of at least twenty (20) hours per week in that unit.

13.4 Secondary Positions. Qualified relief-per diem and regular nurses wishing to fill a temporary bargaining unit position while retaining their current status and position may do so only with the approval of the Employer based on the availability of replacements.
ARTICLE 14 – LAYOFF/RECALL

14.1 Reductions in Force. In the event of a reduction in force (which does not include “low census time” reductions covered in Section 14.2 below), the Employer shall adhere to the following procedure.

a. The Employer shall provide at least fourteen-thirty (30) calendar days’ notice to the Association and to nurses in the affected nursing unit, as defined below, who potentially will be impacted as a result of the reduction in force, unless such advance notice is not possible due to circumstances beyond the Employer’s control.

b. Before implementing the layoff procedure set forth below, the Employer shall first solicit volunteers for layoff within the affected nursing unit.

c. The least senior nurse in the affected nursing unit (surgical services, acute care, home health, other if instituted) shall be the first laid off, provided that nurses remaining in the unit have the ability to immediately perform the necessary work.

d. If there are any open positions at the time of notice of a reduction in force, the Medical Center shall wait to fill such positions until impacted nurses have an opportunity to exercise their layoff rights, as detailed in this article, unless both parties mutually agree that specific positions should remain posted.

e. Any nurse who has been laid off in accordance with the preceding provisions may exercise seniority and displace the least senior nurse in another nursing unit if he/she possesses the ability to immediately perform the necessary work. The ability to immediately perform the necessary work shall not include the period of time customarily afforded a nurse for general orientation to a new nursing unit. Nurses receiving a fourteen-thirty (30) day notice shall have no less than five-twenty-one (21) days to exercise such right of seniority following receipt of the thirty (30) day notice of position elimination. Any subsequently displaced nurse may then exercise seniority, if any, in the same manner set forth above. Such nurse shall be given not less than five-fourteen (14) days after notification of displacement to exercise...
such right unless agreed otherwise between the Employer and the Association. The nurse(s) so displaced shall be either placed on layoff status or may choose the severance benefits as specified in Appendix C. Nurses regularly scheduled for less than 20 hours per week may not bump nurses scheduled for 20 hours per week or more.

Nurses shall be recalled to work in inverse order of layoff, provided they are qualified to perform the duties of the position available. A nurse who is passed over retains his/her position on the recall list. Laid off nurses shall retain recall rights for twelve (12) months. Failure to report from layoff upon recall shall constitute voluntary surrender of layoff and recall rights.

Notices of layoff and recall shall be in writing. Notice of recall shall be sent to the former nurse’s last given home address.

14.1.1 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 shall be utilized to perform bargaining unit work as long as nurses are 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.

14.2 Low Census. In lieu of the above provisions, low census time reductions will be in accordance with this section.

a. The low census time will be offered and assigned in the area and shift where the low census time occurs. Acute care, surgical services and home health are three separate areas for purposes of this provision.

b. In the event of low census, nurses will be placed on low census in the following order: (1) agency/traveler nurses, and temporary nurses (unless a bargaining unit nurse volunteers to be placed on low census ahead of such a nurse), (2) nurses

Commented [CS1]: I believe this section I deleted is a typo that was carried forward from prior draft proposals
working at a premium or overtime rate of pay, (3) volunteers, (4) per diem, and (5) by a system of rotation among all remaining regular nurses, provided they are qualified to perform the available work. If low census is assigned before the beginning of the affected shift, the Employer shall not be required to offer low census time to more than one (1) nurse, whose name shall be determined by an equitable rotation system from a volunteer list.

c. Nurses who have been placed on low census may be placed on call by the Employer for the first four (4) hours of their shift. Nurses will not be required to remain on-call for the remainder of the shift unless they volunteer.

d. Charge nurses shall be included in the low census rotation. However, they shall not be placed on low census more than one (1) shift per pay period. Nurses qualified to be assigned relief charge in a particular area shall be considered to be qualified to replace a charge nurse in that area for purposes of low census rotation.

e. Nurses in a preceptor role shall not be included in the low census rotation during the first three weeks of a mentee’s preceptorship, but they thereafter shall be included in the rotation.

14.3 Work Force Reorganization. The provisions of this section shall apply in the event of a work force reorganization. A work force reorganization shall include staffing changes resulting from a merger or consolidation of two or more units, increases or decreases in FTE status among bargaining unit members, and changes of positions within a seniority pool.

14.3.1 Notice. Prior to implementing a work force reorganization, the Medical Center shall present the reorganization plan to the impacted nurses and the Association. The Medical Center shall subsequently provide the Association a detailed tentative reorganization plan at least thirty (30) 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 two (2) occasions during the allotted thirty (30) day period. During the reorganization the parties may address the potential need to extend the time period and may mutually agree in writing. At the conclusion of the timeline, bargaining over the proposed reorganization plan shall be deemed to be at an impasse and the Medical Center shall have the right to implement the terms of its last proposal to the Association. Impacted nurses will not change status or hours within the unit until the position selection process is completed.

