AGREEMENT

BY AND BETWEEN

OREGON NURSES ASSOCIATION
AND
TUALITY COMMUNITY HOSPITAL

April 21st, 2016 until December 31, 2017
until March 31, 2020
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AGREEMENT

THIS AGREEMENT by and between TUALITY COMMUNITY HOSPITAL of Hillsboro, Oregon, hereinafter referred to as “Hospital,” and OREGON NURSES ASSOCIATION, hereinafter referred to as “Association,”

WITNESSETH

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

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

For and in consideration of the mutual covenants and undertakings herein contained, Hospital and Association hereby agree as follows:
ARTICLE 1 – RECOGNITION AND MEMBERSHIP

A. Hospital recognizes Association as the collective bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for a bargaining unit composed of all Registered Nurses employed by Hospital as staff nurses in the following Hospital units: Medical/Surgical (“Med/Surg”), Birth Center, Intensive Care Unit (“ICU”), Progressive Care Unit (“PCU”), Post- Anesthesia Care Unit (“PACU”), Operating Room (“OR”), Gastrointestinal Unit, Day Surgery, Hemodynamic nurses, Emergency Department, Vascular Access, Wound Care, Tuality 7th Avenue Outpatient Surgery (“Outpatient Surgery”), Cath Lab, and Clinical Resource Unit, excluding administrative and supervisory personnel and all other employees. If the Hospital moves positions described herein to the 7th Avenue Medical Building, such positions will remain in the bargaining unit.

B. Definitions:

1. **Nurse** - Registered nurse currently licensed to practice professional nursing in Oregon.

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

3. **Relief Charge Nurse** - A staff nurse whom Hospital may, if and when it deems appropriate, assign to be in charge of a designated shift(s) of an organized nursing unit(s). This provision includes positions with other titles (such as Lead Nurse or Shift Coordinator) when assigned by Hospital to be in charge of a designated shift(s) of an organized Hospital unit(s), when the Associate Nurse Manager is not present. The Hospital shall not challenge the bargaining unit status of nurses who perform this work or assert that nurses who perform Relief Charge Nurse functions are supervisors and thus ineligible for Association representation.

4. **Regular Full-time Nurse** - Any nurse who is regularly scheduled to work 72 or more hours per two-week pay period on a nontemporary basis.
5. **Regular Part-time Nurse** - Any nurse who is regularly scheduled to work 1 to 71 hours per two-week pay period on a nontemporary basis.

6. **Per Diem Nurse** - A nurse who is scheduled to work on an as-needed basis, and who must a) be available to work three open shifts per month (an open shift is one not filled by a regular nurse); of which the nurse must be available to work on two holidays per year (one winter holiday and one summer holiday); and b) be available to work one weekend shift per quarter in addition to the three open shifts per month. Such requirement may be waived at the discretion of the Hospital Unit Nursing Director/Chief Clinical Officer. For purposes of this section “available to work” means that the nurse has submitted his/her availability to work open shifts, in writing, at least seven (7) days prior to the final schedule being posted, on a Hospital-approved form. If a Per Diem nurse is scheduled to work and then cancels himself/herself, the shift will not count toward the minimum scheduling requirements set forth above.

7. **Preceptor Nurse** - A nurse formally providing direct guidance, supervision, and orientation to another nurse or other employee for the purposes of orientation, education, or work improvement as scheduled and designated by a Nurse Manager.

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

9. **Resource Nurse** - A nurse pre-assigned or assigned on a shift by shift basis who is competent in at least two (2) units. Resource Nurses will only be pre-assigned for a shift if the shift has already been offered to Regular Nurses and Per Diems who would not be working the shift at overtime or premium pay, and remains unfilled.

C. Nurses hired after July 1, 1976, shall either become a member of Association or pay to Association an amount (equal to or less than, as established by
Association) in lieu of Association membership dues, without becoming a
member of Association, after the 30th day following the beginning of employment
as a nurse or the execution date of this Agreement, whichever is later. The
provisions of this paragraph shall not apply to nurses hired prior to July 1, 1976.
Enforcement of this paragraph shall be strictly between Association and
individual nurses. The requirements of this paragraph shall not be a condition of
employment and shall not be subject to the Grievance Procedure.

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

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

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

ARTICLE 2 – EQUALITY OF EMPLOYMENT OPPORTUNITY
Hospital and Association shall comply with all applicable state and federal laws against
discrimination in employment on account of sex, race, color, religion, national origin,
sexual orientation, age, marital status, compensable on-the-job injury, and physical or
mental handicap, disability, in connection with the employment of nurses covered by this Agreement. Hospital may not discriminate against a nurse on account of membership in or lawful activity on behalf of Association. This article is not intended to and may not be used by any nurse or Association as a basis for interference with normal Hospital routine, a nurse’s duties, or the duties of other Hospital employees.

**ARTICLE 3 – HOSPITAL RIGHTS**

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

**ARTICLE 4 – PAID TIME OFF**

A. Hospital will provide the time-off policy as delineated in Appendix B. The first 40 hours of accrued PTO taken per calendar year for a reason covered by Oregon Sick Leave will be counted as Oregon Sick Leave.

B. Each nurse will request time off in writing (paper or via Kronos) to his/her Nurse Manager, as far in advance as possible, up to a year, to aid in appropriate scheduling. Foreseeable sick leave must be scheduled in a manner that minimally disrupts business operations. Paid time off will be scheduled by mutual agreement between the nurse and Hospital. The earliest request(s) will be considered first, except that if requests are received on the same date, the request by the nurse with the most seniority will be considered first. PTO requests covered by Oregon Sick Leave will be granted first.

C. A nurse requesting the use of PLH for vacation purposes will receive a written response from his/her Nurse Manager within ten days of the written request, or if the Nurse Manager is unavailable at the time the request is submitted, then as quickly as possible, but no later than ten days following the return of the Nurse Manager. A response may be provided by the Nurse Manager’s designee during the Nurse Manager’s absence. If the request is denied, the written response from the Nurse Manager or designee will include a statement as to the reason for
the denial and a statement that the nurse may have the vacation request reviewed by the next highest supervisor/manager.

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

- Emergency Department
- Family Birth Unit
- Critical Care
- Medical Surgical
- GI Lab
- Resource
- PACU/Day Surgery

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

- Cath Lab
- Operating Room
- Outpatient Surgery (TOPS)

in a unit, except that the minimum is one nurse per shift in the Outpatient Surgery, Wound Care, Cath Lab, and Infusion Services. For purposes of this section, the “units” are defined as Emergency Department, Cath Lab, Birth Center, Critical Care, Surgical Services, Med/Surg., Outpatient Surgery, Vascular Access, and Wound Care. The Hospital will make good faith, reasonable efforts to grant time off to additional nurses, if the Hospital determines that patient and staffing needs can be met.

ARTICLE 5 – HOURS OF WORK

A. The basic workweek is 40 hours.

B. The basic workday is eight hours plus one-half (1/2) hour lunch period on the nurse’s own time. If a nurse is unable to take a one-half (1/2) hour lunch period because of his/her duties during his/her regular shift, the nurse will be paid at time and one-half for that extra half hour worked. Nothing in this Agreement precludes the Hospital’s establishment of workdays different in length from the
basic workday, except that (1) a nurse will not be scheduled for more than twelve consecutive hours without the nurse’s consent and (2) a change in a nurse’s regularly scheduled workday is to be consistent with other provisions of this Agreement. The parties further agree that Hospital will not regularly schedule a nurse employed by Hospital as of the date of ratification of this Agreement for a shift of less than six hours, without the nurse’s consent. An alternate to the normal eight-hour workday workweek shall be forty (40) hours, consisting of four (4) ten (10) hour days, excluding one-half (1/2) hour meal period. An alternate to the normal workweek shall be thirty-six (36) hours, consisting of three (3) twelve (12) hour days, excluding one-half (1/2) hour meal period. An alternate to the normal workweek for employees working eight-hour shifts will be eighty-hours in a two-week period (8-and-80 schedule). If in the interest of efficient operations it becomes necessary to change or establish scheduling patterns departing from workdays and workweeks as provided for in this Article, either party may confer with the other in an attempt to arrange mutually satisfactory schedules.

