COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OREGON NURSES ASSOCIATION

AND

PEACE HARBOR HOSPITAL

July 1, 2011 through December 31, 2013
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THIS AGREEMENT is made and entered into by and between Peace Harbor Hospital (hereinafter referred to as “Hospital”) and the Oregon Nurses Association (hereinafter referred to as “Association”).

ARTICLE 1 – RECOGNITION AND MEMBERSHIP

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

1.2 Association Membership.

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

1.2.2 Religious exemption. The Association recognizes the rights of employees based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member to refrain from membership in the Association or from making payment to the Association in the form of payments in-lieu-of dues. In such instances, the employee shall pay an amount of money equivalent to regular Association dues and initiation fees, if any, to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the representative of the Association. The employee shall furnish written proof to the Hospital and the Association at least annually that this is being done.
1.2.3 **Dues deduction.** Upon written authorization, on the Association form provided by the Association to the Hospital to be made available to nurses, members of the Association and nurses making their payments in-lieu-of dues may have regular monthly dues or payments in-lieu-of dues deducted from their paychecks.

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

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

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

1.2.7 **Indemnification.** The Association agrees to indemnify and hold harmless the Hospital and its agents for any loss or damage arising from the performance of these services.

**ARTICLE 2 – ASSOCIATION REPRESENTATION**

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

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

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

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

2.5 Orientation of Newly Hired Nurses. During the unit orientation of newly hired nurses, the Hospital shall provide an Association representative with a 30-minute period to discuss the Association. This period will be paid time for the newly hired nurses, but will be on the Association representative’s own time. The Hospital will cooperate in releasing an Association representative, if a nurse, from duty to attend such meeting, and the Association will cooperate to provide an alternate representative where such release would cause staffing problems for the Hospital. The Hospital may choose to have a Hospital representative
2.6 **Time Off for Negotiations.** The parties will make every effort to schedule bargaining sessions as far in advance as possible to minimize disruptions to work schedules. The Hospital shall make a good faith effort to grant requested time off for all Association local bargaining team members to attend contract negotiations sessions. The nurse must give reasonable advance notice to the Hospital of any such requested time off. Nurses may elect, but shall not be required, to use PTO for such time off.

2.7 **Association’s Non-Waiver of Rights.** The Association’s failure to exercise any right, prerogative or function it may have, including but not limited to the processing of a grievance, an unfair labor practice complaint, or other assertion in a particular way, shall not be considered a waiver of the Association’s right to exercise such right, prerogative or function, or preclude it from exercising the same in some other way not in conflict with the expressed provisions of this Agreement.

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

### ARTICLE 3 – DEFINITIONS

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

3.2 **Full-Time Nurse.** A nurse regularly scheduled for forty (40) hours per week.

3.3 **Part-Time Nurse.** A nurse regularly scheduled for less than forty (40) but at least twenty (20) hours per week.

3.4 **Relief Nurse.** A nurse hired to provide coverage on an intermittent basis. Relief nurses must be available to work a minimum average of three (3) scheduled shifts, including one (1) scheduled weekend shift, per month, except that each
relief nurse shall be allowed an annual six-week period of non-availability. This minimum availability is not required for any nurse who has been continuously employed at least five (5) consecutive years in a regularly scheduled position.

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

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

3.7 Probationary Nurse. A newly hired nurse shall be on probationary status during the first six (6) months from date of hire. The probationary period of a nurse may be extended by mutual agreement between the Hospital, the Association and the nurse for up to three (3) additional months. It is the Hospital’s objective and desire that every newly hired nurse continue his/her employment beyond the probationary period. Nurses shall regularly receive feedback on their performance during the probationary period. In the event that a probationary nurse is deemed not to be meeting expectations after four (4) months of employment, the nurse will receive a written evaluation that identifies the areas of deficiency.