14.3.3 Limitations. In the event of a bargaining unit wide (i.e. hospital based units) reorganization plan, the parties shall meet a minimum of three (3) times over a forty-five (45) day time period.

14.3.3.1 These reorganization limitations may be altered by mutual agreement between the parties. Unresolved reorganization negotiations shall be suspended 30 days prior to the expected start date for renegotiations of this agreement and remain suspended until a new agreement is implemented.

14.3.4 FTE reductions. In the event a unit reorganization involves reductions in FTEs, resulting in a layoff, the procedures outlined in Section 14.1 shall be followed.

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

ARTICLE 15 – HEALTH AND WELFARE

15.1 Health Insurance Benefit Program. All nurses who are regularly scheduled to work at least twenty (20) hours per week are eligible to participate in the health insurance benefit program offered by the Employer. Nurses shall be offered benefit options, including but not limited to, in accordance with the terms of the Employer’s program, with regard to
medical, dental, vision, critical illness insurance, accident insurance life, AD&D, long-term disability and short-term disability plans, and healthcare and dependent care spending accounts. The Employer will maintain its current non-standard health insurance benefits for this bargaining unit until December 31, 2014. Thereafter, the Employer will provide for this bargaining unit its standard health insurance benefits in accordance with the Professional Agreement between Sacred Heart Medical Center and the Association.

15.2 Benefit Maintenance and Changes. The rights and obligations of the parties with respect to benefit maintenance and changes under the health insurance benefit program shall be identical to and concurrent with the corresponding rights and obligations of the Association and Sacred Heart Medical Center pursuant to the terms of their Professional Agreement, including but not limited to the suspension of Article 18. In the event that the language of Section 15.2 of said Professional Agreement materially changes, then the current notification and bargaining provisions of said section shall apply to this article.

15.3 Employer Retiree Pharmacy Benefit Program. At the time of ratification this plan will no longer be offered to new participants, however, nurses currently enrolled on the plan will be given the option to remain on the plan.

15.4 Retirement Plans. The Employer 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 noncontributory Base Plan, matching contributions from the Employer, and a tax-sheltered annuity plan.

15.5 Information Requests. The Employer will respond to all reasonable information requests from the Association regarding insurance plan premiums and plan design in a timely manner, and will regularly provide plan utilization and actuarial data upon request. Requested information related to insurance changes will be shared with the Association as soon as it is available and prior to open enrollment for the next insurance year.

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

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

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

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

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

15.6—**Employer Discount.** Continuing until December 31, 2014, an Employer discount policy shall be provided all eligible employees who have worked on the average twenty (20) or more hours weekly over the last six (6) months. Eligible employees who are not covered by insurance shall be entitled to a twenty-five percent (25%) discount on all Employer incurred charges based upon the Employer’s original charges. Eligible employees who are covered by insurance shall be entitled to a fifty percent (50%) discount on the remaining
balance of all Employer incurred charges once any and all applicable employee insurance’s have met their obligation of payment. This provision will no longer be in effect as of January 1, 2015.

15.7 **Home Health and Hospice Safe Working Environment.** The Employer shall provide a safe working environment for Home Health and Hospice on-call nurses to access after normal business hours and on weekends by either maintaining a secure, safe and suitable space in Peace Harbor Medical Center for them, or provide an escort to meet the nurse at the Kingwood office.

**ARTICLE 16 – PROFESSIONAL DEVELOPMENT**

16.1 **Professional Development Leave.** The Employer agrees to provide each nurse who has completed the initial probationary period with twenty-four (24) hours (thirty-two (32) hours for nurses receiving certification pay pursuant to Section 9.10) of paid professional development leave during each July 1–June 30 period. Alternatively, for nurses receiving certification pay, pursuant to section 9.10, the amount shall be thirty-two (32) hours. Nurses completing probation during this period shall receive a pro-rated leave to the nearest hour.

16.2 **Professional Development Fund.** The Employer shall establish a fiscal year annual fund of no more than $20,000 $30,000, effective July 1, 2020, to assist participating nurses in meeting registration and related expenses, including travel fees. Effective July 1, 2022 the fund shall increase to a fiscal year maximum of $35,000.

16.3 **Rate of Pay.** Nurses on professional development leave shall receive their normally scheduled shift regular rate of pay.

