ARTICLE 2 – DEFINITIONS

2.1 Nurse – a registered professional nurse in the bargaining unit who is currently licensed to practice professional nursing in Oregon.

2.2 Regular Nurse – A Full-Time Nurse or a Part-Time Nurse who is not a temporary or seasonal nurse.

2.3 Introductory Nurse – A nurse who has not completed 90 days of employment.

2.4 Full-Time Nurse – A Nurse who is regularly scheduled to work 72 or more hours per two-week pay period on a non-temporary basis.

2.5 Part-Time Nurse – A Nurse who is regularly scheduled to consistently work at least 48 but less than 72 hours per two-week pay period on a non-temporary basis.

2.6 Per Diem Nurse – A Nurse whose job status is "per diem," which means that the nurse is assigned by the Medical Center to work on an intermittent or unpredictable basis, as needed by the Medical Center. To maintain per diem status, a per diem nurse must make good faith reasonable efforts to be available to work at times needed by the Medical Center, for a minimum of the following (unless otherwise agreed to, in writing, by the Medical Center and the nurse) (a) one shift per pay period, including at least one weekend shift per month; (b) two (2) of the Medical Center-designated holidays. Per diem nurses will provide their shift availability according to the scheduling guidelines applicable to nurses.

2.6.1 Per Diem nurses hired after December 31, 2011 will be required to be available 48 hours per six-week schedule and two (2) of the Medical Center-designated holidays.
designated holidays, and, in departments that are open on weekends, at least one weekend shift per month (unless otherwise agreed to, in writing, by the Medical Center and the nurse).

2.7 Charge Nurse – A Nurse who has applied for and been awarded a position to assist and coordinate in the continuity of patient care responsibilities and clinical activities of an organized nursing unit, in addition to being responsible for the direct or indirect total care of patients as part of his/her normal assigned duties.

2.8 Relief Charge Nurse – A Nurse who has been trained to assume the duties of Charge Nurse, and is assigned by the Medical Center on a temporary basis to the position of Charge Nurse when no supervisor or Charge Nurse is performing that role. Any nurse who is trained to a relief charge nurse position must have a minimum of nine (9) months experience, unless the nurse signs a written consent to train as a charge nurse earlier.

2.9 Preceptor – A Nurse who has applied, been selected and completed the mandatory preceptor training and who has been assigned by the Medical Center to actively mentor any student for whom no instructor is on-site in the Medical Center, new hire or transferred employee for any shift or part of a shift. A nurse who currently serves as a preceptor without such formal training will continue to receive preceptor pay for all hours he or she is assigned by the Medical Center to mentor. Preference for preceptor assignments will be given to those nurses who have completed the preceptor training.

2.10 Resident – Registered nurse who has completed a pre-licensure nursing program and is newly licensed (twelve (12) months or less).
2.11 Fellow – Registered nurse with twelve (12) months of nursing experience but new to specialty of hire.
ARTICLE 3 – NON-DISCRIMINATION

3.1 Nondiscrimination. The Medical Center and the Association will comply with applicable local, state, and federal laws prohibiting discrimination in employment matters because of age, sex, race, creed, color, gender, mental or physical disability, sexual orientation, national origin, religious belief, marital status, veteran status; or any other legally protected status, including applicable laws regarding harassment and union/concerted activity.

3.1.1 Association Membership and Activities. The Medical Center will not discriminate against any nurse on account of lawful activity on behalf of the Association, provided however that the parties understand that any Association activity must not interfere with normal Medical Center routine, the nurse’s duties or those of other Medical Center employees. Neither party will discriminate against any nurse on account of membership or non-membership in the Association.

3.1.2 Compliance with the Americans with Disabilities Act (“the ADA”). The Medical Center and the Association agree that the Medical Center shall be permitted to take any and all actions necessary to comply with the ADA and to avoid liability under the provisions of the ADA. If such actions require the Medical Center to violate a provision of this Agreement, the parties agree to bargain with regard to the effect of such action on bargaining unit employees.

3.1.3 Reporting of Concerns about Harassment and/or Discrimination. Nurses are encouraged to utilize the Medical Center’s internal complaint reporting processes for reporting concerns regarding harassment and/or discrimination.
HOURS OF WORK

4.1 Basic Workweek. The basic workweek shall be forty (40) hours in a designated seven (7) day period, commencing at the start of the first shift that starts at or after 0001 on Sunday.

4.2 Meals and Breaks. During each nurse's workday, the nurse shall receive the following:

4.2.1 One paid fifteen (15) minute rest period during each tour (4) consecutive hours of work. Insofar as practicable, the breaks shall be near the middle of such work duration.

4.2.2 For each work period of more than six (6) hours. One uninterrupted meal period of one-half (1/2) hour on the nurse's own time, subject to the provisions below: The Medical Center will make good faith efforts to allow the nurses to take the meal period near the middle of the nurses' shift, subject to operational and patient care needs. If a nurse is specifically requested by the Medical Center to remain at or return to return to his/her duty station during a meal period, such period shall be paid time.

4.2.3 The Medical Center acknowledges the importance of breaks and meal periods to the nurses. The parties further acknowledge that the provision of regular rest periods requires appropriate staffing and scheduling, teamwork, professional accountability and charge nurse's involvement and may not be possible due to the nature and circumstances of work in an acute care facility (including emergent patient care needs, the safety and health of patients, availability of other qualified nurses to provide relief, and intermittent and unpredictable patient census and needs). It is understood that a missed break or
meal period due to any of the above referenced situations is not a basis for disciplinary action. The parties therefore agree to the following:

4.2.3.1 Scheduling of breaks is best resolved within the unit-based Practice Council where the affected nurses are involved in creative and flexible approaches to the scheduling of rest and meal periods.

4.2.3.2 Each unit will utilize missed meal and break information to develop a plan for scheduling nurses for the total amount of rest and meal periods set forth in this section, to be included in their staffing plan and subject to the following:

4.2.3.2.1 The UBPC plan must have the agreement of the unit manager and then be made available to the staff.

4.2.3.2.2 The preferred approach is to relieve nurses for two 15-minute rest periods and one 30-minute meal period within an 8-hour shift. Shift-based variances from the preferred approach may be made with the approval of the charge nurse on duty or the supervisor, if the charge nurse is not available.

4.2.3.2.3 The charge nurse/supervisor or manager will make reasonable efforts to provide the nurse with such break(s) or meal period. If a nurse believes that he or she is unable to take the breaks or meal periods described above, the nurse will inform his or her charge nurse (or supervisor, if the charge nurse is not available) as soon as possible. If the charge nurse is unable to provide assistance the nurse may contact the House Supervisor for assistance.
4.2.3.2.4 Consistent with ORS 653.077, nursing mothers who are breastfeeding a child age 18 months or younger will be entitled to additional break time of up to fifteen minutes (for a combined total of up to 30 minutes) as provided under state law. Spaces are provided for this purpose.

4.2.3.2.5 Each unit will review its written plan on no less than an annual basis to determine whether revision to the plan is necessary. Such revision will take place with input from the nurses on that unit as to whether the nurses are regularly receiving the opportunity to take meal periods and breaks. Each annual review will include a list of practices on the unit that have been successful in allowing nurses to regularly receive meal periods and breaks, as well as any challenges. This analysis will be provided in writing to the house-wide Staffing Plan Committee. The Staffing Plan Committee will maintain a list of the various successful practices on breaks and meal periods in the different units throughout the Medical Center, which will be made available to each unit-based practice council.

4.2.4 The Medical Center shall utilize break relief nurses in all units to provide adequate meal and break coverage.

4.2.4 If a nurse misses a meal or rest break, they will be paid double time for the missed break.

4.3 Overtime. Overtime compensation will be paid at one and one-half (1½) times the nurse's regular straight-time hourly rate of pay for all hours worked either (1) in excess of forty (40) hours in each workweek; or (2) in excess of eight (8) hours in
each day or 80 hours in a work period of fourteen (14) consecutive days, if pursuant to an agreement or understanding in writing between the nurse and the Medical Center.