3.8 Preceptor Nurse. Nurses assigned by the Hospital to mentor another nurse during the first three (3) weeks of a mentee’s preceptorship or as otherwise mutually decided between the mentor, manager and mentee. Nurses shall also be deemed to be in a preceptor role when assigned by the Hospital to mentor a student nurse, unless the nurse is receiving compensation for such activity from a third party. The selection of bargaining unit nurses and other individuals to perform the preceptor role shall be in the sole discretion of management. A preceptor shall have a reduced patient assignment consistent with the performance of additional duties in the role of preceptor.
ARTICLE 4 – EQUAL OPPORTUNITY

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

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

ARTICLE 5 – MANAGEMENT RIGHTS

5.1 Management Rights. The Hospital retains all the customary, usual and exclusive rights, decision making prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the Hospital or any part of it. The rights of employees in the bargaining unit and the Association are limited to those specifically set forth in this Agreement; and the Hospital retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement. These rights of management shall include, but not be limited to, the right to require standards of performance and to maintain order and efficiency; to direct nurses; to schedule staff to perform work; to determine materials and equipment to be used; to determine methods and means by which operations are to be conducted; to determine staffing requirements; to extend, limit, curtail or subcontract all or any part of its operations; to establish new jobs, or eliminate or modify existing job classifications; to hire, promote, assign and retain nurses; to lay off nurses and to relieve nurses from
duty because of lack of work; to recall nurses; and to promulgate rules, regula-
right shall not require a nurse to violate the nurse’s licensure requirements under
for the Nurse Practice Act or to expose a patient or employee to unsafe treatment or

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

ARTICLE 6 – EMPLOYMENT STATUS

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

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

6.3 Personnel Files/Confidentiality. Nurses shall have the opportunity to inspect
and copy their personnel files. When any record is added to or deleted from a
nurse’s personnel file, the nurse will be notified within a reasonable time and be
given an opportunity to add a written rebuttal to the file. Except as required by
law, all personnel matters shall be confidential between the nurse, the nurse’s
representative, and Hospital management. Upon request from the nurse, written
disciplinary notices for conduct other than safety, dishonesty, conduct
threatening or endangering patient safety, or harassment or assault/violence against another person, will be expunged from the nurse’s personnel file after 24 months, if there have been no further disciplinary occurrences of any kind during that period.

6.4 **Substance-Free Workplace Policy.** The Hospital shall continue to maintain, administer and enforce a Substance-Free Workplace Policy, as that policy may be amended from time to time.

6.5 **Accessibility of Policies.** Personnel and nursing policies and procedures shall be readily accessible to bargaining unit nurses at all times.

**ARTICLE 7 – GRIEVANCE PROCEDURE**

7.1 **Definitions.**

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

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

c. **Days.** Reference to days in this Article shall include all days except Saturdays, Sundays, and holidays listed in this Agreement.

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

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

**Step 1** Within ten (10) days after the occurrence of the cause of the complaint or after the date when the grievant should have reasonably become aware of such occurrence, the grievant involved will reduce his or her grievance to writing, stating his or her understanding of the reasons therefor, the provision violated, the date of
occurrence, and the relief requested, and will present it to his or her immediate supervisor. Within ten (10) days after the grievance is submitted to the immediate supervisor, the supervisor will respond with a decision in writing to the grievant and the Association. A grievance meeting shall be held if either party requests it. If such a meeting occurs, the supervisor may require that the grievant attend. The grievant may be represented at this meeting by any representative of the Association.

**Step 2**

If the grievant is not satisfied with the decision concerning his/her grievance made by the immediate supervisor, he/she may, within five (5) days of receipt of such decision, submit the grievance to the Regional Vice President of Acute Care Services. Within ten (10) days following such submission, the Vice President or designee shall render his/her decision in writing to the grievant and the Association. A grievance meeting shall be held if either party requests it.

**Step 3**

If the grievant is not satisfied with the decision concerning his/her grievance made by the Vice President, he/she may, within five (5) days of his/her receipt of such decision, submit the grievance to the Regional Chief Executive Officer (CEO). Within ten (10) days following such submission, the CEO shall render his/her decision in writing to the grievant and the Association. A grievance meeting shall be held if either party requests it.

**Step 4**

If the grievant or the Association is not satisfied with the decision on the grievance by the CEO, the Association may request within five (5) days from receipt of the CEO’s decision that the grievance be brought to arbitration. The Association shall request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service, and the parties shall alternately strike one name from the list until only one name remains. The order of striking shall be determined by lot. The one name remaining shall be the arbitrator. The striking
process shall be completed within five (5) days of receipt of the list of arbitrators.