C. Overtime compensation will be paid at one and one-half times the nurse’s regular straight-time hourly rate of pay, as follows:

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

2. For all hours worked in excess of eight hours (or nine, ten, or twelve hours in the case of nurses working such shifts) in each day. For purposes of this subsection, “day” is defined as a period commencing at the beginning of a nurse’s shift and terminating 24 hours later, except for nurses who work in Surgical Services. For nurses in Surgical Services, “day” is defined as a period commencing at 12:01 a.m. and terminating 24 hours later. If an evening or night shift is added to Surgical Services, then “day” will be defined as a period commencing at the beginning of a nurse’s shift and terminating 24 hours later. The parties agree that a nurse’s overtime agreement shall be matched to his/her assigned shift, and will change if the nurse’s assigned shift is changed.
3. Overtime will be paid for time worked in excess of 80 hours in a work period of 14 consecutive days in lieu of this 40-hour-workweek provision (for 8 and 80 schedules only), if Hospital and an individual nurse have entered into such an agreement or understanding in writing, unless they thereafter agree to cancel the agreement or understanding.

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

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

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

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

   One 15-minute rest period will be allowed during each four-hour period of employment. Rest rooms, locked cabinets, lockers, and small refrigerators are to be provided by Employer on each unit, provided that sufficient space is available.

   The Hospital will provide directions and assurances to newly hired bargaining unit nurses at new employee orientation and to the remainder of the bargaining unit within 90 days of ratification of this agreement regarding the procedures to be followed for recording their missed breaks, including an assurance that nurses will not suffer adverse repercussions for recording missed breaks.
Nurses and managers are expected to observe the following guiding principles regarding meal and rest breaks:

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

F. All nurses will be scheduled to receive every second weekend off whenever possible. If this time off is not granted, a nurse will receive time-and-one-half pay for every weekend or portion thereof on which he/she is scheduled to work, until a weekend off is granted. Nurses who wish to work consecutive weekends may sign an authorization to do so. Nurses who volunteer to work consecutive weekends may withdraw such authorization upon eight (8) weeks’ written notice prior to the date a new schedule must be posted. Other alternate schedules may be arranged, in writing, by mutual agreement with the appropriate nurse manager. Other alternate schedules requested in writing by a nurse, however, may be arranged by mutual agreement with the Chief Clinical Officer or the appropriate nurse manager and Such exceptions, including authorized consecutive weekend work, will not be subject to the time-and-one-half provisions.

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

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

H.G. A full-time, part-time, or Per Diem nurse working on one of the holidays designated in this section will be paid one and one-half times his/her straight-time hourly rate for hours worked on the holiday. The designated holidays are New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The designated New Year holiday for the evening shift is the eve of the holiday. Time-and-one-half will not be paid for evening shift of New Year’s Day. The designated Christmas holiday will run from 7 p.m. on December 24 through 6:59 p.m. on December 25. Note: A shift will be eligible for holiday pay if the majority of the hours worked fall within the specified timeframe for the holiday.

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

J.I. A nurse who is scheduled to report for work and who is permitted to come to work without receiving prior notice that no work is available in his/her regular assignment shall perform any nursing work to which he/she may be assigned or will be sent home without pay. When Hospital is unable to utilize the nurse in the usual clinical setting and the reason for lack of work is within the control of Hospital, the nurse will work as assigned or be paid for a minimum of four hours times the straight-time hourly rate plus applicable shift differential. The provisions of this section do not apply if the lack of work is not within the control of Hospital or if Hospital makes a reasonable effort at least two hours before the nurse’s scheduled time to work to notify the nurse by telephone not to report for work. It is the nurse’s responsibility to notify Hospital of his/her current address and telephone number. Failure to do so precludes Hospital from the notification requirements and payment of the above minimum guaranty.
K.J. If a nurse is unable to come to work, the nurse shall notify Hospital at least two and a half hours before his/her scheduled time to begin work, except in emergency circumstances.

L.K. A nurse will be required to float only if, in Hospital’s view, the nurse’s primary unit of primary assignment is adequately staffed without the nurse. For purposes of this section, “units” are defined as Emergency Department, Birth Center, Critical Care, Surgical Services, Med/Surg, Vascular Access, Cath Lab, and Wound Care, and Outpatient Surgery.

   i. Competency/Qualification. Nurses shall receive patient assignments commensurate with their skills and competencies. A nurse will not be required to float to a patient assignment that requires specialty competence for which he/she is not qualified. If a nurse feels that he/she is not qualified for a specific assignment, he/she should indicate the reasons why and give them at the time of the request to the appropriate charge nurse or appropriate supervisor/manager or designee for the record.

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

   iii. Floating Requirements. Nurses will not be floated more than once per shift. Nurses generally will be floated on a rotational basis, unless the charge nurse determines that the skill mix of the unit or the patient needs warrant a change in the rotation. The Hospital will make a good-faith effort not to float a nurse out of his/her unit when another nurse has floated into the unit on the same shift, unless such floating is required due to the expertise of the nurse or in order
to meet patient care needs. If a nurse is floated out of rotation more than once per quarter, that issue will be raised at the next Labor Management Committee.

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

N.M. A nurse will not be scheduled for a full shift beyond the nurse’s budgeted hours without the nurse’s consent.

ARTICLE 6 – EMPLOYMENT STATUS

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

B. A nurse employed by Hospital will not become a regular employee until he/she has been continuously employed for 90 calendar days.

C. All regular nurses shall give Hospital at least two weeks’ notice of intended resignation.

D. Hospital shall give regular nurses two weeks’ notice of the termination of their employment, or if less notice is given, then the number of working days within the period for which notice has not been given will be paid to the nurse at his/her regular rate of pay. The hours to be paid under this provision will be calculated based on the average number of regular hours paid per week during the preceding six months, less the number of shifts of notice given; provided, however, that no such advance notice or pay in lieu thereof will be required of nurses who are discharged for cause.
E. A regular nurse who feels he/she has been suspended, disciplined, or discharged (including for violations of the Drug-Free Workplace policy) without proper cause may present a grievance for consideration under the grievance procedure.

F. An in-person exit interview with a human resources representative will be made available to each nurse at the termination of employment.

ARTICLE 7 – LEAVES OF ABSENCE
Hospital will provide the leave of absence policy as delineated in Appendix C.

ARTICLE 8 – HEALTH AND WELFARE
A. At the beginning of employment, Hospital shall arrange to provide chest X-rays or TB screening at no cost to nurses. Annually thereafter, Hospital will provide complete blood count, chemscreen, and urinalysis, for those nurses who request them at no cost to the nurse. The provisions of the preceding sentence are applicable only if the procedures are ordered by a nurse’s personal physician or a physician designated by Hospital.

B. Laboratory examinations, when indicated because of exposure to communicable diseases, will be provided to nurses by Hospital without cost to the nurse.

C. Nurses may participate in the benefit plan offered by Hospital.
   1. Medical Insurance. Hospital will offer nurses a medical insurance plan with substantially equivalent benefits to those provided in the base plan designated by Hospital as of January 1, 2016. Hospital will contribute for nurses the same percentage of the monthly premium costs of the base plan designated by Hospital each year as Hospital contributes for other employees participating in the benefit plan, provided however that Hospital will maintain the percentage contribution for nurses within the range set forth below. The remaining cost of the base plan and of other plan options will be borne by the nurse as a payroll deduction. Hospital will provide such benefits directly or by insurance carriers designated by Hospital.
**2. Dental Insurance.** Hospital will offer to eligible nurses a group dental plan as with substantially equivalent benefits to those provided in the base plan currently designated by Hospital. Hospital will contribute for nurses the same percentage of the monthly premium costs of the base plan designated by Hospital each year as Hospital contributes for other employees participating in the benefit plan, provided however, that Hospital will maintain the percentage contribution for nurses between 61 percent and 67 percent. The remaining cost of the base plan and of other plan options will be borne by the nurse as a payroll deduction. Hospital will provide these benefits directly or by insurance carriers designated by Hospital.