4.3.1 Overtime compensation will also be payable for all hours worked in a shift in excess of the nurse's regularly scheduled shift duration. If the nurse has more than one regularly scheduled shift duration, the applicable shift duration for determining eligibility for overtime compensation under this section will be the duration specified for the shift to be worked.

4.3.2 When the applicable shift duration for determining eligibility for premium pay is less than 8 hours, excluding meal periods, overtime compensation will be paid only for hours worked in excess of 8 in the shift.

4.3.3 If a nurse is asked by another nurse to cover that nurse's shift, the nurse providing such coverage will be compensated at straight time for the length of that shift and will only receive daily overtime compensation for hours worked in excess of that shift's scheduled length.

4.4 Authorization of Overtime. When the need for overtime reasonably can be anticipated the nurse must obtain authorization in advance from the charge nurses on duty or the supervisor, if the charge nurse is not available.

4.5 Notice and Report Pay. Nurses who are scheduled to report for work and who are permitted to come to work without notification from the Medical Center (and such notice occurs if the Medical Center leaves a message on the nurse's phone) that no work is available in their regular assignments shall perform any nursing work to which they may be qualified and assigned.

4.5.1 If a nurse is not needed by the Medical Center and is not notified before the start of the next shift that he/she would have otherwise worked, he/she
shall receive 3 hours' pay in accordance with the provisions of this section.

4.5.2 The provisions of this section shall not apply if the lack of work is not within the control of the Medical Center or if the Medical Center makes a reasonable effort to notify the nurse by telephone not to report for work at least 90 minutes before his/her scheduled time to work. Nurses should notify the Medical Center of absence from work because of illness as far in advance as possible, but at least 90 minutes before the start of the shift.

4.5.2.1 If the Medical Center notifies a nurse that the nurse is not needed pursuant to Article 4.5.2 and then, before the start of the nurse's regularly-scheduled shift, determines that the nurse is needed to work, the nurse is not required to report to work. If the nurse does agree to report to work, the nurse will be paid from the beginning of his or her regularly-scheduled shift, provided that the nurse actually arrives at work within a reasonable time (with consideration given to the time needed by the nurse to drive to work). If the nurse has been placed on standby and is then called to report to work within 30 minutes of the start of the shift, the shift is still treated as a standby shift for purposes of call-back pay.

4.5.3 It shall be the responsibility of the nurse to notify the Medical Center of his/her current address and telephone number. Failure to do so shall exempt the Medical Center from the notification requirements and the payment of the above minimum guarantee.

4.6 Exhaustion. The parties jointly agree and recognize the importance that nurses only report to work if they are sufficiently rested to provide safe patient care. If a nurse works substantially longer than his/her scheduled shift the nurse will be offered a ten (10) hour rest period in accordance with the Nurse Staffing Law. Appropriate use of
this provision will not be the basis for discipline, nor will the Medical Center retaliate against any nurse who makes appropriate use of this provision.
ARTICLE 5 – WORK SCHEDULES

5.1 Work Schedules. The Medical Center and the Association support and encourage flexible scheduling practices. Schedules are best developed at the unit level. The Medical Center and the Association recognize that schedules impact staff ability to plan for life outside of work. Work schedules will be prepared for three (3) consecutive pay periods, which will be posted two (2) weeks before the beginning of the first of such pay periods. Prior to posting of the schedule, the Medical Center will make every effort to schedule bargaining unit nurses, including per diem nurses. No changes will be made to the schedule, once posted, without the nurse’s consent and the manager/supervisor’s approval.

5.2 Weekend Schedules. The Medical Center will continue its current policy of scheduling every other weekend off for Full-Time and Part-Time Nurses unless a nurse agrees voluntarily to work more frequent weekends in writing. (e.g., by using the alternate schedule forms or by the nurse entering his or her own schedule preferences in Kronos). Nurses will not be scheduled for consecutive weekends without their consent. If the Medical Center determines based on operational and patient care needs (provided that such discretion is not exercised arbitrarily), that weekend work can be less frequent than every other weekend, such schedules are permitted by this Agreement. If the Medical Center determines that there can be less frequent weekend work, preference for such reduced weekend work will be offered on a bargaining unit seniority basis, to the extent reasonably feasible.

5.3 Unit Based Scheduling. The Medical Center and Association support collaboration and self-scheduling. The Medical Center will seek input from the nurses in a given unit in creation of the schedule for that unit as self-scheduling promotes accountability and responsibility that leads to job satisfaction and personal growth.

A) The Medical center and the Association will allow unit based staff scheduling
for any unit that has a consensus of the unit's nurses for this practice.

B) The nurse or team of nurses assigned to the unit will take and maintain responsibility for assigning RNs into the unit's core schedule according to the provisions of this Agreement, core staffing guidelines, and the unit's staffing plan.

1. The nurses or team of nurses will be nominated and elected by a majority of nurses on the unit annually.

C) Units making use of this provision will determine their scheduling process, and assignments of the RN's into the core schedule will be a fair and equitable process.

1. Core schedules developed at the unit level and are maintained in Kronos Advanced Scheduler.

D) After the nurses or team of nurses have created the unit schedule, the manager will ensure the schedule is balanced or will make changes to balance the schedule.

E) The Association agrees that the nurse manager for such units has final approval for each schedule in a manner that is not arbitrary or capricious.

5.3.1 Schedule Regularity. Nurses do not have a guarantee of regular days off. The Medical Center will, however, make reasonable efforts to maintain regularity in nurses' scheduling patterns, consistent with patient care needs, and will, in good faith, attempt to equitably distribute such deviations among nurses on the unit and shift. When there are significant changes to the schedule, the Medical Center will discuss the proposed change(s) with the affected nurse(s) and will provide at least 14 days' notice of significant changes.
ARTICLE 5 – WORK SCHEDULES

5.1 Work Schedules. The Medical Center and the Association support and encourage flexible scheduling practices. Schedules are best developed at the unit level. The Medical Center and the Association recognize that schedules impact staff ability to plan for life outside of work. Work schedules will be prepared for three (3) consecutive pay periods, which will be posted two (2) weeks before the beginning of the first of such pay periods. Prior to posting of the schedule, the Medical Center will make every effort to schedule bargaining unit nurses, including per diem nurses. No changes will be made to the schedule, once posted, without the nurse’s consent and the manager/supervisor’s approval.

5.2 Weekend Schedules. The Medical Center will continue its current policy of scheduling every other weekend off for Full-Time and Part-Time Nurses unless a nurse agrees voluntarily to work more frequent weekends in writing. (e.g., by using the alternate schedule forms or by the nurse entering his or her own schedule preferences in Kronos). Nurses will not be scheduled for consecutive weekends without their consent. If the Medical Center determines based on operational and patient care needs (provided that such discretion is not exercised arbitrarily), that weekend work can be less frequent than every other weekend, such schedules are permitted by this Agreement. If the Medical Center determines that there can be less frequent weekend work, preference for such reduced weekend work will be offered on a bargaining unit seniority basis, to the extent reasonably feasible.

5.3 Unit Based Scheduling. The Medical Center and Association support collaboration and self-scheduling. The Medical Center will seek input from the nurses in a given unit in creation of the schedule for that unit as self-scheduling promotes accountability and responsibility that leads to job satisfaction and personal growth.

A) The Medical center and the Association will allow unit based staff scheduling
5.3.1.1 The Medical Center will attempt to avoid scheduling nurses with only a single day off between work days (unless such nurses provide written consent to the contrary).

5.3.2 Different Shifts. A nurse will not be required to alternate or work on a different shift, without the nurse’s consent.