7.4 **Association Grievance.** A grievance, as defined in Section 7.1, relating to occurrences actually involving at least three (3) nurses or arising under the Association Business article, may be initiated by the Association at Step 2 of the above-mentioned procedure by the filing of a written grievance, signed by a representative of the Association, within twenty-one (21) days from the date of occurrence. Such grievance shall describe the problem and the contract provisions thought to be violated.

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

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

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

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

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

**ARTICLE 8 – HOURS OF WORK**

8.1 **Work Schedules.** Nurses’ regular hours of work shall be posted at least fourteen (14) days in advance of their effective date. Once posted, the scheduled hours of a nurse may be changed only in the event of an emergency, reduction in force, low census, termination of employment, or by mutual agreement of the affected nurse(s) and the Hospital. Nothing in this section or any part of this Agreement shall be construed as a guarantee of hours of work.

8.2 **Meal and Rest Periods.** Nurses shall be scheduled for a one-half (½) hour unpaid meal period if they are scheduled to work more than four (4) hours. A nurse shall be scheduled for a fifteen (15) minute paid rest period during each hour period of work. In the rare event that a rest break is not obtained by a nurse within this time frame, the nurse may, with supervisory approval, take the break later in the shift in conjunction with or prior to a full, partial or missed meal break.
8.3 Additional Hours of Work. Nurses recognize that hours of work and/or overtime continuous with the nurse’s shift may be required by the Hospital in addition to the nurse’s regularly scheduled hours of his or her position and/or other voluntarily scheduled hours. However, the Hospital agrees that it will not require additional hours of work and/or overtime without having first complied with the requirements set forth in Sections 10-15 of OAR 333-510-0045, Nursing Services Staffing. Mandatory overtime patient care assignment shall be on a semi-annual rotating basis beginning with the least senior qualified nurse. No nurse shall be required to work when the nurse, in his or her judgment, is unsafe to perform patient care duties. The Hospital shall notify the Association in a timely manner and in writing of the affected bargaining unit nurse’s name, number of required hours worked, shift and unit, and a brief description of the circumstances that made mandatory overtime necessary. These mandatory overtime provisions do not apply to nurses who are on call following their scheduled shift. The Hospital also agrees not to require additional hours of work, from less than full-time employees, for the purpose of saving overtime payment to a nurse who would have volunteered to work the additional hours.

8.4 Variable Shifts. There shall be no more than eight (8) full-time and part-time positions consisting of more than one shift at any one time in the bargaining unit. Nurses may be scheduled to work variable shifts with their consent.

8.5 Alternate Length Shifts. Alternate length shifts may be established by written mutual consent between the Hospital and the individual nurse. In the event that the Hospital contemplates movement to 9-hour, 10-hour or 12-hour shifts for several positions within a department or unit, mutual agreement with the individual nurse shall not be required; the Hospital, however, shall notify and meet with the Association, upon request, to bargain regarding such contemplated action. The Hospital shall not unilaterally implement such contemplated action without the Association’s consent, but the Association shall not be arbitrary or capricious in withholding its agreement.

a. Discontinuance of an alternate length shift shall be by mutual consent only, except that if a nurse scheduled in a complementary manner to one or more nurses vacates his or her schedule and the schedule is not readily
filled, discontinuance of the complementary scheduled shifts may be
initiated by the Hospital at least twenty (20) days in advance of the posting
of the next work schedule. Moreover, in the event the Hospital contem-
plates discontinuance of several alternate length shifts or the remainder of
such shifts within a department or unit, the Hospital shall notify and meet
with the Association, upon request, to bargain regarding such contem-
plated action. The Hospital shall not unilaterally implement such
contemplated action without the Association’s consent, but the Association
shall not be arbitrary or capricious in withholding its agreement.

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

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

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

8.7 On-Call Practices. The Hospital shall have the right to implement permanent
changes to current on-call scheduling policies and established practices only
after having notified and bargained with the Association over such proposed
changes. A nurse who is not scheduled to work from 0700 on Monday through
0700 on Saturday will not be scheduled to be on-call during the following
weekend without the nurse’s consent.