**3. Long-Term Disability.** Hospital will offer to eligible nurses the long-term disability insurance currently designated by Hospital as the base plan or substitute therefor a program or programs with substantially equivalent benefits. Hospital will contribute 100 percent of the cost of the monthly premium for each participating nurse for the base program designated by Hospital each year.

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

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

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

D. **Impact of Health Care Reform.** The parties agree that Health Care Reform legislation may impact the provision of health insurance benefits under this Article. Given that, either side may reopen this Article once during the term of the Agreement to bargain over potential changes. The party desiring such reopener shall provide written notice to the other party initiating the reopener. The parties will then meet promptly and bargain for a period of at least 60 days over any proposed changes to this Article. At the end of the 60-day bargaining period, Article 11 (No Strike/No Lockout) and Article 12, Step IV (Arbitration) will be suspended, but only for any disputes that may arise under this Article 8.
ARTICLE 9 – RETIREMENT PROGRAMS

A. Hospital will provide a noncontributory pension plan in which nurses may participate in accordance with its terms.

B. Hospital will maintain a payroll deduction program to enable nurses to contribute to a tax-sheltered annuity plan designated by Hospital.

C. Nurses may participate in accordance with the terms of the Performance Plan currently offered by Hospital.

D. Association will be notified in writing by Hospital of any proposed change to any of the plans or programs described in this Article at least 45 days prior to the change. Association shall respond to such a notification within ten days of receipt. Any improvements to the plans or programs described in this Article will be offered to nurses at the time the improvements are offered to other Hospital employees.

ARTICLE 10 – ASSOCIATION BUSINESS AND DOCUMENTS PROVIDED BY HOSPITAL AND ASSOCIATION

A. Duly authorized representatives of Association will be permitted at all reasonable times to enter the facilities operated by Hospital for purposes of transacting Association business and observing conditions under which nurses are employed; provided, however, the Association’s representatives shall, upon arrival at Hospital, notify the Human Resources Department or designee of the intent to transact Association business, and visitations other than on the day shift are to be after notification in advance to the Administrator or designee during normal office hours. Transaction of any business must be conducted in an appropriate location subject to general Hospital rules applicable to nonemployees (including visitor ID badge or ONA badge), be confined to contract negotiation and administration matters, and must not interfere with the work of the employees.
B. Hospital will provide Association with bulletin board space in each nursing unit, limited to notices of Association meetings, clinical education offerings, and materials addressing the practice of nursing, as defined by the existing statute governing professional nurses. The Hospital will make a reasonable effort to provide such bulletin board space in the break room or lounge of each nursing unit.

C. Association will provide Hospital with (1) a written list of the names of the nurse(s) designated as the Association representative(s); (2) copies of this Agreement; and (3) the Association membership packet. Hospital will distribute a copy of this Agreement and of the Association membership packet to each newly hired nurse.

D. Hospital agrees to provide to the designated Association representative every other pay period in an Excel spreadsheet the full names; name change, if any; address (street name and number, city, state and zip code); phone number; full-time equivalency (FTE); unique employee identifier; cost center; assigned shift unit and title; year-to-date actual hours worked; date of hire; seniority date; hours worked in the previous two pay periods; transfer dates, if any; and termination date, if any.

E. An Association representative may meet with newly-hired nurses for 30 minutes during new nurse employee orientation to give information about the Association and about membership. This meeting will occur on paid time for the newly-hired nurse. The Hospital Chief Clinical Officer, or designee, will send to the Association a list of the scheduled Hospital general nursing orientation sessions, and specifying the 30-minute timeslot designated for ONA. The Hospital will notify the Association within a reasonable time of any changes to the schedule or nurses that will attend orientation. Nurse attendees at new employee orientation will be provided release time and pay during the presentation.
ARTICLE 11 – NO STRIKE/NO LOCKOUT

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

ARTICLE 12 – GRIEVANCE PROCEDURE

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

Step I: The nurse (or Association in the case of grievances directly affecting at least three nurses) shall take up the grievance by submitting it in writing within 14 calendar days of the alleged occurrence or of the date when the nurse (or Association, with respect to Association grievances) should reasonably have known of the alleged occurrence. The grievance is to set forth the facts of the dispute, including the date of the alleged violation, the name(s) of the employee(s) affected, the specific provisions of this Agreement in dispute, and the relief requested. The director over the nursing area affected or his or her designee shall hold a step one grievance meeting within 14 calendar days of receipt of the grievance, if a meeting is requested in writing at the time of grievance filing or if the director believes a step one meeting would be beneficial, or shall research the matter without a meeting. The director or designee shall respond to the nurse within 14 calendar days of receipt of the grievance or within 14 calendar days following the step one meeting, whichever is later. Grievances over the termination of a nurse are covered in Section F below.

Step II: If the grievance has not been settled to the satisfaction of the nurse (or Association in the case of a grievance directly affecting at least three nurses) at Step 1, it may be presented in writing to the Chief Nursing Clinical Officer within 14 calendar days after the Step 1 response is received by the grieving nurse or the Association, as applicable, or at the end of the Step 1 response time, whichever is
earlier. The Chief Nursing Clinical Officer shall conduct a meeting within 14 calendar days after receipt of the grievance with the nurse and, if the nurse requests, an Association representative to review the matter. The Chief Nursing Clinical Officer will respond in writing to the nurse (or Association in the case of a grievance directly affecting at least three nurses) within 14 calendar days following the meeting.

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

**Step IV:** If the grievance is still unsettled, Association may by written notice to Hospital request arbitration within seven calendar days of the date of the Administrator’s written response.

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

C. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The decision of the arbitrator is to be final and binding on the parties, and the arbitrator will be requested to issue his/her decision within 30 days after the conclusion of testimony and arguments.
D. Expenses for the arbitrator’s services and the proceedings are to be borne equally by Hospital and Association. Each party, however, is responsible for compensating its own representatives and witnesses. A party may require an official transcript of the hearing, as long as it pays for the transcript and makes copies available without charge to the other party and to the arbitrator.

E. The nurse may be represented by Association at any step in the grievance procedure at the request of the nurse.

F. Termination of a nurse who has not become a regular employee is not subject to the Grievance Procedure. A grievance over the termination of a regular nurse that is alleged to be without proper cause is to be taken up by submitting it in writing at Step II within 14 calendar days of the date of termination.

G. The time limits set forth in this article may be extended by mutual agreement in writing between Hospital and Association.

ARTICLE 13 – PROFESSIONAL DEVELOPMENT

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

B. Hospital agrees to maintain a continuing in-service education program for all personnel covered by this Agreement. If a nurse is required by Hospital to attend in-service education functions or required to attend staff meetings outside his/her normal shift, he/she will be compensated for the time spent at those functions at his/her established day straight-time hourly rate.

C. Hospital will provide the following:

1. Hospital will establish a pool of up to 2000 hours per calendar year for educational leave to attend courses directly related to nursing assignments at Hospital where attendance would be of benefit to both the nurse and Hospital. The Hospital will develop a policy, after receiving input from PNCC,
regarding the allocation of the hours in the pool. Any revisions to the policy will be reviewed with the PNCC prior to implementation. Full-time and part-time nurses employed for at least six months are eligible to request educational leave days from the pool. Educational leave time must be requested in writing to the Director/Manager of the Department in which the nurse works as far in advance as possible, specifying the date and nature of the course requested, and is subject to the Chief Clinical Officer’s Department Manager’s prior approval. Approval for up to thirty-six* hours per calendar year per FT nurse is not to be unreasonably withheld; approval for more than thirty-six* hours will be at the sole and exclusive discretion of the Manager of the Department in which the nurse works. The Chief Clinical Officer, or designee, shall provide the nurse with a reason, in writing, for any denial of educational leave within 21 calendar days of their receipt of the request. For each educational leave day granted, the nurse will receive pay at the nurse’s straight-time rate of pay as follows:

a. If the nurse is missing work on an otherwise regularly scheduled workday(s), the nurse will be paid for those hours of work that it is necessary to miss in order to attend the scheduled session. However, if a nurse is regularly scheduled to work a shift in excess of eight (8) hours and the training, conference, or course is held on Hospital campus, then the nurse may be required to work any missed hours in excess of eight (8) hours immediately prior to or following the conference or training.

b. If the nurse is not missing a regularly scheduled day of work, the nurse will be paid for those hours of attendance at the education session.