5.3.3 Start/Stop Times. If it is necessary for the Medical Center to temporarily or permanently alter a nurse’s start/stop time, the following provisions apply:

5.3.3.1 The change must be made and the nurse must be notified prior to the time the schedule is posted;

5.3.3.2 There may be no more than a two (2) hour variance; and

5.3.3.3 The Medical Center must first seek volunteers from others on the unit and, if there are no such volunteers, the change will be made for the least senior qualified nurse on the unit and shift;

5.3.3.4 The Medical Center may initiate such changes to start and stop times no more than twice in any rolling twelve (12) month period.

5.4 Variable Shifts. The Medical Center may create and post positions that require the nurse holding such a position to work variable shifts, meaning a position without a regular shift worked. When the Hospital fills such a position, the Hospital will work with the nurse to minimize the impact of the variable shifts by communicating and collaborating with the nurse in the development of the nurse’s schedule. Unless a nurse is hired into a variable shift position, he or she will not be required to work on variable shifts.
shifts without the nurse's consent. The Medical Center will create no more than one variable shift position for each unit/department, except for those units/departments that have 40 or more nurse positions, in which case the Medical Center may create up to two such positions for each unit/department.

5.5 Work Beyond FTE. A nurse will not be required to work beyond his or her FTE, except in emergent circumstances.

5.6 Floating. All nurses on a unit may be required to float to another unit in the Medical Center, per the Floating Guidelines attached as Exhibit 1, (approved 2 8 18) with a minimum of one shift of orientation per year, prior to floating to another unit. However, a nurse will not be required to float to another unit when a qualified share-care, agency, traveler or other non-core staff RN (who has been oriented to float to the other unit) is working on the home unit.

5.7 Per Diem Nurses. After scheduling regular nurses, the Medical Center will identify holes (or gaps or open shifts) in the schedule, which may include pending vacation/PTO requests for holidays. The manager on a unit will communicate those holes to the per-diem nurses. From among the holes in the schedule, a per-diem nurse will indicate hours for which he/she is available. Per-diem nurses in a unit will be offered the opportunity to be placed on the schedule prior to temporary or agency nurses working in that unit. Per diem nurses in a unit will be offered the opportunity to commit to available work before such work is contracted for a unit to traveler nurses (at the time of contracting).

5.8 Extra Shift Availability. The Medical Center will make good faith efforts to notify nurses of the availability of extra shifts as soon as practicable once extra shifts become available.

5.9 Negotiating Team Schedules. The medical center staff and negotiating
team shall strive to schedule bargaining sessions sufficiently in advance to allow nurses to schedule their work around bargaining dates. If there are conflicts that cannot be addressed through shift trades, the Medical Center agrees it will release five members of the negotiating team from scheduled shifts to attend negotiation sessions without losing pay or using PTO, for the first 12 bargaining sessions of each contract. If there is an urgent patient care or operation need that prevents the nurse’s release, the Medical Center will notify the Association and the Nurse and the parties can determine whether to cancel the bargaining session.

The members of the Association negotiating team will attempt to adjust their schedules to accommodate negotiations including arranging for schedule trades, if they are unsuccessful, the members of the negotiation team should alert their managers, who will, when possible, release members of the negotiating team from scheduled shifts to attend negotiation sessions, subject to patient care needs and the operational needs of the Medical Center.
ARTICLE 6 – NURSING PRACTICE

6.1 Healthy Work Environment. The Medical Center, ONA, and the nurses at the Medical Center have a joint commitment and a shared interest in providing a healthy work environment, to support and foster excellence in the provision of patient care. The parties echo the statement from the American Association of Critical-Care Nurses that the nursing shortage cannot be reversed without a healthy work environment that supports excellence in nursing practice. Toward that end, the parties are committed to working together to address the elements of a healthy working environment and acknowledge the AACN statement: “Healthy work environments do not just happen. Therefore, if we do not have a formal program in place addressing work environment issues, little will change.”

6.2 Reporting of Concerns. The Medical Center supports and encourages nurses to raise and document any staffing concerns, without fear of retaliation. For specific staffing concerns, a nurse may use the Staffing Request and Documentation Form (SRDF). Nurses will submit completed forms to their manager, and the co-chairs of the House-Wide Staffing Committee. A nurse requested by the Medical Center to review an SRDF report they have submitted may have an Association representative present with them during this review. During a review of a submitted SRDF, the Medical Center may request additional information from the submitting nurse.

6.3 The Hospital Staffing Plan. As required by ORS 441.155 and applicable regulations. The Medical Center will maintain a written hospital-wide staffing plan for nursing services, which clearly delineates the decision-making tools and techniques for each unit to determine its appropriate staffing. The plan is developed, monitored, evaluated and modified by a hospital nurse staffing plan committee (“the Hospital Staffing Plan Committee”).

6.4 Hospital Staffing Plan Committee. The parties acknowledge the legal
requirements set forth in ORS441.154 and applicable regulations, including its enforcement mechanisms. The parties agree to the following specific contractual provisions regarding staffing and staffing committees:

6.4.1 The Medical Center Staffing Plan Committee will be comprised of equal numbers of Medical Center Nurse managers and direct care registered nurses as its exclusive membership for decision making.

6.4.2 Direct care registered nurse representatives will be selected by the direct care nurses, through a process determined by the bargaining unit.

6.4.3 Term or time on the Staffing Plan Committee will be set by the Staffing Plan Committee and will include rotational terms and the ability of nurses to serve multiple terms.

6.4.4 The Medical Center has defined the following specialty areas and will include at least one direct care registered nurse from each of the following specialty areas on the Hospital Staffing Plan Committee:

- Medical/Surgical
- Emergency Services
- Float Pool
- Interventional Cardiac Services
- Medical Telemetry;
- Birthplace
- Spine/Joint
- Critical Care
- Inpatient Rehab
- Perioperative Services

Changes to these arrangements may be made by mutual consent of the Medical Center and Association, in consultation with committee members.

6.4.5 The Staffing Plan Committee's decision making process will be by vote of the majority of voting members.
6.4.6  Meetings.

- The meetings of the Medical Center Staffing Plan Committee will be co-chaired by one direct care registered nurse and one hospital nurse manager.

- The Medical Center Staffing Plan Committee will determine how often it needs to meet to achieve its duties, but the Committee will not meet less than quarterly.

- The members of the Medical Center Staffing Plan Committee will be paid for the time spent during meetings. Additionally, each bargaining unit staff member shall be entitled to up to two (2) additional hours per month for preparation and information gathering, as assigned by the Medical Center Staffing Plan Committee, prior to the actual meeting. Such time shall not be subject to the daily overtime provisions of Section 4.3, and the nurse shall attempt to schedule such time to minimize weekly overtime.

- Minutes of the meetings will be taken and will be available for review by all nurses via the intranet.

- The annual schedule for meetings will be set in advance each January and available for review by nurses via the intranet. The Medical Center Staffing Plan Committee may cancel meetings but out of respect for the nurses' schedules it will not reschedule them.

- Each nurse on the Staffing Plan Committee is responsible
for communicating his/her name to their respective units.

- Nurses and/or representatives of the Association may request time on the agenda at the Hospital Staffing Plan Committee to raise issues or concerns related to staffing. Staff nurses may attend meetings as observers, on unpaid time, but may be excluded from a committee meeting by either co-chair for purposes related to deliberation and voting.

- Nurses participating on the Staffing Plan Committee will request time off to attend meetings in advance. When, despite such efforts, the nurse is scheduled to work on the date of the Staffing Plan Committee meeting, the Medical Center shall release Staffing Plan Committee members from duty so that they may attend scheduled Staffing Plan Committee meetings.

- Alternate direct care nurse Staffing Plan Committee members (as selected by nurses on their units) may attend Committee meetings when the primary Staffing Plan Committee member is unable to attend.