16.4 **Leave Requests.** Requests for leaves should be forwarded in writing to the nurse’s manager at least two (2) weeks prior to the posting of the schedule covering the period in which the leave is sought.
16.5 **Leave and Fund Guidelines.** The amount of money available for each nurse shall be allocated on a first come first serve basis, up to the fiscal year amount defined in article 16.2. Once the annual amount has been used by the bargaining unit, no further requests will be approved during the fiscal year. The nurse’s manager, or designee, shall grant requests for professional development leave for bona fide voluntary educational programs, including home study for continuing education units (CEUs) and up to eight (8) hours of preparatory study for ACLS, NRP, PALS and certifications in accordance with Section 9.10, subject only to staffing needs and the $20,000 maximum amount in the fund. Bona fide educational programs are those related to the nurse’s current position or other nursing opportunities within the Employer. The amount of money available for each nurse shall be allocated on a “first come first serve” basis. No nurse shall be entitled to more than $750—1,000 in expense reimbursements in fiscal year. All funds remaining as of December 31 will no longer be available and shall not roll over from fiscal year to fiscal year.

16.5.1 **Allocation.** The appropriate Medical Center official(s) and the Professional Nurse Care Committee shall determine eligible uses of funds and education days from this budget. The appropriate Medical Center official(s) shall be responsible for administering the funds and education days.

16.5.2 **Criteria for use.** The nurse’s manager, or designee, shall grant requests for paid professional development leave hours and professional development funds for bona fide voluntary educational programs related to the nurse’s current position or nursing opportunities within the Medical Center. Such leave time or use of professional development funds must be approved in advance by the nurse’s manager. Educational offerings for basic core competencies required for the nurse’s current position shall be excluded. 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, that qualifies for pay under article 9.10. The Medical Center may require nurses to make oral and/or written presentations regarding their education experience to other Medical Center staff. In addition, if a nurse utilizes the funds and does not attend the bona fide education they shall not be compensated for their time or the cost of such
education. The Employer will provide the designated bargaining unit representative with professional development leave use and disbursements under this Article, upon written request.

16.5.3 Newly Hired Nurses. Newly hired Nurses hired after December 31 shall not be eligible for education funds until their probationary period is complete. Nurses hired after December 31 shall not be eligible for education funds and hours until the next fiscal year.

Nurses completing probation during the July 1–June 30 period shall receive prorated reimbursement. The Employer will provide the designated bargaining unit representative with professional development leave use and disbursements under this Article, upon written request.

16.6 Training and Inservice Presentations. Professional development is a shared responsibility. Nurses are required to complete 100% of their mandatory training requirements by the established training deadline, including on-line training on an annual basis. Mandatory training shall include, but not be limited to, life safety certifications required for nurses to work in designated patient care areas. The Employer shall provide to nurses sufficient opportunity to timely complete their mandatory trainings. Nurses are responsible for scheduling their training so that they do not incur overtime or premium pay as a result of the training. If it is not possible for the nurse to avoid incurring overtime or premium pay, then the nurse must receive prior approval from his or her manager. Nurses shall be compensated at their straight time hourly rate for voluntary attendance at approved inservices when individually approved by the Employer. The Employer shall note any nursing unit restrictions on expected attendants or recipients of an inservice on the inservice announcement. Nurses required to travel outside of the Florence area for such training shall be paid for time spent traveling, so long as the training is approved by their direct manager in advance.

16.7 Performance Evaluations. Each nurse shall receive a written evaluation of his/her performance upon the completion of probation and annually thereafter. This assessment is a collaborative process which may include self-assessment, goal setting and/or peer review. A copy of such evaluation shall be given to the nurse at the time of the evaluation.
a. The performance assessment is not intended to be a mechanism for disciplinary action. Employees who are rated as needing development in one or more core competencies will be expected to develop an action plan to bring their competencies up to standard.

b. Goals and core competencies must be sufficiently specific, measurable and outcome-focused so that the employee and manager can clearly understand whether they are met or not met.

c. The nurse’s supervisor shall, during the evaluation process, support the nurse’s assessment ratings and comments with sufficient detail of the nurse’s performance, including specific incident examples of actions and/or practices, to provide the nurse with an opportunity to fully discuss and learn from this feedback.

d. A nurse shall not be rated as needing development if the failure to meet a core competency is not within the nurse’s control.

16.8 Orientation. Nurses shall be provided appropriate orientation to procedures and responsibilities to which they are assigned. The Employer shall provide nurses with orientation that is individualized to fit the employee’s needs and experience level. Consistent with staffing schedules, it is desirable that the orientee be consistently scheduled with the same preceptor(s). Total orientation time for the newly employed nurse shall not be less than four (4) days, excluding general orientation. An orienting nurse shall not be utilized to augment established staffing patterns. Nurses expected to routinely work in a specialty unit will be provided the opportunity for at least two (2) days’ orientation on the unit prior to routine assignment.