8.8 Repeated or Lengthy Call-Ins. If a nurse experiences repeated or lengthy call-
ins during an on-call shift immediately preceding a scheduled shift, and the nurse
requests the scheduled shift off or reduced hours for that shift, then the Hospital shall use its best efforts to accommodate the nurse’s request. The nurse shall make such request to the appropriate supervisor at his/her earliest opportunity. The nurse shall not be required to use PTO for the scheduled hours not worked.

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

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

ARTICLE 9 – COMPENSATION

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

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

9.3 Credit for Prior Experience. A nurse with at least two (2) years of full time equivalent (FTE) experience in an acute care hospital prior to hire will be started at not less than the applicable step indicated below:
2 to 3 years out of last four (4) years  Step 2
4 to 5 years out of last six (6) years  Step 3
6 to 7 years out of last eight (8) years  Step 4
8 or more years out of last ten (10) years  Step 5

9.4 **Charge Nurse Differential.** A nurse in the classification of charge nurse shall receive a differential of ten percent (10%) of the Step 1 hourly rate for all compensated hours. A relief charge nurse shall receive a differential of seven percent (7%) of the Step 1 hourly rate for all hours worked in that capacity.

9.5 **Shift Differential.** A nurse who works more than half her/his shift between 1500 and 2300 hours shall receive a shift differential of 7% of the Step 1 hourly rate. A nurse who works more than half his/her shift between 2300 and 0730 hours shall receive a shift differential of 20% of the Step 1 hourly rate. Nurses who are given a patient care assignment on a shift adjoining their regularly scheduled shift (excluding nurses receiving call-in compensation pursuant to Section 9.15.4) shall receive the applicable differential for that shift or the differential received on their regularly scheduled shift, whichever is greater, for all hours worked on such shift. If a nurse is entitled to receive overtime or premium pay under this Agreement, and if the nurse is also entitled to receive shift differential under this paragraph, then the shift differential shall be included in the amount that is subject to the overtime or premium rate.

**9.6 Call Pay.** On-call compensation of $3.75 per hour, and $4.25 per hour on holidays, shall be paid when the Hospital requires a nurse who is not on duty to remain available to report for work on short notice. A nurse placed on-call shall continue to receive said compensation for the remainder of her/his normal on call shift duration. On-call compensation shall cease, however, in the event the nurse is called in to work.

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

9.8 Mileage Reimbursement. Nurses required to use their automobiles while on
duty (other than for mileage equivalent to travel from home to the customary
workplace and return) shall be paid mileage reimbursement equivalent to the
existing allowable IRS rate per reimbursable mile for private car mileage incurred
on behalf of the Hospital.

9.9 Weekend Differential. For weekend work, including call-in from an on-call
status, nurses shall be paid a weekend differential of $1.00 per hour worked.
The differential shall be additional to, and not included within, any premium pay.
The weekend differential shall apply to shifts commencing on Saturday and
Sunday for the day and evening shifts, and to shifts commencing on Friday and
Saturday for the night shift.

9.10 Certification Pay. A nurse who obtains and maintains a nationally recognized
nursing certification shall receive in addition to the regular pay an annual amount
of $1,000 to be paid each March as long as the nurse has been scheduled at
least one shift on the posted work schedule during the year in the area of
certification. Payment shall not be provided to any nurse for more than one (1)
certification. To be eligible for such pay, proof of certification must be on file prior
to March 1. A nurse may become eligible for a payment of $500 in the initial year
of certification if proof of certification subsequent to March 1 is on file prior to
September 1. An approved certification list shall be established by mutual
agreement between the PNCC and the nursing executive or designee and shall
be updated on an annual basis.

9.11 Relief Nurse Differential. A relief nurse shall be paid a differential of 15% of the
nurse’s hourly wage in lieu of benefits. Under this Agreement, relief nurses are
not entitled to benefits under Article 10, Article 15.1 or Article 9.15.3.
9.12 **Preceptor Pay.** Nurses assigned by the Hospital to perform the role of preceptor, as defined in Section 3.8, shall receive a differential of $1.25 per hour for each hour that the nurse is assigned to perform the duties of a preceptor.