6.5 Professional Nursing Care Committee.

6.5.1 The nurses in the bargaining unit shall elect from its membership not to exceed six (6) members of the unit who shall constitute the Professional Nursing Care Committee. No patient care unit may have more than one representative on the Professional Nursing Care Committee. The PNCC shall elect one of its direct care nurse members to serve as chair.

6.5.1.1 Committee Liaison. The Chairperson of the PNCC may
attend part of the Nursing Operational Council ("NOC") meetings at the invitation of the NOC, or by request with the consent of the NOC.

6.5.2 This Committee shall meet not more than once a month at such times so as not to conflict with the routine duty requirements. The Medical Center will make reasonable efforts to release a PNCC member from duty to attend a meeting, provided that the nurses give his or her manager advance notice of the meeting. Each Committee member shall be entitled to up to two (2) paid hours per month at the nurse's regular straight-time rate for the purpose of attending Committee meetings.

6.5.3 The Committee shall prepare an agenda and keep minutes for all of its meetings, copies of which shall be provided to the Medical Center's Chief Nurse Officer within seven (7) calendar days after each meeting.

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

6.5.5 The Medical Center recognizes the responsibility of the Committee to recommend to the Nursing Operations Council measures that objectively improve patient care and the Nursing Operations Council will duly consider such recommendations and will so advise the Committee of action taken within a reasonable time frame.

6.6 Labor Management Committee (LMC)

6.6.1. The parties reiterate their mutual commitment to quality patient care. In a joint effort to ensure optimal nursing care and maintain professional
standards, a Labor Management Committee (LMC) shall be established to examine nursing practice, staffing and payroll issues; the status of outstanding grievances that are not disciplinary, notices and updates regarding unit restructures, key nursing initiatives (which could include Magnet status, Releasing Time to Care, Medicare Hospital Value Based Purchasing) and Medical Center workplace process improvement projects. Agendas will be developed jointly along with an annual calendar scheduling routine updates (where possible), including a schedule of staffing committee meetings and review of minutes. Failure of the Labor Management Committee to agree on a matter will not be grievable and will not be deemed to be a reopener of the Agreement.

6.6.2 The Association shall appoint four (4) members to the Labor Management Committee, at least three (3) of whom shall be employed by the Medical Center.

6.6.3 The Medical Center shall appoint four (4) members to the Labor Management Committee, and two (2) of them shall be the Chief Nursing Officer, and the Director of Human Resources, or such other persons as may be designated by either in their place(s).

6.6.4 The Labor Management Committee shall meet at least once a month, or as otherwise agreed to by the Medical Center and the Association, to accomplish its assignment. Nurse members and one (1) designated nurse alternate shall be paid up to three (3) hours per month for attendance at Labor Management meetings.
ARTICLE 7 – EMPLOYMENT STATUS

7.1 Introductory Period. A nurse will be in an introductory period for the first 90 calendar days of employment by the Medical Center. Neither discipline nor termination of employment of an introductory-period nurse will be subject to the grievance procedure under this Agreement.

7.2 Discipline. Nurses who have completed the introductory period may be disciplined for proper cause. Discipline may include verbal warning (Level one), written warning (which may include a final written warning) (Level two), suspension with or without pay, or termination of employment. These forms of discipline will generally be used progressively, but the Medical Center may bypass one or more of these forms of discipline for causes that it deems more serious.

7.2.1 Disciplinary action will be documented, in writing, and nurses will be given a copy of disciplinary action at the time it is administered.

7.2.2 Right to Representation. The Medical Center will tell a nurse either before or at the outset of an investigatory meeting if the investigation might lead to discipline and notify the nurse of their right to request that an Association representative be present during the meeting.

7.2.3 Review of Performance Following Discipline. Upon request from a nurse who has received discipline, the Medical Center will review the nurse's performance and provide a written summary addressing the nurse's efforts at resolving the issues that led to the discipline. In responding to such requests, the time between the original disciplinary action and the nurse’s request for a follow up review may be taken into account and reflected in the summary. The statement will be given to the nurse and placed in the nurse’s personnel file.
7.2.4 Under normal circumstances, the Medical Center will notify a nurse when the Medical Center (in its official capacity) reports a nurse to the Oregon State Board of Nursing in connection with any disciplinary action. Failure to notify a nurse of a report to the Board of Nursing will not and cannot affect any action that might be taken by the Medical Center and/or the Board of Nursing.

7.2.3 Nurses shall not be disciplined based solely upon data from the call light locator system.

7.3 Coaching. The purpose of coaching (relatively informal discussions about a nurse’s skills, performance or adherence to Medical Center rules or policies) is to provide feedback to the nurse to help him/her develop skills, improve performance, or better adhere to Medical Center rules or policies. Coaching is by itself not disciplinary action.

7.4 Individual Work Plans. Work plans are not disciplinary actions. The goal of a work plan is to help a nurse to develop skills and/or improve performance.

7.4.1 Work plans will outline job requirements, performance expectations, and objectives. The Medical Center will seek input from a nurse in the development of a plan. The nurse may request assistance from an Association representative and representation in meeting with the supervisor, with the goal of helping create and facilitate an effective work plan. However, the Medical Center has the right to determine when to implement a plan and to decide on the terms set forth in the development or work plan.

7.4.2 If a plan is in place and there is a significant change in circumstances (e.g., significant change in workload or assignment), the nurse may request an adjustment to the plan to address the changed circumstances.

7.4.3 If a plan is in place and there is a significant change in
circumstances (e.g., significant change in workload or assignment), the
nurse may request an adjustment to the plan to address the changed
circumstances.

7.4.4 A work plan will only be referenced in a later corrective action within
a one (1) year period after completion of the work plan.

7.5 Attendance Unplanned and unreported absences, including tardiness or
partial day absences, may result in disciplinary action up to and including termination.
Nurses are expected not to exceed a total of five (5) occurrences of unscheduled,
unapproved absences or tardy events in a rolling twelve (12) month period. Consecutive
day absences from scheduled shifts for the same reason are counted as one (1)
ocurrence. Planned absences related to family medical leave, military leave, work-
related illness or injury, jury duty, bereavement leave and other approved bases are not
counted as occurrences under this policy, unless related to an intermittent leave and the
employee does not appropriately communicate the time off as intermittent leave, in
accordance with the Medical Center’s practice or instructions. Nurses are expected to
give notice of the need for time away whenever possible.

7.4 Resignation. A nurse will give the Medical Center at least two weeks’
written notice of intended resignation.

7.5 Notice of Discharge. Except for nurses who are discharged for proper
cause, the Medical Center will provide two (2) weeks’ notice of discharge to regular
nurses who have completed their introductory period. If less than two weeks’ notice is
given, the Medical Center will pay the nurse for the hours that he/she would have
worked during that part of the two (2) week period for which such notice was not given.

7.6 Personnel Files. Nurses may have access to their personnel files in
acquaintance with Oregon Revised Statutes 652.750, and may receive one (1) certified copy per year at no cost.

7.7 **Eligibility for Re-Hire.** Any nurse who has been designated as ineligible for rehire may submit to Human Resources a request for an exception to such status. Such requests may be approved by Human Resources and appropriate senior leadership on a case-by-case basis.
ARTICLE 9 – EDUCATION

9.1 The Medical Center agrees to maintain a continuing in-service education program for nurses covered by this Agreement. If a nurse is required to attend a staff meeting or in-service outside his or her normal shift, the hours of attendance are treated as time worked.

9.2 The Medical Center will pay those expenses reasonably incurred and consistent with the Medical Center policy for education and training programs that it requires (including certifications it requires). This provision applies to courses required to obtain, maintain or advance core competencies, certifications, and education provided that the nurse takes reasonable steps to access such education and/or training at the least expensive alternative and that the education and/or training is successfully completed before the required certification/competency lapses.