16.9 Required Certifications. Certification required for the role such as but not limited to: BLS, ACLS, PALS, NRP, TNCC and NIHSS will be compensated at the applicable rate of pay for all hours spent in the certification course. The Medical Center shall reimburse a nurse for the cost of obtaining any certifications required for their position. Nurses who are unable to schedule a class due to scheduling conflicts shall consult their Nurse Manager or designee to determine opportunities to obtain the certification, at least sixty (60) days prior
to expiration. If a nurse and the nurse manager are unable to resolve the scheduling conflict(s) the nurse may be compensated for all regular hours the nurse would otherwise have worked on that shift.

**Additional Paid Educational Functions.** Required inservices, workshops and training classes, including but not limited to ACLS, NRP, Critical Care and IV Therapy courses when required by the Employer, shall be paid by the Employer separate from the professional development funds and leave specified above, except for the related home preparatory study referenced above.

**16.10 Extended Education Programs.** The Employer has the right to require that each nurse attending each education program of five (5) or more working days at Employer expense during which $1,200 or more is covered for registration and travel (exclusive of professional development days and funds specified in this Article) sign a contract guaranteeing his or her continuing employment with the Employer for at least one (1) year following attendance, or the nurse must reimburse the Employer, including authorization for payroll deduction, for registration and travel on a prorated basis if a voluntary termination should occur within that time period.

**ARTICLE 17 – PROFESSIONAL NURSING CARE COMMITTEE**

**17.1 Composition.** The Professional Nursing Care Committee shall be composed of up to three (3) bargaining unit nurses. The Committee members shall be selected by the Association.

**17.2 Responsibilities.** The Committee shall be responsible for promoting communicative and collaborative approaches to professional nursing issues at the medical center and for making written recommendations to the Regional Vice President of Acute Care Services and/or Regional CEO on the following:

a. Nursing practice issues;

b. Patient care considerations;
c. Education and training of nurses.

The Employer will give due consideration to all recommendations and input received from the Committee. The Vice President will review written recommendations received from the Committee and will respond in writing to each concern within thirty (30) days. The Vice President, other management representatives, or other guests may attend meetings at the Committee’s request.

17.3 Meetings. The Committee shall meet at least quarterly. Each Committee member, or substitute, shall be entitled to two (2) paid hours per meeting not to exceed twelve (12) paid hours per year at the nurse’s regular straight time rate of pay for the purpose of performing Committee work, provided that the Committee provides written notice to the Director of Nursing/Patient Care Services of such meeting and its attendees no less than seven (7) days in advance.

17.4 Grievances. The Committee shall not consider matters that are subject to the grievance procedure.

17.5 Minutes. The Committee will keep minutes and schedule meetings so as not to conflict with routine duty requirements. Copies of the minutes will be delivered to the Vice President within two (2) weeks after the meeting.

ARTICLE 18 – STRIKES AND LOCKOUTS

During the term of this Agreement both parties agree not to use economic weapons such as lockouts, strikes, slowdowns, picketing, or boycotts. Upon receiving notice that any employee is using economic weapons against the Employer, the Association will take all reasonable steps to terminate the activity.
ARTICLE 19 – GENERAL PROVISIONS

19.1 Entire Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of employment relations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties and completely and correctly expresses all of the rights and obligations of the parties.

19.2 Non-Reduction of Benefits; Past Practices. The signing of this Agreement shall not result in a reduction of benefits or privileges of employment that are currently in effect and are not expressly covered herein, provided that such benefit or privilege is well established at the Employer. 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 Employer without first notifying and bargaining upon demand with the Association. For purposes of this paragraph, “well established” shall mean that the benefit or privilege is unequivocal and readily ascertainable as an established practice accepted by both the Association and the Employer over a reasonable period of time.

19.3 Supervisors’ Performance of Bargaining Unit Work. The Association and the Employer recognize that non-registered nurse and supervisory classifications have traditionally done work which overlaps with registered nurse work. The parties agree that such practices will not be in violation of this Agreement. Supervisors, however, shall not be assigned bargaining unit work on the posted work schedule, or scheduled bargaining unit work following this posting, unless the Employer has undertaken reasonable efforts to contact qualified bargaining unit nurses and no such nurses are available.

19.4 Staffing Committee. The Employer and registered nurses will act in compliance with the Oregon Hospital Nurse Staffing Law; ORS 441.151 to 441.177 and ORS 441.179 to 441.186. The Nurse Staffing Committee shall be responsible for the development and
implementation of a written Employer-wide staffing plan for nursing services. The staffing plan shall be developed, monitored, evaluated and modified by the Staffing Committee, consistent with ORS 441.155.

ARTICLE 20 – SAVINGS CLAUSE

Should any article or section of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article or section directly specified in the decision. The remainder of this Agreement shall remain in effect pursuant to the terms of Article 21. Upon receipt of such court order, the parties agree to enter into negotiations within twenty (20) days to attempt to bargain a replacement provision for the specific provision affected by the order.

ARTICLE 21 – DURATION

21.1 Length of Contract. This Agreement shall be effective as of the first full pay period following its ratification by the nurses, except as otherwise specifically provided for herein, up to and including March 31, 2024.