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

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

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

9.15 **Premium Pay at Time and One-Half.** To the extent hours are compensated for at the overtime rate pursuant to Section 9.14 or at a premium rate under this section (other than holiday pay specified under Section 9.15.5), they shall not again be counted as hours worked under the same or any other provision of this Agreement. Except where double time is expressly provided for under this Agreement, overtime and premium pay calculations shall never result in pay at a rate greater than one and one-half (1½) times the regular rate of pay for the same hours worked or paid for under any of the terms of this Agreement. Premium pay shall be payable at the rate of 1½ times the regular rate of pay in the following circumstances:
9.15.1 Work in excess of regularly scheduled shift. Hours worked in excess of the nurse’s regularly scheduled shift of at least eight (8) hours within a twenty-four (24) hour period following the beginning of the shift.

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

9.15.3 Unscheduled shifts. All hours worked in excess of 32 hours in a workweek by regularly scheduled nurses as a result of volunteering for remaining unscheduled shifts after the schedule has been posted. For nurses who are regularly scheduled to work 30 hours per week, this threshold shall be 30 hours. The foregoing thresholds shall include low census hours. Regularly scheduled nurses who are specifically requested by the Hospital to work shall also be entitled to this pay.

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

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

9.15.5 Holidays. Hours worked on any of the following holidays:

- New Year’s Day
- Memorial Day (Last Monday in May)
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- Labor Day
Holiday pay shall apply for all hours worked from 11:00 p.m. on the day preceding the holiday until 10:59 p.m. on the actual holiday.

Holiday pay shall continue to apply on President's Day in 2012, but shall be discontinued in 2013.

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

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

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

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

ARTICLE 10 – PAID TIME OFF (PTO)

10.1 General. Paid Time Off (PTO) provides compensated time off for the nurse to use as he/she determines it best fits his/her own personal needs or desires, as
set forth below for absences from work. PTO supersedes and is in lieu of
provisions for vacations, holidays, and sick leave, except as specifically referred
to below. All nurses at .5 FTE and above are eligible to accrue PTO.

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

10.3 **Accrual Rates.** An eligible nurse shall accrue PTO as follows:

<table>
<thead>
<tr>
<th>Months of Continuous Employment</th>
<th>Accrual Per Accrual Base Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>1(^{st}) through 48(^{th})</td>
<td>.1 hours (approximately 26 PTO days [208 hours] per year for a full-time nurse).</td>
</tr>
<tr>
<td>49(^{th}) through 108(^{th})</td>
<td>.1192 hours (approximately 31 PTO days [248 hours] per year for a full-time nurse).</td>
</tr>
<tr>
<td>109(^{th}) through 180(^{th})</td>
<td>.1385 hours (approximately 36 PTO days [288 hours] per year for a full-time nurse).</td>
</tr>
<tr>
<td>181(^{st}) through 240(^{th})</td>
<td>.1500 hours (approximately 39 PTO days [312 hours] per year for a full-time nurse).</td>
</tr>
<tr>
<td>241(^{st}) or more</td>
<td>.1577 hours (approximately 41 PTO days [328 hours] per year for a full-time nurse).</td>
</tr>
</tbody>
</table>
Effective January 1, 2013, an eligible nurse shall accrue PTO as follows:

<table>
<thead>
<tr>
<th>Months of Continuous Employment</th>
<th>Accrual Per Accrual Base Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>1&lt;sup&gt;st&lt;/sup&gt; through 48&lt;sup&gt;th&lt;/sup&gt;</td>
<td>.10769 hours (approximately 28 PTO days [224 hours] per year for a full-time nurse).</td>
</tr>
<tr>
<td>49&lt;sup&gt;th&lt;/sup&gt; through 108&lt;sup&gt;th&lt;/sup&gt;</td>
<td>.12692 hours (approximately 33 PTO days [264 hours] per year for a full-time nurse).</td>
</tr>
<tr>
<td>109&lt;sup&gt;th&lt;/sup&gt; through 168&lt;sup&gt;th&lt;/sup&gt;</td>
<td>.14231 hours (approximately 37 PTO days [296 hours] per year for a full-time nurse).</td>
</tr>
<tr>
<td>169&lt;sup&gt;th&lt;/sup&gt; through 228&lt;sup&gt;th&lt;/sup&gt;</td>
<td>.1500 hours (approximately 39 PTO days [312 hours] per year for a full-time nurse).</td>
</tr>
<tr>
<td>229&lt;sup&gt;th&lt;/sup&gt; or more</td>
<td>.15385 hours (approximately 40 PTO days [320 hours] per year for a full-time nurse).</td>
</tr>
</tbody>
</table>