9.3 The Medical Center will annually provide twenty-four (24) sixteen (16) hours of paid educational leave for each nurse who worked at least 550 hours for the Medical Center in the preceding twelve (12) months. Nurses will request paid hours consistent with scheduling timelines for requesting PTO. Forms for such requests are available via the PMMC intranet.

9.4 The educational leave described herein must be educational programs for nurses to acquire new knowledge related to the practice of nursing, update nursing knowledge and skills, and/or maintain certifications.

9.4.1 Educational leave may not be carried over from one year to the next.

9.4.2 The nurse may be requested by his or her manager to share the knowledge learned from the educational program with other nurses.
9.4.3 The Medical Center may grant additional paid or unpaid educational leave in cases it deems appropriate.

9.4.4 The hours allotted above do not include education hours necessary for a regular or per diem nurse to obtain or maintain a certification required by the Medical Center for the nurse's unit, provided that the nurse takes reasonable steps to access such education and/or training before the required certification/competency lapses.

9.4.5 A newly hired regular nurse may apply to use educational leave in the calendar year in which the nurse reaches his or her first anniversary date of employment as a nurse, but only after the nurse's anniversary date.

9.5 The Medical Center will provide up to $35,000 in each year of the contract for assistance in paying for registration fees, required materials, travel, lodging, meals, and parking in conjunction with educational courses for regular nurses and for per diem nurses who have worked at least 550 hours for the Medical Center in the preceding twelve (12) months. If the 2018 fund allocation is exhausted, the 2019 allocation will be $35,000. There will be no carryover to the next calendar year, although the Medical Center will accept requests for reimbursement received through January 31 for expenses incurred in the preceding calendar year. A regular nurse will be eligible for a maximum of $600 per year unless any part of the above annual amount remains undistributed at the end of the calendar year, in which case individual nurses' expenses in excess of $600 will be reimbursed on an equitable basis up to the annual amount, provided, however that no nurse will be reimbursed more than $1100.

9.5.1 The Medical Center and PNCC will develop a procedure for
processing payment for amounts above.
ARTICLE 13 – COMPENSATION

13.1 Wage Increase and Wage Scale. Wages and wage adjustments shall be as indicated in Appendix A. *(note: Appendix A to be finalized; we propose across the board raises of 6.5% per year, retroactive to April 1, 2020, for the term of the contract)*.

<table>
<thead>
<tr>
<th>Step</th>
<th>Less than 1 year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1</td>
<td>At least 1 year but less than 2 years</td>
</tr>
<tr>
<td>Step 2</td>
<td>At least 2 years but less than 3 years</td>
</tr>
<tr>
<td>Step 3</td>
<td>At least 3 years but less than 4 years</td>
</tr>
<tr>
<td>Step 4</td>
<td>At least 4 years but less than 5 years</td>
</tr>
<tr>
<td>Step 5</td>
<td>At least 5 years but less than 6 years</td>
</tr>
<tr>
<td>Step 6</td>
<td>At least 6 years but less than 7 years</td>
</tr>
<tr>
<td>Step 7</td>
<td>At least 7 years but less than 8 years</td>
</tr>
<tr>
<td>Step 8</td>
<td>At least 8 years but less than 10 years</td>
</tr>
<tr>
<td>Step 9</td>
<td>At least 9 years but less than 10 years</td>
</tr>
<tr>
<td>Step 10</td>
<td>At least 10 years but less than 11 years</td>
</tr>
<tr>
<td>Step 11</td>
<td>At least 11 years but less than 12 years</td>
</tr>
<tr>
<td>Step 12</td>
<td>At least 12 years but less than 13 years</td>
</tr>
<tr>
<td>Step 13</td>
<td>At least 13 years but less than 14 years</td>
</tr>
<tr>
<td>Step 14</td>
<td>At least 14 years but less than 15 years</td>
</tr>
<tr>
<td>Step 15</td>
<td>At least 15 years but less than 16 years</td>
</tr>
<tr>
<td>Step 16</td>
<td>At least 16 years but less than 17 years</td>
</tr>
<tr>
<td>Step 17</td>
<td>At least 17 years but less than 18 years</td>
</tr>
<tr>
<td>Step 18</td>
<td>At least 18 years but less than 19 years</td>
</tr>
<tr>
<td>Step 19</td>
<td>At least 19 years but less than 20 years</td>
</tr>
<tr>
<td>Step 20</td>
<td>At least 20 years but less than 21 years, and 6 years at the Medical Center</td>
</tr>
<tr>
<td>Step 21</td>
<td>At least 21 years but less than 22 years</td>
</tr>
<tr>
<td>Step 22</td>
<td>At least 22 years but less than 23 years, and 7 years at the Medical Center (effective January 2015)</td>
</tr>
<tr>
<td>Step 23</td>
<td>At least 23 years but less than 24 years</td>
</tr>
<tr>
<td>Step 24</td>
<td>At least 24 years but less than 25 years</td>
</tr>
</tbody>
</table>
13.2 Nurses will progress to the next step on the scale on the anniversary of the nurse's hire date, provided that on such date the nurse satisfies the following requirements:

13.2.1 The nurse has completed at least the years of acute care registered nurse experience (and at least six (6) years of service with the Medical Center to progress to Step 20, at least seven (7) years of service with the Medical Center to progress to Step 22, and at least eight (8) years of service with the Medical Center to progress to Step 25) that correspond to the next step; and

13.2.2 The nurse has worked at least 832 hours in that anniversary year. If a nurse has not worked at least 832 hours, the nurse's advancement to the next wage step will be delayed until completion of 832 hours of work; and

13.2.3 The nurse has maintained current licensure and mandatory certification requirements for the 12 months preceding the evaluation;

13.2.4 The nurse has successfully completed annual mandatory in-service, training and/or education in the required time frame, unless the nurse made reasonable good faith efforts to complete the in-service, training and/or education, but was unable to do so through circumstances outside of his/her control. A nurse who is not eligible for a step increase as a result of the application of this 13.2.2.4, will nonetheless be eligible for the step increase after 180 days, provided that as of that date the nurses has completed the in service training and/or education.

13.3 Wage Rates for Red-Circled Nurses

13.3.1 Red-circled Nurses. A nurse who was not placed on a step because his/her wage rate was higher than his/her years of experience is "red-circled." A "red-circled" nurse will not receive an increase until she/he has the
years of experience that would equate to his/her current rate. Until then, each red-circled nurse will receive a lump sum bonus on the anniversary of his/her hire date in each on-date of ratification in 2018, and January 2019, increase to the step scale implemented at that time for all other nurses in the bargaining unit, based on the amount of his or her wages in the preceding 12-month period.

13.3.4 Credit for Prior Experience. A newly hired nurse may be hired at any Step, but not less than the Step number that corresponds with the number of years of the nurse's related experience as a nurse employee of an accredited acute care hospital(s). A year of experience under this section is 1,872 hours of the related work (to be prorated for fewer hours in a year). The Medical Center may, in its discretion and in consultation with the Association, place a newly hired experienced nurse at a higher step rate of pay.
ARTICLE 14 – OTHER PAY PRACTICES

14.1 Certification Differential.

14.1.1 A nurse who obtains and maintains a nationally recognized nursing certification listed in the Medical Center’s nursing policy on certifications will be paid a differential of $2.00 per compensated hour. Additional certifications may be recognized by the Medical Center, and recommended by PNCC.

14.1.2 The nurse must have a current nationally recognized certification on file with Human Resources. Initial eligibility for the certification differential will begin on the first full pay period following submission to Human Resources. Eligibility for the certification differential will cease beginning with the first full pay period following the expiration date of the certification, unless the nurse submits proof to Human Resources of certification renewal before that date. If the proof is submitted to Human Resources within sixty days after that date, the certification differential will be paid from the renewal date. If the proof is submitted Human Resources more than sixty days after the renewal date, the certification differential will be resumed beginning with the first full pay period following the submission.