21.2 Notice of Reopener. This Agreement shall be automatically renewed from year to year and shall be binding for additional periods of one year unless either the Employer or the Association gives written notice to the other of its desire to open negotiations for a new agreement not less than ninety (90) days nor more than one hundred twenty (120) days prior to the aforesaid expiration date. Whenever such written notice is given as provided herein, this Agreement shall remain in full force and effect during the period of negotiations, and may be terminated upon written notice by either party, subsequent to the expiration date, declaring that impasse has been reached.

21.3 Reopener by Mutual Agreement. This Agreement may be opened by mutual agreement of the parties at any time.
ARTICLE 22 – COMMITTEES

22.1 Labor Management Committee. The Employer and the Association agree to maintain a Labor Management Committee. The purpose of the Committee is to foster improved communication between the Employer and the Association, and to evaluate and lead to improvement of internal processes for the benefit, health and safety of employees covered by this agreement. This Committee shall also evaluate and review recommendations to improve patient safety and overall patient and employee satisfaction.

The Committee may act as a forum for sharing information to the Association on organizational changes and initiatives. The Committee may be empowered to identify solutions and make decisions as directed by the Employer otherwise the Committee will function in an advisory rather than a decision-making role, and will recommend solutions to identified issues.

The Committee will not have bargaining authority, nor will it address issues that are more appropriate for the grievance procedure.

The Committee will consist of up to six (6) members. Three (3) voting members will be appointed by the Employer and three (3) voting members will be appointed by the Association. The Committee will operate under the guidance of co-chairs, one to be selected by the Employer and one to be selected by the Association. The co-chairs will determine the agenda for the meetings.

The Committee will meet on a quarterly basis and will be for a maximum of two (2) hours. Association members will be compensated at their straight rate of pay for time spent at these meetings and such time shall not be counted in the calculation of overtime.

22.2 Workplace Violence Prevention Committee. The Medical Center and the Association aim to create a culture where violence and aggressive behavior will not be tolerated in the work environment.
22.2.1 The Medical Center will pay for at least three bargaining unit nurses to participate in the Peace Harbor Workplace Violence Prevention Committee, one of which shall be a Home Care Services nurse. These nurses shall be selected by the Association. The committee shall work collaboratively to develop a charter that shall define the work of the committee.

22.2.2 The committee shall meet at least on a quarterly basis for up to 90 minutes. The nurses serving on the committee shall be provided with an additional 60 minutes of paid time on a quarterly basis to prepare input to inform the work of the committee and work on sub-committee assignments as defined in the charter. Time spent in the committee or doing committee work shall be paid at a straight time rate of pay.

22.2.3 In addition, these nurses shall act as a liaison and report to the meetings held in their respective areas. The Medical Center nurse shall attend the PeaceHealth Oregon Workplace Violence Prevention Committee and the Home Care Services nurse shall attend the Sacred Heart Home Care Services Workplace Violence Prevention Committee. These nurses shall be provided technical support for remote participation from Peace Harbor Medical Center, as needed. Time spent in the committee or doing committee work shall be paid at a straight time rate of pay.

22.2.4 The Medical Center shall require all nurses receive education and training, at least annually, on workplace violence prevention. Workplace violence prevention education shall also be incorporated into new employee orientation. The Medical Center shall provide, upon request, the Association with documentation of these trainings and education modules.

22.2.5 The nurses participating in this committee shall inform staff at Peace Harbor Medical Center and Clinics of the information they receive from the committee, as defined in the charter.
22.2.6 The Medical Center will provide Employee Assistance Program and spiritual care information to affected nurses within seventy-two hours of receiving notice of an incident.

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

22.2.8 Home Health and Hospice Safe Working Environment. The Employer shall provide a safe working environment for Home Health and Hospice on-call nurses to access after normal business hours and on weekends by either maintaining a secure, safe and suitable space in Peace Harbor Medical Center for them, or provide an escort to meet the nurse at the offsite location of Home Health and Hospice.

22.3 Labor Management Health Benefits Committee. PeaceHealth Peace Harbor Medical Center shall provide two ONA represented nurses with paid time to participate in the Labor Management Health Benefit Review Committee which is convened at Sacred Heart Medical Center. One of these nurses shall be a Peace Harbor Home Care Services nurse. The nurses will be provided with technical support in order to participate remotely. These nurses will be appointed by the Association.

The committee agenda shall be developed with input from representatives of all committee members; minutes shall be taken at the committee meetings and made available to all committee members. The committee shall be advisory and shall meet quarterly and more often as mutually agreed. All employee representatives on the committee will be paid for time attending meetings. The parties agree to engage in a fully transparent process of information sharing that will lead to stronger engagement and overall success.
This committee will research, review and adopt incentive-based programs and may
provide recommendations regarding plan design and inpatient and outpatient benefits
provided under the plan. The committee will work to:

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

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

The committee may include representatives from other represented employee groups. In
addition, the committee will meet twice annually with a PeaceHealth system benefit
representative to review trends, data (including PeaceHealth system-wide and facility
specific data) and discuss suggestions.