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

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

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

b. Requests for PTO shall be made no earlier than the first (1st) of the month that is six (6) months prior to the month during which the PTO is to be taken. Such requests shall be made no later than the tenth (10th) of the month prior to the month during which the PTO is to be taken. The nurse should complete a PTO request form and submit it to the Director of Nursing or designee, who will respond to the request within fifteen (15) days of receipt.
c. In the event of conflict between requests for the same PTO dates, requests made in accordance with b above will be given preference, in order of receipt, by work week, by the Hospital. If conflicting requests are received within the same work week, preference will be based on seniority, except that a nurse who obtained requested PTO based on seniority preference within the preceding 24 months may not use seniority preference. If the nurses involved in the conflict are all ineligible for seniority preference, preference will be decided by lot.

d. Nurses are expected to request PTO in accordance with b above. When a nurse does not request PTO in accordance with b above, the nurse must explain the reasons in writing, and any absences will be charged to accrued PTO. PTO may also be used for low census time.

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

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

f. Except where stated otherwise in this Agreement or an exception is approved by the nurse’s manager, a nurse is required to use PTO for requested time off.
10.5 Minimum Expected Use. Absent unusual circumstances, full-time nurses are encouraged to use at least eighty (80) hours of PTO per year (prorated for part-time employees) for rest and relaxation.

10.6 Limitations and Time Off Without Pay. PTO may not be used in advance of its accrual, on regularly scheduled days off, or to claim pay for time lost due to tardiness. When requests for scheduled time off conflict with staffing requirements on a unit, preference will be given to PTO requests over requests for time off without pay.

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

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

10.9 Donation of PTO. A nurse may donate a minimum of one (1) hour and a maximum of 250 hours per year of his or her accrued PTO for the benefit of another employee who has a medical hardship. The nurse desiring to donate PTO for another’s benefit must submit a written request to Human Resources with a description of the medical hardship. The Hospital shall review the request for approval based on a determination of whether the standards for medical hardship have been met. Any hours donated through this process shall be transferred to the other employee on an irrevocable basis.

10.10 Extended Illness Bank.

10.10.1 Use of EIB. An Extended Illness Bank (EIB) will not accrue additional hours and is administered as follows:

a. Accumulated but unused hours in a nurse’s EIB may be used after a continuous two (2)-working day waiting period for a full-time nurse or a one (1)-working day waiting period for a part-time or relief nurse during which the nurse is absent from work due to an injury or illness. PTO must be used during this waiting period if available. EIB hours must be requested in writing.

b. After becoming eligible to use EIB hours, such hours may also be used to supplement any Worker’s Compensation or disability insurance payments during a period of disability up to the nurse’s Appendix A hourly rate of pay.

10.10.2 Non-vested benefit. Hours in the EIB cannot be converted to PTO and are not payable except as provided in Section 1 above.

10.10.3 Limitations on use. Abuse of EIB privilege shall be cause for discipline and/or dismissal. A nurse who is unable to report to work because of any of the reasons set forth in Section 10.10.1 shall report the reason for the absence to his/her supervisor at least four (4) hours prior to the time the nurse is expected to report to work, except in an
emergency. At the discretion of the Hospital, EIB may be allowed only after presenting a written statement from a physician certifying that the nurse’s condition prevented him/her from appearing for work. If the Hospital affirmatively requires a medical examination exclusively for purposes of such verification, the exam shall be supplied and/or paid by the Hospital.