14.1.3 Nurses with multiple recognized certifications will receive the certification differential for a maximum of two (2) one (1) certification.

14.2 BSN Differential: Nurses with a bachelors, masters, or PhD of nursing degree will be paid a 5% differential for all hours worked for a maximum of (1) degree or doctors.
14.32 Shift Differentials. A nurse will be paid shift differentials when the majority of a nurse's hours worked fall within the applicable shift.

14.32.1 The shifts are defined below. When the nurse's hours on a particular shift are evenly split, the nurse will receive the higher differential.

<table>
<thead>
<tr>
<th>Majority of the nurse's hours are between</th>
<th>Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 a.m. and 3 p.m.</td>
<td>Day</td>
</tr>
<tr>
<td>3 p.m. and 11 p.m.</td>
<td>Evening</td>
</tr>
<tr>
<td>11 p.m. and 7 a.m.</td>
<td>Night</td>
</tr>
</tbody>
</table>

14.3.2 Evening Shift Differential: Nurses will be paid an evening shift differential of $2.15.

14.3.3 Night Shift Differential: Nurses will be paid a night shift differential of $5.50 $4.50 per hour.

14.43 Charge Nurse Differential. Charge Nurses shall be paid a differential of $3.60 $3.00 per hour in addition to their applicable hourly rate of pay for all compensated hours.

14.54 Relief Charge Nurse Differential. Relief Charge Nurses shall be paid for hours worked in such position a differential of $3.60 $3.00 per hour in addition to their applicable hourly rate of pay exclusively for hours worked as the charge nurse. The Relief Charge Nurse differential shall be paid exclusively for hours worked and shall not be included in any other form of compensation or benefits.

14.65 Team Lead Differential. Nurses assigned by the Medical Center to be
Team Leads in the Operating Room shall be paid a differential of $3.00 per hour for hours worked in such position a differential of $2.70 per hour in addition to their applicable hourly rate of pay for all compensated hours.

14.76 **Preceptor Differential.** A nurse assigned as a preceptor will be paid a differential of $1.60 per hour worked as a preceptor. This differential will not be paid for any unworked hours or for any hours when the nurse is not working as a preceptor.

14.87 **Weekend Differential.** A nurse will be paid a weekend differential of $1.70 per hour worked on a weekend shift. No weekend differential will be paid for any unworked hours.

14.98 **Float Differential.** For all nurses employed as designated float pool nurses at the time of ratification of this agreement, the Medical Center will pay a 15% differential. That differential will not apply to any nurses hired into the float pool after December 31, 2011.

14.109 **Per Diem Nurses.** A per diem nurse will receive a differential of 15% of the nurse’s base wage rate per compensated hour.

14.11 **Extra Shift.** A full-time or part-time nurse will be paid an extra shift differential of $18.00 $13.00 per hour ($14.00 per hour on weekend shifts) for all hours worked per week in excess of the number of the nurse’s regularly scheduled hours (including regularly scheduled weekend hours) for the week when such excess hours result from the nurse’s working extra shift(s) of at least four (4) hours each in duration, when requested by the Medical Center, Within 14 days of the shift. For the purposes of the preceding sentence, regularly scheduled hours actually worked, regularly scheduled hours not worked because of the application of MDO, and regularly scheduled hours not worked because the Medical Center has required attendance at a specific education
program, will be counted as regularly scheduled hours worked for the week. Hours worked in determining eligibility for this extra shift differential will not include hours worked as a result of trades.

14.11.0.1 If a full-time or part-time nurse’s FTE status is reduced at the nurse’s request, the extra shift differential will be payable to the nurse only for extra shifts worked in excess of 36 regularly compensated hours per week for the first 13 full pay periods following the nurse’s FTE reduction or change in status. This provision will not apply, however, if a nurse reduces his/her FTE from 1.0 to .9 FTE by accepting a full-time 36-hour per week position.

14.10.2. No extra shift differential will be paid for any unworked hours.

14.11 Standby. The following standby compensation policies shall apply:

14.11.1 Nurses in units other than those listed in 14.11.2 and nurses in the units listed in 14.11.2 who are not on scheduled standby will be paid $3.85 for each hour of standby assigned by the Medical Center.

14.11.2 Nurses scheduled for on standby in the procedural areas (OR, PACU, Cath Lab, Nuclear Medicine, birthplace and Endoscopy) will be paid $5.00 for each such hour of scheduled standby.

14.11.3 Time actually worked on a call-back while on standby shall be paid for at one and one-half (1-1/2) times the nurse's regular straight-time hourly rate of pay for a minimum of three hours. Such call-back pay rate will begin with the time the nurse actually begins working during the standby period, and the standby compensation will continue during call-back hours worked.
14.11.4 Call back hours worked during evening and night shifts will be paid the appropriate shift differential.

14.11.5 Nurses on call-back who complete the standby assignment and are subsequently called back within the original three-hour period will receive only the minimum three hours of call-back pay (not a three-hour minimum for each occurrence within such three-hour period).

14.12 **Calculation of Overtime.** The differentials in this Article will be included in each nurse's regular rate of pay, as applicable, for purposes of calculating overtime under the Fair Labor Standards Act.

14.13 **Pyramiding.** There shall be no pyramiding of time-and-one-half and/or greater premiums under this Agreement.
ARTICLE 17 - PAID TIME OFF

17.1 Paid Time Off. The Paid Time Off ("PTO") program encompasses time taken in connection with vacation, illness, personal business, and holidays. Except for unexpected illness or emergencies, PTO should be scheduled in advance.

17.2 Accrual. Each regular full-time and part-time nurse regularly scheduled to work an average of at least 24 hours per week shall accrue PTO as follows:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Rate of Accrual/Paid Hour</th>
<th>Approximate PTO Earned Each Year for Full-Time Employees (days = 8 hours)</th>
<th>Maximum Accruals (days = 8 hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>0.1004 hours</td>
<td>188 or 23.5 days</td>
<td>224 hours or 28 days</td>
</tr>
<tr>
<td>3 to less than 5 years</td>
<td>0.1122 hours</td>
<td>233 hours or 29 days</td>
<td>276 hours or 34.5 days</td>
</tr>
<tr>
<td>First 5-years</td>
<td>0.088462</td>
<td>-184 hours or 23 days</td>
<td>276 hours or 34.5 days</td>
</tr>
<tr>
<td>5 to less than 10 years</td>
<td>0.1197 hours</td>
<td>249 hours or 31 days</td>
<td>336 hours or 42 days</td>
</tr>
<tr>
<td>After 5-years</td>
<td>0.107693</td>
<td>-224 hours or 28 days</td>
<td>336 hours or 42 days</td>
</tr>
<tr>
<td>10 to less than 15 years</td>
<td>0.1314 hours</td>
<td>273 hours or 34 days</td>
<td>396 hours or 49.5 days</td>
</tr>
<tr>
<td>After 10-years</td>
<td>0.126924</td>
<td>264 hours or 33 days</td>
<td>396 hours or 49.5 days</td>
</tr>
<tr>
<td>15 or more years</td>
<td>0.1389 hours</td>
<td>289 hours or 36 days</td>
<td>396 hours or 49.5 days</td>
</tr>
</tbody>
</table>

17.3 Definition of a Paid Hour. A paid hour under 17.2 above will include only hours directly compensated by the Medical Center, and mandatory days off, and will exclude standby hours, hours compensated through third parties, hours paid in lieu of notice of termination, overtime hours or hours while not classified as a benefit-eligible nurse. A paid hour includes hours taken as PTO and EIT. Notwithstanding the prior provision, a nurse will not accrue PTO on any hours above 2,080 per year.
17.3.1 Effective the pay period following ratification, The Medical Center will permit nurses to accrue PTO on all MDO hours, even if the nurse otherwise works his/her FTE in that workweek.