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

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

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

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

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

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

F. Nurses may participate in accordance with the terms of the tuition assistance plan made available to the majority of Hospital employees who are not represented, as is currently in effect and as changed from time to time, in the Hospital’s discretion.
ARTICLE 14 – PROFESSIONAL NURSING CARE COMMITTEE

A. The Association Bargaining Unit of Hospital shall elect from its membership up to five members of the unit, who will be included on the Professional Nursing Care Committee (“PNCC”), along with up to three members of nursing management. The parties agree that nursing management will attend the PNCC meeting for either the first or last hour of the monthly PNCC meetings.

B. The PNCC shall meet not more than once a month at times that do not conflict with routine duty requirements. Each PNCC member is entitled to two one-paid hours per month at his/her regular straight-time rate for the purpose of attending PNCC meetings.

C. The PNCC shall prepare an agenda and keep minutes for all of its meetings, copies of which are to be provided to the Chief Clinical Nursing Officer within five days after each meeting.

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

E. The PNCC may from time to time invite the Chief Clinical Officer to a meeting at a mutually agreeable time for the purpose of exchanging information or providing the Chief Clinical Officer with recommendations on pertinent subjects.

E.F. Hospital recognizes the responsibility of the PNCC to recommend measures objectively to improve patient care, will duly consider such recommendations and will respond to such recommendation(s) within three weeks.

ARTICLE 15 – SENIORITY AND JOB POSTING

A. Seniority:

1. Continuous employment means the performance of all scheduled hours of work, including time off because of paid-leave hours, extended-illness
hours, and low-census hours, reduced by the periods of any authorized
unpaid leaves of absence of 14 or more days that has not been
interrupted by the occurrence of the following:
a. Termination, unless rehired within 30 days.
b. Layoff for lack of work that has continued for six consecutive
   months.
c. Continued absence following the expiration of a written leave of
   absence or emergency extension thereof granted by Hospital.
d. Absence from work for three consecutive working days without
   notice to Hospital.
e. Failure to report for work promptly after an accident or sickness
   when released to return to work by a physician.
f. With respect to Per Diem nurses only, not having worked for
   Hospital as a nurse for three consecutive months, excluding time
   while absent because of illness or on-the-job injury.

2. **Seniority is the total length of continuous employment from the date of hire**
as a nurse in the bargaining unit covered by this agreement. Seniority
means the length of continuous employment by Hospital of a type covered
by this Agreement as measured by years of service. A staff nurse
covered by this Agreement who, without a break in employment by
Hospital, enters non-bargaining-unit employment by Hospital that is not
covered by this Agreement retains all previously earned seniority under
this Agreement, which will be the individual’s seniority if the individual is
subsequently employed as a staff nurse under this Agreement without a
break in Hospital employment.

**B. Job Posting and Filling of Vacancies:**

1. Qualified nurses who apply using the Hospital’s current application
   process to change units, shifts, or hours will be given preference in order
   of seniority when vacancies occur, first among all full- and part-time
   nurses within the unit, then among Per Diem applicants within the unit,
then among all full- and part-time nurses house-wide; and next among Per Diem applicants house-wide.

2. A nurse who wishes to change shifts, move to another nursing service department, or change status (i.e., part-time, full-time, or Per Diem) shall make his/her wish known using the Hospital’s current application process to the individual designated by the Hospital Chief Clinical Officer, who shall retain such requests for subsequent consideration when an opening occurs. Hospital will post weekly a list of all job vacancies to be filled with budgeted hours for each position to include unit, shift, and hours per day.

3. If a nurse’s status is converted to Per Diem because the nurse has no protected leave and the nurse’s PLH and EIH banks have been exhausted, for purposes of bidding rights for vacant positions as described in B.1 and B.2 above, the nurse will be deemed to have the status and seniority he or she had before the nurse’s status was converted to Per Diem. For purposes of bidding, the nurse will be deemed to have the status and seniority he or she had before being converted to Per Diem for a period of 90 days from the date that the nurse was converted to Per Diem status.

ARTICLE 16 – REDUCTION IN FORCE

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

A. **Low-Census Day.** If Hospital expects a reduction in force within the shift of a unit to last for 21 continuous calendar days or less, this low-census-day provision applies. **Low-census days will be in the following order:**

- Code 62 (will not count for low census days for purposes of rotation)
- Extra shifts (will not count for low census days for purposes of rotation)
- Volunteers
- Travelers/agency
- Per diems
- Mandatory by a system of rotation of no more than 16 hours per pay period
first from among volunteers within the shift of the unit affected, provided that the
remaining nurses on the unit and shift are qualified to perform the work to be
done. If there are not sufficient volunteers, nurses will be assigned low-census
time by a system of rotation among the nurses on the shift of the unit affected,
provided that the remaining nurses on the unit and shift are qualified to perform
the work to be done. Except as provided in Appendix B, Section E(1)(c), no Per
Diem nurses will be assigned to the shift on the unit affected while nurses from
that unit and shift are on low-census time, unless the nurses on low census are
not available to perform the assignment. New graduates will not be low
censused until they finish their introductory period (generally 24 weeks) and
experienced new hires will not be low censused until they finish their orientation
period.

1. Hospital will not impose mandatory low-census on a regular nurse more
than a total of 16 hours per pay period. Nurses may be required to be on
standby and be called in as needed for his/her unit only. Nurses on
standby will be paid standby pay in accordance with Appendix A to this
Agreement. Nurses on Code 62 and extra shifts who are canceled, or
sent home early, will have the option to be on standby.

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

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

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

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

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

2. Recall from a layoff under this Section B will be in the reverse order of the
layoff, provided that the nurse is qualified to perform the work to be done.
If a laid-off nurse is recalled to a position that is not comparable to the
nurse’s position at the time of layoff, the nurse may refuse the recall,
which will waive his/her recall rights for that assignment. With respect to
such a waiver, the nurse’s original layoff for lack of work will continue as if
no recall had occurred. No Per Diem or PRN nurse will be assigned to the
shift on the unit where the layoff actually occurs while nurses from that unit
and shift are on layoff, unless qualified laid-off nurses are not available to
perform the assignment.
3. Pursuant to Section 15(A)(1)(b) of this Agreement, any recall rights shall end six months after layoff.

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

1. A “comparable position” is defined as:
   a. Within plus or minus one of the nurse’s regularly scheduled shifts per pay period at the time of layoff (e.g., shifts of 8, 9, 10, or 12 hours);
   b. The same shift; and
   c. For purposes of Article 16, Section B(2) (recall), including the same unit.

2. “Units” are defined as Emergency Department, Birth Center, Critical Care, Surgical Services, Med/Surg., Outpatient Surgery, Vascular Access, Cath Lab, and Wound Care.

**ARTICLE 17 – GENERAL**

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

B. **Security and Safety.** The Association Bargaining Unit of Hospital shall appoint three of its members to serve on Hospital’s Environment of Care Committee for so long as Hospital maintains the Committee. The bargaining-unit nurses serving on the Committee will be paid for the purpose of attending Committee meetings and performing duties or tasks assigned by the Committee.

C. **Benefits Committee.** The Hospital will establish an employee benefits committee that includes three Nurses appointed by the Association to review the insurance provided as part of the plan described in Article 8 and the retirement programs described in Article 9. The purpose of this committee is to provide input and recommendations to the Hospital regarding employees’ preferences.
within the contractual terms of Articles 8 and 9. The committee will not have the
authority to negotiate or to change the terms of the existing contract. Up to three
such nurses will be paid at the respective nurse’s regularly hourly rate of pay for
attendance at such meetings. The committee will meet no less than four times in
2013, 2014 and 2015. Dates and times for the meeting will be circulated in
advance. Any additional meetings will be as determined by the committee. The
committee will be provided with a Hospital employee who is trained as a
facilitator and who will not serve as a member of the committee.