Committee participants shall receive an annual training on Health Insurance plan design,
data analysis tools and other information to facilitate participation and effectiveness of
the committee.
ARTICLE 23 - Uniformed Security Officers

The Employer will notify the Association of any substantial changes in services of uniformed security officers ninety (90) days in advance. Further, the Labor-Management Committee will discuss such changes thirty (30) days before they are implemented.
IN WITNESS WHEREOF the Employer and the Association have executed this Agreement this 
__________ day of __________, 2017.

OREGON NURSES ASSOCIATION

By: ______________________

By: ______________________

By: ______________________

By: ______________________

By: ______________________

PEACEHEALTH PEACE HARBOR MEDICAL CENTER

By: ______________________
APPENDIX A – WAGE RATES

A. Steps and Step Advancements. The column headings in this appendix denote the various steps in the pay range. The entrance step as provided in Section 9.3 shall be established by the Employer. Thereafter, advancement to the next step shall be made following the completion of a year of service in the lower step of the range, except that:

The time period for advancement to Step 7 shall be two (2) years of service at Step 6.
The time period for advancement to Step 8 shall be two (2) years of service at Step 7.
The time period for advancement to Step 9 shall be two (2) years of service at Step 8.
The time period for advancement to Step 10 shall be two (2) years of service at Step 9.
The time period for advancement to Step 11 shall be two (2) years of service at Step 10.
The time period for advancement to Step 12 shall be two (2) years of service at Step 11.
The time period for advancement to Step 13 shall be two (2) years of service at Step 12.
The time period for advancement to Step 14 shall be two (2) years of service at Step 13.
The time period for advancement to Step 15 shall be four (4) years of service at Step 14.

Effective the first full pay period following July 1, 2022, nurses will move from Step 14 through Step 15 after four (4) years of service as a nurse at the previous step.

Effective the first full pay period following July 1, 2022, nurses who have been at Step 14 for four (4) years or more as of July 1, 2022 will move to the new Step 15 and will have that the date in which they move to Step 15 as their new anniversary date for purposes of subsequent step advancement.

All step increases shall be effective the first full pay period following the date in which the nurse becomes eligible for step advancement. Upon ratification, nurses will advance to the next step based on their years of service at the current step (e.g., a nurse with two (2) years of service at step 11 will now move to step 12 the first pay period). Their anniversary date for future advancements will remain unchanged from their current anniversary date. As a result of this provision no nurse will be subject to a reduction in pay or step placement.
B. Wage Increases.

Nurses shall be paid at the following hourly rates effective the first full pay period beginning on or after the following dates:

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APPENDIX B – SURGICAL SERVICES

The Employer and the Association agree that the following rules and practices shall apply in the Surgical Services Department:

1. **Performance of work at end of scheduled shift.** If continued utilization of staff is required following the end of the scheduled day shift, the Employer will first ask for volunteers to conclude unfinished cases. If there is not a sufficient number of volunteers, the Employer will utilize nurses on scheduled call.

2. **Low census.** A change of start time due to low census may be assigned to a nurse at the beginning of a scheduled shift, limited to Surgical Services and in accordance with Article 14.2. Such a reduction of scheduled hours will result in PTO accrual for all low census hours in accordance with Article 10.2.

3. **Delayed start time.** If a nurse is notified of a delayed start time without being placed on-call, the nurse will have no obligation to be available until the adjusted shift start time.

4. **Surgical Services Committee.** The Surgical Services nurses shall be provided the opportunity to draft and present recommendations to the Peace Harbor Medical Center Surgical Services Committee with regard to scheduling of surgery cases. The Employer agrees to meet with the Surgical Services nurses in advance to provide information needed by the nurses to formulate their recommendations.

5. **On-call scheduling exemption.** All nurses who have at least eighteen (18) years of service in Surgical Services at the Employer may elect to be exempt from on-call scheduling, provided that such exemption does not result in an increased call burden for other Surgical Services nurses.
APPENDIX C - SEVERENCE

PeaceHealth Peace Harbor Medical Center and the Oregon Nurses Association hereby agree as follows:

1. PeaceHealth has a system-wide Severance Policy ("Policy"). Under the terms of the Policy, its provisions shall apply to caregivers covered by this 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 for cause.