17.4 Pay. PTO pay will be at the nurse’s straight-time hourly rate of pay, including regularly scheduled shift differentials at the time of use. PTO pay is paid on regular paydays after the PTO is used.

17.5 Scheduling. Except for unexpected illness or emergencies, PTO should be scheduled in advance using the automated timekeeping system (Kronos). Such requests may be submitted up to twelve (12) months in advance of the requested PTO time. If a nurse requests PTO after the unit schedule is posted, the nurse must arrange for his or her own replacement and obtain the approval of his or her manager.

17.5.1 If more nurses within a unit request PTO for the same time period than the Medical Center determines to be consistent with its operating needs per unit specific core staffing guidelines, then PTO requests will be granted in order of date received. In the event that competing requests were submitted on the same date, the nurse with the highest seniority shall have his/her request granted. If those two registered nurses have the same seniority, the issue will be decided by a flip of a coin. However, requests for time off that include a holiday will be granted on a rotating basis.

17.5.2 Duration of Time Off. The Medical Center may limit PTO to no more than sixteen (16) consecutive days during peak times (defined as PTO including June, July and August; Thanksgiving week; and the two weeks including Christmas and New Year). Requests for longer periods of time off during such peak times may be granted at the discretion of the Medical Center.
ARTICLE 19 - LEAVES OF ABSENCE

19.1 Requests for Leave. Leaves of absence may be granted at the option of the Medical Center for good cause shown when applied for in writing in advance. Leaves of absence will be granted only in writing. Requests for leaves of absence should be submitted in advance of requested leave date to the greatest extent possible. The Medical Center will respond within two (2) weeks of receipt of request.

19.2 Return from Leave. Nurses who return from leaves of absence shall be restored to their former shift and assignment as required by applicable federal and Oregon law, or when the employee’s continued use of accrued paid benefits exceeds the applicable federal and Oregon law. Nurses who return from a leave of absence longer than the prior provision but less than six (6) months will be reinstated to a position on the nurse’s former unit and shift, if such position is vacant.

19.3 Family and Medical Leave. Family and medical (including parental and pregnancy) leaves of absence will be administered by the Medical Center consistent with applicable federal and Oregon law. Such a leave of absence will be unpaid only after the nurse has exhausted all PTO and, if applicable, EIT that she/he is eligible to take.

19.4 Military Leave. Leaves of absence for service in the armed forces of the United States will be granted in accordance with federal law. A leave of absence granted for active military duty, may be charged as PTO unless requested by the nurse to take as unpaid time.

19.5 Bereavement Leave. The Association and the Medical Center agree on the importance of time for grieving when a family member dies. To honor this, a regular full or part-time nurse who has a death in his/her family will be granted three (3) days off with pay due to the death of a family member, provided that the leave is taken within a
reasonable time of the family member's death. For purposes of this section, "family member" shall be defined as parent, mother-in-law, father-in-law, spouse, child (including a foster child then residing with the nurse or spouse's child), daughter-in-law or son-in-law, grandparent, grandchild, sister or brother, sister-in-law or brother-in-law, or other person who is eligible for participation under the nurse's insurance plan.

Out of respect for the needs of the person and the Medical Center, requested time off shall be identified and scheduled with the manager as soon as arrangements are known. Further, all parties agree that this bereavement leave is intended for family members as defined above. Nurses may request other leave for any other person whose association with the nurse was similar to any of the above relationships, and Medical Center will seek to accommodate such requests.

19.6 Jury Duty Leave. A nurse who is required to perform jury duty will be permitted the necessary time off to perform such service, and he/she will be paid his/her regular straight-time pay for the scheduled workdays he/she missed, provided that he/she has made arrangements with his/her supervisor in advance. The nurse must furnish a signed statement from a responsible officer of the court as proof of jury service. A nurse must report for work if his/her jury service ends on any day in time to permit at least four (4) hours' work in the balance of his/her normal workday. Nurses who work night shift will not be required to work the night shift immediately prior to jury duty or the night shift which occurs following a jury duty assignment (2300 to 0700 hours).

19.7 Witness Leave. Nurses who are subpoenaed to appear as a witness in a court case, in which neither nurses nor the Association is making a claim against the Medical Center, involving their duties at the Medical Center, during their normal time off duty will be compensated for the time in court at their straight-time rate of pay, not including shift differential, provided that the subpoenaed nurse notifies the Medical Center immediately upon receipt of the subpoena.
19.8 Leave Due to Infection Control Protocol. When the Medical Center requires an asymptomatic RN who is apparently healthy and capable of working to miss scheduled work pursuant to the Medical Center identification of a potential communicable diseases or a public health directive:

19.8.1 The nurse will be offered available and suitable work to make up the lost scheduled hours, if this can be done without risk of infection to other employees;

19.8.2 Alternatively, the Medical Center will pay the nurse for the lost scheduled hours at the nurse base rate.

19.8.3 The Medical Center will pay for testing and treatment expenses.

This section does not apply when a nurse is actually sick or injured. In such event, normal PTO and EIT utilization and eligibility or workers' compensation will apply.

19.98 Benefits While on Leave. A nurse will not lose previously accrued benefits as provided in this Agreement but will not accrue additional benefits during the term of a properly authorized leave of absence except those defined by law, policy and procedure or expressed in this agreement.
ARTICLE 20 – ASSOCIATION BUSINESS

20.1 Access to Premises. Duly authorized representatives of the Association shall be permitted at reasonable times to enter the facilities operated by the Medical Center for purposes of transacting Association business for this bargaining unit and observing conditions under which nurses are employed. The Association will inform the Director of Human Resources or his or her designee in advance of any transaction. The bulletin-board space shall be provided in the staff lounge in 3-Spine/Total Joint, Med/Surg, Telemetry, Birthplace, IVCR, PACU, OR, Short Stay/Endoscopy, Inpatient Rehabilitation, Surgical Services, Emergency, and Critical Care Units when he or she is on the premises. Transaction of any business shall be conducted in an appropriate location subject to general Medical Center rules applicable to non-employees, shall not interfere with the work of any employees or with patient-care needs, and shall be directly related to contract negotiation and administration matters.

20.2 Bulletin Boards. The Medical Center will provide posting space for the Association of approximately 18" x 24" in the staff lounges on the units listed below in the staff lounge or other designated area, and half of the bulletin located near Mary Norbert Hall (and a designated bargaining unit officer will be given a key to the lock), which will be the exclusive places for posting of Association-related notices. Such postings will be limited to (1) notices stating the date, time, and place of Association meetings for bargaining unit members, with a limited description of the topic, and (2) notices that relate to contract administration. A copy of any notice to be posted shall be given to the Medical Center's Human Resources Department.

20.3 Orientation. The Medical Center will provide forty-five (45) fifteen (15) minutes prior to the scheduled end of the new hire nursing orientation for a bargaining unit nurse designated by the Association to discuss contract negotiation and administration matters with newly hired nurses. The Medical Center will notify the Association or its designee of the date of nursing orientation. A newly hired nurse who
attends the meeting with the Association will be paid for the forty-five (45) fifteen (15)-minute period.

20.4 Information Provided to the Association.

20.4.1 The Medical Center shall furnish the Association upon request all reasonably available factual information necessary to its function as exclusive bargaining representative.