ARTICLE 18 – SEPARABILITY
If any provision of this Agreement is declared invalid at any time by any court of
competent jurisdiction on or through government regulations or decree, that decision will
not invalidate the entire Agreement, it being the express intention of the parties hereto
that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 19 – SUCCESSORS
If Hospital, by merger, consolidation, sale of assets, lease, franchise, or any other
means, enters into an agreement with another organization that in whole or part affects
the existing collective bargaining unit, then the successor organization will be bound by
each and every provision of this Agreement. Hospital shall call this provision to the
attention of any organization with which it seeks to make an agreement as
aforementioned, and if notice is so given, Hospital will have no further obligations
hereunder from date of takeover.

ARTICLE 20 – DURATION AND TERMINATION
This Agreement is effective as of the date of ratification by the nurses, except as
specifically provided otherwise, and will remain in full force and effect until March 31,
2020 December 31, 2017, and from year to year thereafter unless either party serves
written notice on the other to modify, amend, or terminate at least 120 days prior to
March 31, 2020 December 31, 2017, or any subsequent anniversary thereof.
ARTICLE 21 – APPENDICES

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

A1. Effective with the first full pay period beginning after ratification, for all nurses employed under the terms of this Agreement, existing rates of pay shall be adjusted by 2% as follows:

[Chart to reflect increase above. “Ghost steps” filled in at rate of prior step on current scale. 30 years remains top step]

* The parties agree that for calendar year 2013, all steps shall be frozen (meaning there will be no step progression in 2013). Starting January 1, 2014, nurses will resume step progression (meaning that in 2014, they will move to the step they would have achieved in 2013, and so on thereafter).

**The parties agree that effective the first pay period following ratification, any nurse impacted by the step freeze in 2013 will have his/her step adjusted to remove the impact of the step freeze going forward.

A2. Effective with the first full pay period beginning after April 1, 2019January 1, 2017, rates of pay shall be adjusted by 2.5%:

[Chart to reflect increase above. “Ghost steps” filled in at rate of prior step on current scale. 30 years remains top step]

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

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

A nurse may not move between Per Diem status and regular full-time or regular part-time status more than once per year.
D. Resource Nurses: Resource nurses will be paid on the same pay scale as other bargaining unit nurses (noted in Section A above), plus $3 an hour.

E. Shift Differentials:

1. Nurses working on the evening shift will receive $2.50 per hour in addition to the appropriate hourly rate set forth in paragraph A above. Evening shift is defined as any shift in which a majority of hours are scheduled after 2:30pm.

2. Nurses working on the night shift will receive $5.75 per hour in addition to the appropriate hourly rate set forth in paragraph A above. Night shift is defined as any shift in which a majority of hours are scheduled after 9pm.

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

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

F. House Supervisory Relief: Nurses who are assigned to work as house supervisors on a relief basis will receive $1.50 per hour for that work in addition to the appropriate hourly rate set forth in paragraph A above.

G. Relief Charge Nurse: Nurses who are assigned to work as Relief Charge Nurse will receive $2.00 per hour for that work in addition to the appropriate hourly rate set forth in paragraph A above.

H. Preceptors: Nurses assigned to work as preceptors for newly employed RN’s and senior practicum students will be compensated $2.00 per hour in addition to the appropriate hourly rate of pay set forth in paragraph A above and other applicable differentials.
Standby: The following standby policies apply:

1. Nurses regularly employed full-time, and part-time, and per diem will be paid $4.00 for each hour of scheduled standby, until the scheduled standby ends.

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

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

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

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

6. Nurses for whom standby is required (GI, PACU, Cath Lab, OR) will be paid $5 an hour for all standby hours in that pay period.

Merit: Association recognizes the provisions of this Agreement to be the minimum standards of employment. Hospital reserves the right to reward an individual nurse’s performance over and above the prescribed conditions called for in this Agreement.

Experience: Effective on ratification of this Agreement, a nurse will be hired at the wage step that reflects his or her total current experience relevant to the nurse’s position as a registered nurse, as determined by the Hospital. A nurse will progress to the next wage step under paragraph A above (e.g., moving from
Step 10 to Step 15) on the later of (1) the nurse’s anniversary date after completion of the requisite number of years of experience (e.g., 10 years), provided the nurse has also completed 832 hours, per anniversary year, since the nurse’s last wage increase; or (2) after completing 832 hours per anniversary year since the last wage step increase. “Hours” for purposes of this paragraph includes (1) hours compensated at straight time rate or above; and (2) involuntary low census hours.

1. If a nurse hired after ratification of the 2018-2020 contract believes that the nurse’s wage placement does not properly reflect the nurse’s experience relevant to the nurse’s position, the nurse may request an experience and competence review at ninety (90) days of employment. If the Hospital’s Human Resources Department, in conjunction with nursing leadership, determines that the nurse’s experience and/or competence merits an increase in wage placement, such change will be made within a reasonable time.

L. K. Absences: If a nurse has been on a protected absence from work continuously for 14 or more days (other than as earned leave time), the period of absence will not be counted as part of the nurse’s employment toward eligibility for step increases under paragraph A above.

M. L. Weekend Differential: Weekend (defined as Saturday and Sunday for day shift, Friday and Saturday for night shift) differential will continue to be paid in accordance with existing practice at the rate of $1.50 per hour.

N. M. Extra/Odd Shift Differentials: Regular full-time and regular part-time nurses who work an extra/odd shift, as approved in advance by Hospital leadership, earn a differential of $5 an hour. Cancelation of extra shift do not count as a low census day for purpose of rotation, may participate in accordance with the terms of the policy governing extra shift and odd shift differentials at the rate of $5.00, as offered to the majority of the Hospital’s employees, as is currently in effect and as may be changed from time to time, in the Hospital’s discretion.
N. Hemodynamic Nurses: Nurses assigned to work as hemodynamic nurses will be paid a differential according to the existing practice at the rate of $3.00.

O. Certification: Effective following ratification of this Agreement, a nurse who meets the requirements of this section will be paid a bonus in accordance with this section.

1. The nurse must have a current nationally recognized specialty certification on file with the Hospital for the area where the nurse works at least half of his or her hours. Eligibility for the certification payment will cease immediately with the expiration date of the certification, unless the nurse presents written proof to the Hospital of certification renewal before the expiration date.

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

2. Only one certification will be recognized for purposes of payment under this section, unless the Hospital Chief Clinical Officer agrees, in his or her discretion, to recognize more than one certification per nurse.

3. The following certifications will be accepted by the Hospital for purposes of payment under this section:
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<tr>
<th>Unit</th>
<th>Certifying Body</th>
<th>Certifications</th>
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<tr>
<td>Medical Surgical</td>
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<td>Medical Surgical Nurse RN,BC for baccalaureate level certifications; RN,C for associate/diploma level certifications</td>
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<td>Oncology Nurses Association</td>
<td>Gerontology Nurse RN,BC for baccalaureate level certifications; RN,C for associate/diploma level certifications</td>
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<td>Oncology Certified Nurse OCN</td>
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<td>American Association of Neuroscience Nurses</td>
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<td>Certified Nurse Operating Room CNOR</td>
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<td>Board of Certification for Emergency Nursing</td>
<td>Certified Emergency Nurse CEN</td>
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<td>Gastroenterology Nurses &amp; Associates Inc. (SGNA)</td>
<td>CGRN Certification of Gastroenterology RN</td>
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<td>American Nurses Association (ANCC)</td>
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<td>Inpatient Obstetrical Nursing RNC International Board Certified Lactation</td>
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<td>Certified Nurse Operating Room CNOR</td>
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<td>Certified PeriAnesthesia Nurse CPAN</td>
</tr>
<tr>
<td>Vascular Access</td>
<td>Infusion Nurses Society</td>
<td>Certified Registered Nurse Infusionist CRNI</td>
</tr>
<tr>
<td>Cath Lab</td>
<td>Association for Vascular Access</td>
<td>Vascular Access Board Certification VA-BC</td>
</tr>
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<td>----------------------------------------</td>
</tr>
<tr>
<td></td>
<td>American Nurse Credentialing Center (ANCC)</td>
<td>Cardiovascular Nursing CVN</td>
</tr>
</tbody>
</table>

4. Nurses who meet the above criteria and who complete at least 1820 hours per calendar year will be paid a bonus of $1,800 after the end of the last pay period of the year. Nurses who meet the above criteria and who complete between 988 and 1819 hours per calendar year will be paid a bonus of $900 after the end of the last pay period of the year. To receive the bonus, a nurse must remain on the payroll through the close of the last pay period of the year. “Hours” for purposes of this paragraph includes (1) hours compensated at straight time rate or above; and (2) involuntary low census hours. Any nurse who obtained the certification for which s/he is receiving a certification bonus during the calendar year will have the above-referenced certification bonus pro-rated based upon the date notice of certification is provided to Human Resources by the nurse (pro-ration shall be based upon a 365-day calendar year).
APPENDIX B – PAID TIME OFF

A. TOTAL PROGRAM (Time off/Tailored Accrued Leave). In contrast to the more traditional approaches of vacation, holiday, and sick leave, the TOTAL program combines the total of nurse time off into two banks: paid leave hours ("PLH") and extended illness hours ("EIH").