4. The parties wish to avoid the outcome described in paragraph three above. Accordingly, the parties agree that a nurse, after having been notified of elimination of 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 twenty-one (21) 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 four (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 four 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, 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.
MEMORANDUM OF UNDERSTANDING
OB-On-Call Position

The Oregon Nurses Association (“Association”) and PeaceHealth Peace Harbor Medical Center (“Employer”) hereby mutually agree that the Employer in its discretion may create and maintain one or more benefited OB positions consisting exclusively of on-call hours. The Employer also has the right to discontinue such on-call positions. Existing on-call positions shall have the following parameters unless agreed otherwise between the parties:

1. Regularly scheduled on-call hours shall consist of no more than seven (7) shifts totaling no more than 84 hours per week, with every other week off. The positions consist of no regularly scheduled hours of work.

2. The position shall be defined and in all respects treated as a regular benefited position, including benefit eligibility under Articles 10 and 15 of the parties’ Agreement.

3. The position will have a guaranteed pay and PTO accrual of thirty-six (36) hours per week. The nurse will be paid at the regular straight-time hourly rate, and shall not be eligible for time and one-half pay except as provided in Paragraph 4 of this Memorandum. On-call nurses shall not be eligible for on-call compensation under Section 9.6 or for minimum call-in compensation under Section 9.15.4.

4. After working twelve (12) consecutive hours on a shift or forty (40) hours in a week, the nurse will be paid at the rate of time and one-half the regular rate of pay.

5. Work assignment from an on-call status shall be limited to direct patient care on the OB nursing unit. A nurse in an on-call only position may not be scheduled to work on another nursing unit without the nurse’s consent during regularly scheduled position call hours. The nurse may, however, volunteer for work in addition to the nurse’s regularly scheduled on-call hours on a regularly scheduled day off on any unit for which he or she is qualified. In addition,
the nurse may be scheduled at a mutually agreeable time for work up to 8 hours per month for skill maintenance or inservice during any work day.

6. Holiday call pay rates specified in 9.6 shall not apply. Work from an on-call status on a holiday shall be compensated at the premium rate as specified in 9.15.4, and shall count toward the first forty (40) hours worked in the pay period if part of the nurse’s regular call schedule or required holiday rotation.

7. The rate and applicable hours of the shift differentials specified in 9.5, Shift Differential, and weekend differential specified in 9.9 shall apply to all hours worked from an on-call status.

8. This position shall be posted and awarded in compliance with Article 13, Posting of Vacancies.

9. The Employer agrees to relieve, upon request, OB on-call nurses of duty after they have worked twelve (12) continuous hours.

10. The Employer has the right to compensate nurses in excess of the terms and amounts set forth in this Memorandum of Understanding as long as (1) the Association is notified prior to implementation, (2) all nurses in OB on-call positions are treated in an equivalent manner, and (3) such excess compensation is not reduced without providing notice to and offering to bargain with the Association.

11. The parties acknowledge that either party may request to bargain new or modified terms of this MOU based on changed staffing needs or an opportunity for providing better staffing coverage in the OB. Upon such request, the requested party shall agree to meet and bargain regarding any such new or modified terms. Neither party shall be obligated to reach agreement on new or modified terms, but both parties shall bargain in good faith to reach an agreement. The parties acknowledge and understand that failure to reach agreement on modified terms could result in discontinuance of the OB on-call position.
MEMORANDUM OF UNDERSTANDING
Staff Meetings and Mandatory Meetings

PeaceHealth Peace Harbor Medical Center and the Oregon Nurses Association ("Association") hereby agree as follows:

1. Staff meetings. A nurse will be required to attend 50% of all staff meetings for his or her department each fiscal year. Nurses will have the opportunity to participate by telephone. Nurses who do not attend will be required to review minutes of the meeting. In nursing units that operate on a 24/7 basis, staff meetings will be conducted at least two (2) separate times to allow for attendance by nurses working on different shifts. Attendance for an individual nurse will be excused if the nurse has no opportunity to attend because the nurse is on duty at the only time he or she could attend the meeting. Staff meetings will be posted on or before the beginning of each fiscal year.

2. Mandatory meetings. In addition to staff meetings, nurses will be required to attend up to three (3) mandatory meetings per fiscal year. In nursing units that operate on a 24/7 basis, staff meetings will be conducted at least three (3) separate times to allow for attendance by nurses working on different shifts. Attendance for an individual nurse will be excused in the event of illness, emergency or pre-approved PTO. Nurses are expected to avoid such an exceptional circumstance whenever possible.