20.4.2 The Medical Center will provide to the Association (1) on a quarterly basis, a list of nurses in the bargaining unit, including the following information: nurse's name, address, phone number (unless the nurse requests that the Medical Center not provide a phone number), department, seniority date, FTE status, regular shift, date of termination (if applicable), and beginning date of leave (if applicable); and (2) on a monthly basis, a list of newly-hired nurses and nurses whose bargaining unit employment has ended, including the nurse's name, address, department, and date of termination (if applicable). The parties will agree on a specific identifying numbering system for employees to be included with each of the above lists. Such lists shall be provided in electronic format (Microsoft Excel or similar format) and include the following:

- Full names
- Name changes, if any
- Home address
- Mailing address
- Phone number
- Email address
- Full-time Equivalency or status of employment
- Unique employee identifier
- RN license number
- Unit
- Shift
- Title or position
- Year to date actual hours worked
- Date of hire
Seniority Date
Hours worked in the previous two pay periods
Unit transfer dates, if any
Termination dates, if any
Demographic information

20.4.3 At least 15 days before the first time that the Medical Center provides a list that includes nurses' phone numbers, the Medical Center will inform all nurses that it intends to provide such information and nurses will have the opportunity to indicate any objection to providing his/her own phone number.

20.4.4 New Non-Bargaining Position Postings Requiring RN License. PMMC will provide the Association with written notice of new non-bargaining unit position job titles or codes, and the new job description, for which an RN license is required. Such notice will be given at least fourteen (14) days before the new position is posted.

20.5 Information from the Association. The Association will provide the Medical Center with a written list of the names of the nurse(s) designated as the Association representative(s) (stewards).

20.6 Copies of the Agreement. The Association will provide copies of this Agreement to members of the bargaining unit.
ARTICLE 21 - MANAGEMENT RIGHTS

21.1 The Association recognizes the Medical Center's right to operate and manage the Medical Center and that the Medical Center has the obligation to provide medical and treatment services and related health care within the community.

21.2 Except as particular matters are specifically limited by this Agreement, the Medical Center has the exclusive right to operate and manage the Medical Center, and the Medical Center retains all rights, powers, and authority inherent in the management function, including, but not limited to, the right to extend, limit, consolidate, or discontinue operations and services, and employment pertaining thereto, to determine the methods and means for providing services; to determine the kind and location of facilities; to administer and control the premises, facilities, utilities, equipment, and supplies; to select, hire, classify, train, orient, promote, transfer, assign, direct, reward, demote, layoff, and supervise nurses, to take corrective action; to determine work schedules; to direct employees and determine job assignments; to formulate, modify, and assess qualifications and standards of performance and attendance; to determine staffing requirements; and to utilize suppliers, subcontractors, and independent contractors as it determines appropriate, including the right to use traveling, agency, or temporary personnel. This list is illustrative only, and should not be construed to restrict or limit those prerogatives not mentioned which are inherent in the management function.

21.3 The only limits on the Medical Center's right to operate and manage the Medical Center are those specifically expressed in this Agreement. If not expressly and specifically limited by this Agreement, all rights are subject to the Medical Center's exclusive control.

21.4 The Medical Center has the right to establish, change, modify, interpret, or discontinue its policies, procedures, and regulations, so long as they do not modify
terms of employment addressed in this agreement.
ARTICLE 22 – GRIEVANCE PROCEDURE

22.1 Grievance Definition and Application. A grievance is defined as any dispute by a nurse over the Medical Center’s interpretation and application of the provisions of this Agreement. The Medical Center and the Association have the shared goal that grievances be heard promptly, acted upon in a timely manner, and, when feasible, effectively resolved.

22.1.1 During a nurse’s introductory period, the nurse may present grievances under this Article to the same extent as a post-introductory period nurse, except that discipline and continued employment of an introductory period nurse will be determined exclusively by the Medical Center and will not be subject to this Article.

22.2 Informal Resolution. A nurse who believes that the Medical Center has violated provisions of this Agreement is encouraged to discuss the matter with the nurse’s immediate supervisor before undertaking the following grievance steps.

22.3 Grievance Process. A grievance will be presented exclusively in accordance with the following procedure:

22.3.1 Step 1 -- If a nurse has a grievance, he or she may submit it in writing to the nurse’s Nurse Manager, with a copy to the Human Resources department, within fifteen (15) calendar days after the date when the nurse had knowledge or, in the normal course of events, should have had knowledge of the occurrence involved in the grievance. Fifteen (15) calendar days after the date of notice of any discharge or other discipline which is the subject of the grievance. The written grievance will describe the alleged violation of this Agreement and the date of the alleged violation, identify the Agreement provision alleged to have been violated, and set forth the nurse’s proposed resolution of the grievance. The
Nurse Manager will review the grievance and transmit a written reply within fifteen (15) calendar days of receiving the written grievance.

22.3.2 Step 2 -- If the grievance is not resolved, the nurse may submit the grievance in writing to the Medical Center's Nurse Executive within fifteen (15) calendar days after the date the nurse received the Medical Centers Step 1 reply. If the has not received a reply from his/her nurse manager, the nurse may contact Human Resources for assistance. The Nurse Executive, or his or her designee, will review the grievance and offer to meet with the grieving nurse and an Association representative. Within fifteen (15) calendar days after a meeting between such Medical Center representative, the grievant, and the grievant's Association representative, the Nurse Executive, or designee, will transmit a written decision to the grievant and the Association.

22.3.3 Step 3 -- If the grievance is not resolved to the nurse's satisfaction at Step 2, the nurse may present the grievance in writing to the Medical Center's Administrator within fifteen (15) calendar days after receipt of the reply in Step 2. The Administrator will review the grievance and do one of the following:

22.3.3.1 Transmit a written answer within fifteen (15) calendar days of receiving the submission; or

22.3.3.2 Meet with the grievant, grievant's representative, and the Nurse Executive to discuss the grievance. If the Medical Center Administrator chooses to convene such a meeting, the Medical Center Administrator shall transmit a written response to the grievant and the Association within fifteen (15) calendar days of the meeting.

22.3.4 Step 4 -- If the grievance is not resolved to the nurse's satisfaction
at Step 3, the Association may submit the grievance to an impartial arbitrator for determination. If it decides to do so, the Association must notify the Administrator in writing of such submission not later than ten (10) days after receipt of the Administrator’s Step 3 response or, if such response has not been received, within twenty (20) days after proper presentation of the grievance to Step 3.

If the parties are unable to mutually agree upon an arbitrator at Step 4, the arbitrator shall be chosen from a list of five (5) names from Oregon furnished by the Federal Mediation and Conciliation Service. The parties shall alternately strike one (1) name from the list, with the first strike being determined by a flip of a coin, and the last name remaining shall be the arbitrator for the grievance.

The arbitrator’s decision shall be rendered within thirty (30) days after the grievance has been submitted to the arbitrator, unless the parties by mutual agreement extend such time limit.

The decision of the arbitrator shall be final and binding on the grievant and the parties, except that the arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement or to impose any obligation on the Association or Hospital not expressly agreed to in this Agreement. The fee and expenses of the arbitrator shall be shared equally by Association and Hospital, except that each party shall bear the expenses of its own representation and witnesses.

22.4 Timelines. A grievance will be deemed untimely if the time limits set forth above for submission of a grievance to a step are not met, unless the parties agree in writing to extend such time limits. If the Medical Center’s response at a step is not timely, the grievant and/or the Association (as stated in the process) may elevate the
grievance to the next step and may do so at any point within 45 days of the date that the Medical Center’s response was due. Thereafter, if the grievance is not pursued to the next step, the grievance will be resolved on the basis of the most recent response.

22.5 Association Grievance. Only a nurse who was actually involved in the occurrence may present a grievance, except that a representative of the Association may present a group grievance where the occurrence actually involved at least three (3) nurses, provided that the grievance is signed by one of the affected nurses or an officer of the bargaining unit (“Association Officer.”).

22.6 Information. Upon request, the Association will be given copies of any documentation used to support discipline of a nurse, provided that the employer has the right to withhold identifying patient information.