Nurses may use PLH for a variety of purposes, such as short-term personal illness, family emergencies/illness, vacation, holidays, religious observances, preventive health and dental care, and other excused absences.

The EIH bank is considered short-term disability coverage providing financial protection for extended illnesses or disabilities that last for more than five calendar days or starting with the first day of Hospitalization. (This includes ambulatory surgery procedures in a surgery center or Hospital or other verifiable medical/dental surgical procedures necessitating time away from work.) EIH may be taken in one-hour increments. Up to forty (40) hours of PLH and EIH accrued each calendar year may also be used for any purpose covered by Oregon Sick Leave law including reasons covered by Oregon Family Medical Leave, Oregon’s domestic violence and stalking law, and for public health reasons.

B. ELIGIBILITY. All regular nurses who are budgeted to work 20 or more hours per pay period earn PLH and EIH based on hours worked, any PLH and EIH paid, and low-census days/hours up to 80 hours per pay period. The amount of PLH accrued for regular nurses is also based on employment status and months of employment.

C. ACCRUAL (Regular Nurses)

1. PLH will accrue on the following basis:

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Accrual Rate Per Hour</th>
<th>Hours Per Pay Period*</th>
<th>Hours Per Year*</th>
<th>Days Per Year*+</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-59</td>
<td>0-5</td>
<td>.0962</td>
<td>7.69</td>
<td>200</td>
</tr>
<tr>
<td>60-119</td>
<td>5-10</td>
<td>.1154</td>
<td>9.23</td>
<td>240</td>
</tr>
</tbody>
</table>
2. EIH will accrue on the following basis:

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Accrual Rate</th>
<th>Hours Per Pay Period*</th>
<th>Hours Per Year*</th>
<th>Days Per Year*+</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td>.0231</td>
<td>1.85</td>
<td>48</td>
<td>6</td>
</tr>
</tbody>
</table>

* Based on 80 hours per pay period and 2,080 hours per year
  + Based on eight-hour shifts

3. When a nurse reaches 360 hours in his/her PLH bank, no further accrual will be earned until the nurse’s PLH bank balance is less than 360 hours, except under the following circumstances:

   a. at least 30 days before reaching the 360-hour cap, a nurse has requested no more than 40 hours of PLH to be used as vacation;

   b. the amount of vacation requested is sufficient to bring the nurse below the 360-hour cap;

   c. the vacation request was denied by Hospital; and

   d. the nurse actually uses the amount of PLH requested within 30 days after reaching the 360-hour cap.

If all four above-listed conditions have been met, the nurse may continue to accrue PLH for the first 30 days after reaching the 360-hour cap.

4. Nurses may carry over PLH each calendar year up to a maximum of 360 hours.
5. When a nurse reaches 720 hours in his/her EIH bank, no further accrual will be earned until the balance is less than 720 hours.

6. Nurses may carry over EIH each year up to a maximum of 720 hours.

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

8. Status changes affecting eligibility for PLH, EIH, and Part-Time Premium will be effective the beginning of the pay period in which the change occurred.

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

E. USE OF PLH.

1. PLH is accumulated from the first hour of work and may be taken after a nurse has completed the first 90 days of employment, except for low census. At no time may PLH and EIH be combined to cover more than scheduled hours. PLH and EIH may not be taken under any circumstances until they have been accrued. Nurses may not take scheduled time off without pay if they are eligible and have accruals in their banks. The exceptions are as follows:

   a. If a nurse has responded to a call to return to work during scheduled standby or just to fill in and has worked his/her scheduled hours for the week or pay period.

   b. If a nurse elects or is asked to take a low-census day, the nurse has the choice of taking the time off with or without pay (see paragraph 5 below).
c. When Hospital determines that a Per Diem nurse desiring to work would otherwise be canceled from a shift on a unit, a nurse scheduled on the same unit and shift may volunteer to take a day off without pay. A day off under such conditions is not a low-census day and is not subject to the provisions of Article 16. A day off without pay under this section may be taken by each nurse a maximum of twice a year.

d. When a unit is closed for one of the holidays designated in Article 5, Section ⌂, the nurse may take the holiday off without pay.

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

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

3. Since Hospital believes that each nurse should have time away from the workplace for relaxation and well-being, full-time nurses are required to take 96 hours of PLH per year.

4. Days missed because of illness are deducted from the PLH account unless the illness is longer than five consecutive days or a nurse is Hospitalized (refer to Section G below).
5. When a low-census-day cancellation occurs, nurses have the choice of using PLH to make up the difference in pay. A nurse may, however, choose to take the time off without pay. In that case, the Nurse Manager will write on the timecard the number of nonworked hours. Nurses will accrue PLH and EIH on this nonworked time.

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

F. CASH-OUT OF PLH

1. In May 2018, nurses may request cash-out of unused PLH for the period from May 2017 through May 2018 at the straight-time hourly rate of pay including applicable differentials, under the conditions below (2a., 2b., and 2c.). May 2018 PLH cash-out elections will be processed and paid in a separate check by June 30, 2018.

2. Starting with open enrollment in 2018 In October of and during open enrollment each calendar year thereafter, nurses may request cash-out of unused PLH in the following calendar year at the straight-time hourly rate of pay including applicable differentials under the following guidelines:
   a. Full-time nurses must have used 96 hours of PLH during the fiscal year. A balance of at least 80 hours (72 hours for twelve-hour nurses, 40 hours for part-time nurses) PLH must be maintained after the cash-out.

b. Part-time nurses may cash out PLH as long as a balance of at least 40 hours is maintained after cash-out.
c. Full-time nurses who have not yet worked one calendar year may cash out time as long as at least an 80-hour (72 for twelve-hour shifts) balance is maintained.

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

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

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

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

2-3. If a nurse is paid on an hourly basis and is eligible for the benefits program, he or she may elect to buy an additional 48 hours of PLH or sell 48 hours of PLH each year.

G. USE OF EIH

1. EIH may be taken for regularly scheduled shifts that are missed due to illness or disability. EIH may be used only after a nurse has been ill or disabled for five continuous calendar days (the only exception being that if a nurse is Hospitalized, then these hours may be used starting the first
day of Hospitalization, which includes ambulatory surgery procedures in a surgery center or Hospital or other verifiable medical/dental surgical procedures necessitating time away from work). EIH may be taken in one-hour increments.

2. A nurse is expected to personally call his/her Nurse Manager daily during times of illness or disability, unless the Nurse Manager makes arrangements for the nurse to call at less frequent intervals due to the nature of the illness.

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

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

Nurses who retire may not continue employment after beginning to receive retirement benefits, however such nurse may be rehired in a per diem position only, after a break in service of at least thirty days.

I. **WORKERS’ COMPENSATION.**

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

2. If the time loss extends past three days or if a nurse is Hospitalized, the workers’ compensation payment should approximately equate to the nurse’s take-home pay prior to the accident. Because of this, other than a maximum of 40 hours of accrual each year, additional time will not be made available from either PLH or EIH.
J. LEAVE OF ABSENCE

For information refer to Leave of Absence policy HR-27 and Appendix C of this Agreement.