3. Compensation. Nurses required to make an extra trip to the Medical Center to attend a staff meeting or mandatory meeting shall receive two (2) hours of pay at the appropriate rate for attending the meeting. Nurses who participate by telephone will receive pay for actual time spent in attendance by phone.
OREGON NURSES ASSOCIATION

PEACEHEALTH PEACE HARBOR MEDICAL CENTER

By: ___________________________ By: ___________________________

Date: _________________________ Date: _________________________
MEMORANDUM OF UNDERSTANDING
Career Pathways and RN Recruitment

PeaceHealth Peace Harbor Medical Center (“Employer”) and the Oregon Nurses Association (“Association”) acknowledge that expected turnover over the next several years among health care professionals at the Employer, including registered nurses in the bargaining unit, will present a significant staffing challenge. The Employer has invested considerable energy and funds under its Career Pathways program to address the future need for sufficiently qualified health care professionals, including registered nurses. It is imperative that the Employer be successful in meeting these expected turnover needs. A critical factor in meeting these needs will be the availability of learning and training opportunities and the opportunity for employment at the Employer among recent RN graduates.

Accordingly, the parties agree that, during the life of the Agreement, the Employer may, notwithstanding the provisions of Article 13, employ recent RN graduates to work in specified areas of the Medical Center for training and education in the medical/surgical area and in specialty skills areas. The goal is to provide such nurses with the opportunity to acquire skills that will qualify them for positions that thereafter become available and posted in accordance with Article 13. While employed in a training capacity, such nurses will be members of the bargaining unit and covered by the provisions of the parties’ Agreement.

The training opportunities provided to recent RN graduates in specialty skills areas shall not preempt the opportunity of other bargaining unit nurses to acquire such training, provided that any nurse desiring such training (1) has requested the training in writing, and (2) is willing to commit to filling a vacancy on any shift in the specialty skills area in which the nurse receives training.

OREGON NURSES ASSOCIATION  PEACEHEALTH PEACE HARBOR MEDICAL CENTER

By:______________________________  By:______________________________

Date:____________________________  Date:____________________________

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MEMORANDUM OF UNDERSTANDING
Low Census Maximum Pilot Program

The Oregon Nurses Association (“Association”) and PeaceHealth Peace Harbor Medical Center (“Employer”) hereby mutually agree that the following pilot program shall be implemented for nurses in the bargaining unit:

1. Effective the first full pay period following January 1, 2014 and continuing through December 31, 2014, the Employer will limit assignment of mandatory low census to regular nurses to a maximum of fifteen percent (15%) of a nurse’s regular scheduled hours per six (6) month period of January – June or July – December. Hours count toward the low census maximum only when low census is assigned pursuant to clause (5) of Section 14.2.b of the parties’ Agreement. In the event that one or more nurses on a unit end shift approach the maximum, the Employer may, notwithstanding this clause, assign low census to assure equitable distribution among all nurses on the unit and shift.

2. As part of this pilot program, nurses who have been placed on low census at the beginning of their shift may be assigned a later start time that is up to two (2) hours later than the shift’s normal start time. Time worked on the shift following the late start time will be paid at the regular rate of pay.

3. This pilot program will terminate effective January 1, 2015 unless the parties agree to extend the program in its current or modified form.

OREGON NURSES ASSOCIATION       PEACEHEALTH PEACE HARBOR MEDICAL CENTER

By:_____________________________  By:_____________________________
Date:___________________________  Date:___________________________
MEMORANDUM OF UNDERSTANDING

Professional Nurse Advancement Program (PNAP)

PeaceHealth Peace Harbor Medical Center and the Association are committed to the professional development, satisfaction, recruitment, and retention of nursing staff and agree that a Professional Nurse Advancement Program (PNAP) would provide an opportunity for staff nurses to grow and advance professionally. Should the Medical Center implement a PNAP program for nurses at Peace Harbor Medical Center, it shall first notify the Association by providing the program information via email. If requested by the Association, the parties shall meet, within 30 days from the date of the notification, to bargain the impact of implementing such program. If the Association fails to request a meeting within this time period, the failure to act shall constitute a full and unequivocal waiver of the Association’s right to bargain the impacts of the implementation.

If the Medical Center fails to implement a PNAP program within three years of ratification of this agreement, the Medical Center shall be obligated to meet and discuss the implementation of the program with the Association, with the intention of coming to an agreement on such implementation.

OREGON NURSES ASSOCIATION       PEACEHEALTH PEACE HARBOR
                                      MEDICAL CENTER

By:______________________________ By:______________________________

Date:____________________________ Date:____________________________
MEMORANDUM OF UNDERSTANDING

Labor Management Committee Discussion of Call Burden for Surgical Services & Homes

Health and Hospice

Upon ratification of this agreement, the parties agree to convene labor management committee (LMC) within 30 days to meet and discuss on how to reduce the call burden experienced by Operating Room nurses and Home Health and Hospice. The discussions for each unit shall be held separately. Operating Room nurses will be included in the discussion for their unit. Home Health and Hospice nurses shall be included in the discussion for their unit. Topics to be discussed shall include but not be limited to staffing, incentive pay, and rotation of call.

OREGON NURSES ASSOCIATION             PEACEHEALTH PEACE HARBOR
                                          MEDICAL CENTER

By: ____________________________  By: ____________________________

Date: __________________________  Date: __________________________