K. TERMINATION

1. Upon termination of employment, a nurse will be paid for all unused PLH at his/her straight-time hourly rate of pay, provided that the nurse has completed 90 days of employment. If the first 40 hours of PLH have not been used in the calendar year, a nurse will be paid up to this first 40 hours at his/her straight-time hourly rate of pay plus shift differentials, and any remaining unused PLH will be paid at the nurse’s straight-time hourly rate of pay.

2. Nurses will not be reimbursed for unused EIH other than in the case of the cash-out provisions as listed above for retirement and total disability.

3. Nurses must not use PLH to fulfill termination notices or to extend employment for benefit purposes. All hours will be cashed out as of the last day of work.

L.M. OTHER PAID TIME OFF PROGRAMS (Additional Administrative Banks)

1. Bereavement Leave. A regular nurse may be granted up to three consecutively scheduled workdays off, up to a maximum of 24 hours, with pay to attend the funeral of an immediate relative. This pay is from Hospital Administration as an indication of Hospital condolences. Normally, up to one day is given for attending Portland-area funerals, with additional time given as necessary for travel or participation in funeral arrangements, as needed.

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

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

2. **Jury Duty.** Hospital believes that it is the responsibility of nurses to
   perform their civic duty. In keeping with this philosophy, time off is granted
   for scheduled workdays for nurses to meet this obligation. Nurses are
   paid for jury duty leave at their regular rate of pay for prescheduled
   workdays only. Jury duty pay, issued by the court system, may be kept by
   the nurse in addition to his/her regular pay. A nurse who is excused from
   jury duty when at least four hours remain in his/her workday must report to
   work. Volunteering for jury duty will disqualify nurses for jury duty pay.

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

At times nurses may need extended periods of time away from the job to take care of personal needs. These absences may be paid or unpaid depending on the type of leave and available accruals. It is the intent of Hospital to comply with all applicable federal and state laws regarding leaves of absence. With respect to protected leaves, whenever federal and state laws differ, Hospital will comply with the law that is more generous to the nurse. When federal or state laws provide greater rights than those enumerated below, the provisions of law will apply. For further information, refer to HR-27.

A. TYPES OF LEAVES

1. **Family** - generally up to 12 weeks per year for an eligible nurse’s own serious health condition, to care for a family member with a serious health condition, to care for an infant or newly adopted or foster child, or to care for a child who does not have a serious health condition but who requires home care. Under Oregon law, an eligible nurse is entitled to an additional 12 weeks of leave per year in certain circumstances. Information regarding nurse rights and entitlements under applicable state and federal leave laws is available in the Human Resources Department.

2. **Educational** - up to one year for education/training that is directly related to the nurse’s job.

3. **Personal** - up to 12 weeks for personal business.

4. **Military** - the maximum time granted will be in keeping with the order and in accordance with applicable laws. Nurses are also entitled to up to one month of leave for annual military training duty.

5. **Workers’ Compensation** - for injuries or illnesses caused by work activities.
6. **Domestic Violence** - reasonable unpaid leave to address domestic violence, sexual assault, or stalking of the employee or his/her minor dependents.

B. **REQUESTS FOR LEAVES.** When a nurse will be away from his/her job for any amount of time (except for vacation), a request for leave must be submitted. A request for family leave should be made on the form provided by the Human Resources Department at least 30 days before the leave will begin, or as soon as practicable after the nurse learns of the necessity for the leave. Hospital may designate time off taken by a nurse for a purpose covered by the federal Family and Medical Leave Act (“FMLA”) or the Oregon Family Leave Act (“OFLA”) as FMLA and/or OFLA leave.

A request for an educational, personal, military, or domestic violence leave must also be made in writing on the form provided by the Human Resources Department at least 30 days before the leave will begin or in the case of a military leave, as soon as practicable after the necessity for the leave becomes known to the nurse, unless otherwise provided by applicable law.

C. **APPROVALS.**

1. Leaves of less than 14 days can be approved by department managers.

2. Leaves of 14 days or more must be approved by the Human Resources Department.

3. Managers may approve absence of up to 14 consecutive calendar days off without pay for personal or educational reasons, after PLH and/or EIH (if eligible) has been exhausted. For further information refer to Leave of Absence policy HR-27.

D. **MEDICAL VERIFICATION.** In the case of a family leave, medical verification of the need for the leave may be required. The medical verification may be required before an anticipated leave begins or, in the event of an unanticipated...
leave, within 15 days of a request for the verification, unless not practicable. In certain cases, a second opinion by a health care provider designated by Hospital may be required at Hospital’s expense. Hospital may also require the nurse to submit periodic medical verification updates.

E. USE OF PLH AND EIH. Accrued PLH may be used, in accordance with the guidelines of the TOTAL program, to cover any leave of absence except a workers’ compensation leave. Accrued PLH must be used before going into an unpaid status. In the case of a workers’ compensation leave, the nurse will receive medical and time-loss benefits through Hospital’s workers’ compensation insurance carrier in accordance with applicable state law. Accrued EIH may be used for any family leave as provided by applicable law. A nurse taking military leave may choose to take the leave unpaid or may use PLH.

F. BENEFIT ACCRUAL. A nurse will continue to accrue PLH and EIH at his/her regular rate of accrual as long as he/she is in a pay status. When no longer in a pay status, further accrual of PLH and EIH will cease until the nurse returns to work.

G. INSURANCE BENEFITS WHILE ON LEAVE. Hospital will continue to pay its portion of nurses’ group health insurance benefit premium for up to 12 weeks for family leaves, military leaves, and workers’ compensation leaves. Nurses remain responsible for paying their portion of the premiums. It is the responsibility of the nurses to contact the Human Resources Department to make payment arrangements for his/her portion of the premium. A nurse’s group health insurance benefits will be canceled on the first day of the month immediately following the date on which the nurse has completed 12 weeks of leave, unless the nurse has contacted the Human Resources Department prior to completion of the 12-week period. If the nurse has contacted the Human Resources Department within the required time, he/she may continue to receive coverage under Hospital group health insurance coverage by paying 100 percent of the premium (Hospital portion plus the nurse portion). If after 24 weeks the nurse
has exhausted all accrued paid leave time, he/she will be offered continued
health coverage through COBRA.

A nurse on leave of absence may choose to cancel his/her group health
insurance coverage during the leave. In that event, their group health insurance
coverage will be reinstated upon the nurse’s return to work by completing a new
enrollment form in the Human Resources Department.

H. REQUESTS FOR EXTENSION. A nurse may request an extension to his/her
leave. To request a leave extension, the nurse should use the leave request
form available in the Human Resources Department. All extensions must be
approved by the Human Resources Department and the nurse’s department
manager. If a nurse requests an extension of a family leave beyond the
maximum to which the nurse is entitled under federal and state law, the nurse will
not maintain his/her reinstatement rights under those laws.

I. RETURN TO WORK. A nurse must contact his/her nurse manager or the
Human Resources Department at least two weeks before his/her approved leave
is to end either to request a leave extension or to be added to the department
schedule. If two weeks’ notice is not possible, the nurse should give as much
notice as practicable. In the case of a family leave for the nurse’s own serious
health condition or a workers’ compensation leave, a physician’s release must be
submitted to the nurse manager before beginning work.

A nurse returning from an authorized family leave, military leave, domestic
violence leave, or workers’ compensation leave will be returned to the same
position held when the leave began or, if this is not possible, to an equivalent
position with equivalent benefits, pay, and other terms and conditions of
employment. A nurse returning from a personal leave or an educational leave
will be returned to the first available comparable position for which the nurse is
qualified.
A nurse who has not returned to work when the leave of absence has ended will be considered to have voluntarily terminated employment unless the nurse is on a workers’ compensation leave or is otherwise eligible for additional leave under federal or state law. Hospital may request periodic updates concerning the nurse’s status and intent to return to work.

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

K. FORMS AND QUESTIONS. Leave of absence request forms and additional information concerning nurse rights and entitlements under FMLA and OFLA are available in the Human Resources Department. Questions concerning this policy or the procedures under it should be referred to the Human Resources Department or Association.
MEMORANDUM OF UNDERSTANDING REGARDING
THE SHORT NOTICE SHIFT INCENTIVE

For the term of this Agreement, the parties agree to the following terms regarding the Extra-Shift Incentive:

1. The Short Notice Shift Incentive is to be used only for those shifts that are called off for illness, injury, bereavement leave, sustained patient surge, potential department divert, boarding multiple critical patients, or jury duty (for any days the nurse did not have advance notice) 48 hours or less before the shift starts or because of increased patient census within the last 48 hours.

2. Short Notice Shift Incentive is available only to nurses who have budgeted hours of 36 or more hours per pay period a budgeted FTE and work at least their FTE in the pay period when the short notice shift incentive is earned to all bargaining unit nurses. However, only for the Per Diem Nurses who have worked 24 hours in the same period.

3. Short Notice Shift Incentive is available only for extra work and not for regularly scheduled work or traded days.

4. Short Notice Shift Incentive is available for all nursing units.

5. If a nurse reduces his or her budgeted hours after July 15, 2002, this Short Notice Shift Incentive is not available to such nurse (regardless of hours he or she works) for a period of 6 months one year from the date the nurse reduces his or her budgeted hours.

6. If a nurse does not work his or her regularly scheduled shifts for reasons other than prescheduled PLH/EIH or low census, the nurse will be ineligible for the Short Notice Shift Incentive for the same number of shifts that the nurse missed during a pay period.
7. This Short Notice Shift Incentive does not apply to overtime hours associated with a normally scheduled shift to complete shift duties (e.g., charting). Further, this Short Notice Shift Incentive is available only for shifts of four (4) hours or more, except for nurses who are working a short notice shift immediately following or preceding a 12-hour shift, in which case it is available for shifts of three (3) hours or more.

8. The hours designated as Short Notice Shift Incentive hours will be paid as follows:

(a) Time and one-half the nurse’s regular hourly rate for work that would have been paid at straight time.

(b) Two times the nurse’s regular rate if the nurse would already have been paid at time and one-half for such hours.

9. For Surgery and GE Lab, Birth Center, Cath Lab and PACU, Short Notice-call Shift will be paid at the rate of $8.00 per hour for standby. (Call back work is at the normal rates specified in the collective bargaining agreement).

10. Extra-shift and Odd-shift differentials are not to be added on to the hours for the Short Notice Shift Incentive that is in use.

11. Weekend differentials and shift differentials will be paid as applicable.

12. Nurses scheduled to receive Short Notice Shift Incentives will be canceled first and will not count for low census.
MEMORANDUM OF UNDERSTANDING

Labor-Management Committee

A Labor-Management Committee shall be established by March 31, 2018. The purpose of the Committee will be to foster improved communication between the Hospital and Association and to discuss matters of mutual concern, including, but not limited to, professional nursing care, employee benefits, and avoiding grievances. The Committee shall be limited to an advisory rather than a decision-making capacity. However, if the members of the Committee are in agreement on resolution of an issue, such members shall recommend the resolution to the appropriate decision-makers.

A. The Committee shall consist of representatives of management and up to three (3) employees selected by the bargaining unit. Participation in Committee meetings will be considered as time worked up to a maximum of two (2) hours per day, and paid at the appropriate rate of pay.

B. The parties agree that training is an important component of an effective Labor-Management Committee, and therefore agree to participate in Labor Management Committee training provided by the Federal Mediation and Conciliation Service, the costs of which will be equally split between the Hospital and the Association.

C. The Labor Management Committee will first meet within thirty (30) days after initial training, and will meet bimonthly thereafter.

D. Agendas will be developed jointly. The minutes will be written and jointly approved prior to distribution. The Employer will make the minutes available on Tualipedia.

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

The Employer and the Association agree that this Memorandum of Understanding will expire on March 31, 2020, unless extended by the parties. The parties agree that they will consider extending this Memorandum of Understanding thirty (30) days prior to the period that it will expire by its terms.
MEMORANDUM OF UNDERSTANDING REGARDING Break Relief Nurses

Effective within 60 days of ratification, the Hospital will commit to assigning to each unit or cluster, as defined below, a Break Relief Nurse for the purposes of rest and meal breaks. Break Relief Nurses will relieve RNs with permanent patient assignments for rest and meal breaks. Break Relief nurses will not have permanent patient assignments.

Units are defined as:

• ICU/PCU
• Med Surg
• ER
• GI Lab
• Family Birth Unit

Hospital agrees to work on level loading in PACU, Day Surgery, TOPS, OR, and Cath Lab for the purpose of breaks. Break coverage in these units will be assessed quarterly in Labor Management meetings.

Any nurse performing the role of Break Relief Nurse shall receive a three dollar ($3.00) per hour differential over the base wages addressed in Appendix A.

In order to staff this new position, the Association agrees to waive the posting and seniority requirements of Article 15 to permit former ANM 1s the first opportunity to apply for and be awarded Break Relief Nurse positions. Should former ANM 1s not apply for or be awarded a Break Relief Nurse position within seven (7) days of posting, the requirements of Article 15 will govern the process of filling the Break Relief Nurse positions.

This is a pilot program. Accordingly, the Employer and the Association agree that this Memorandum of Understanding will expire on March 31, 2020, unless extended by the parties.
Memorandum of Agreement

Staffing Issues in Family Birth Unit

In order to address short-term staffing issues and anticipated increased patient volume in the Family Birth Unit, Tuality Hospital and the Oregon Nurses Association hereby agree to the following provisions for nurses working in the Family Birth Unit only. This Memorandum of Agreement will run concurrently with the parties’ collective bargaining agreement and will supersede any contrary provisions of the parties’ collective bargaining agreement.

1. The extra/odd shift differential shall be $12.00 per hour instead of $5.00 per hour for nurses who work an extra/odd shift on night shift in the Family Birth Unit.

2. A nurse working in the Family Birth Unit will not be floated or low censused if there is a training opportunity available to address a documented incomplete competency for that nurse.

3. A nurse working in the Family Birth Unit who is floated to another unit will be returned to the Family Birth Unit if a training opportunity to address a documented incomplete competency for that nurse becomes available.

4. A nurse working in the Family Birth Unit who is floated to another unit will be returned to the Family Birth Unit before the Hospital calls in the night call nurse.

5. The Hospital will implement a voluntary night call schedule for three months following ratification of the parties’ 2016-2017 collective bargaining agreement. The voluntary night call schedule will be extended if night call is being adequately covered. “Adequately covered” for purposes of this paragraph means that the number of night call shifts being covered per month equals the number of nurses (full-time, part-time and per diem) who are assigned to the Family Birth Unit (in other words, the voluntary night call is covering the equivalent of one night call shift per month per nurse).

6. If after four months the voluntary night call schedule is not adequately covering night call shifts, as defined in paragraph 4 above, the Hospital may implement scheduled night call in the Family Birth Unit. Each nurse in the Family Birth Unit will be scheduled for not more than one night call shift per month, unless the nurse agrees to additional night call shifts.

7. Nurses assigned to night call will not be called in except to cover surges in patient census not covered by core staffing (as it may be adjusted from time-to-
time) or to cover for a nurse who was scheduled to work and calls off for the shift, as provided in Section 8, below.

8. For call-offs, the Hospital will offer Short Notice Shift Incentive prior to calling in the night call nurse.

9. Hospital nursing management will meet after four months and at least once every six months thereafter with ONA nurse representatives working at the Hospital to evaluate the effectiveness of this Memorandum of Agreement.
CONTRACT RECEIPT FORM

(Please fill out neatly and completely.)
Return to Oregon Nurses Association,
18765 SW Boones Ferry Road Ste 200, Tualatin OR 97062-8498
or by Fax 503-293-0013. Thank you.

Your Name: _________________________________

I certify that I have received a copy of the ONA Collective
Bargaining Agreement with Tuality Community Hospital

Signature: ___________________________________

Today’s Date: _____________________________

Your Mailing Address __________________________
____________________________________________
____________________________________________

Home Phone: __________________
Work Phone: __________________
Email: _________________________
Unit: __________________________
Shift: _________________________

GSB: 9242102.2