ARTICLE 11 – LEAVES OF ABSENCE

11.1 Absences Without Pay.

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

11.1.2 Return to employment – general. At the conclusion of a leave of absence of forty-five (45) days or less, the nurse will be returned to his/her former position on the same shift in the same nursing unit. If the leave is for forty-six (46) days or more, and the position has been filled by another nurse, the nurse may bid on any open position suitable to his/her qualifications and interests or, at the nurse’s option, be placed on the layoff/recall list and have recall rights for twelve (12) months from that date.

11.2 Family and Medical Leave. Family and medical leaves of absence will be administered by the Hospital consistent with applicable federal and Oregon state laws except that a nurse may elect to exclude from such payment up to 50 percent of the nurse’s PTO accrued as of the beginning of such leave.

11.2.1 Return to employment – FMLA or OFLA-designated leave. Nurses who have been on an FMLA-designated or OFLA-designated family or medical leave will be reassigned to their former position or an
equivalent position. If an FMLA-designated or OFLA-designated leave has extended beyond the statutory period allowed as FMLA or OFLA leave, and the position has been filled by another nurse, the nurse may bid on any open position suitable to his/her qualifications and interests or, at the nurse’s option, be placed on the layoff/recall list and have recall rights for twelve (12) months from that date.

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

11.4 Military Leave.

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

11.4.2 With pay. A nurse who has successfully completed the probationary period and who is a member of the National Guard or a reserve component of the Armed Forces shall be entitled, upon application, to a leave of absence from service for a period not exceeding fifteen (15) calendar days in any one (1) calendar year. Such leave shall be granted without loss of time, pay or other leave, and without impairment of other rights or benefits to which he/she is entitled; however, the nurse shall be required to transfer to the Hospital any compensation he/she receives for the performance of such duty. Military leave with pay shall be granted only when a nurse receives bona fide orders to temporary active training duty, and shall not be paid if the nurse does not return to his/her position immediately following the expiration of the period for which he/she was ordered to duty.
11.4.3 **Hospital policy.** In addition to the benefits granted in this Section 11.4, nurses shall be eligible for the same military leave benefits that are made available to all other employees in accordance with Hospital policy.

11.5 **Bereavement Leave.** Bereavement leave may be granted to any non-probationary nurse. A nurse who has experienced a death of a significant person in the family life of the nurse will be granted up to thirty-six (36) scheduled hours with pay within fourteen (14) consecutive calendar days from notice of death. For purposes of this provision, “significant person” includes spouse or domiciled partner; child (including foster child and stepchild); parent, brother, sister, grandparent or grandchild; step equivalent of parent, brother, sister, grandparent or grandchild; in-law equivalent of parent, child, brother or sister; and a person who was an integral part of the nurse’s household. If additional time for the leave is necessary, the nurse must request PTO for such additional time and obtain the supervisor’s approval in advance. All bereavement leave requests must be approved by the nurse’s department manager prior to the leave. The Hospital reserves the right to require proof of death prior to payment of such leave.

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

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

ARTICLE 12 – SENIORITY

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

12.2 Break in Seniority. Seniority shall be broken by:

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

b. Layoff exceeding twelve (12) months.

c. Failure to respond to layoff recall given in accordance with this Agreement.

d. Failure to return to work from a leave of absence.

12.3 Nurses Rehired Within 12 Months. Any non-probationary nurse who terminates and is rehired by the Hospital to a position covered by this Agreement within twelve (12) months from the date of termination (a) will be returned at the commencement of the same wage step at which the nurse had been paid prior to termination, (b) will not be required to complete a new probationary period, (c) will be credited with his or her previously accrued seniority, and (d) will have prior service credit count for PTO.
12.4 Bargaining Unit List. The Hospital shall prepare and furnish to the Association a seniority list within thirty (30) days of the close of the last pay periods in the months of November, February, May and August. Seniority shall be fixed upon issuance of each such list until the next seniority list.

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

ARTICLE 13 – POSTING OF VACANCIES

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

13.2 Selection Process. Qualified nurses who apply for a vacancy during the posting period set forth in Section 13.1 above will be offered the vacancy in order of seniority, unless a junior nurse has greater skill, education or experience related to the vacancy.

a. Upon filling the vacancy, the nurse awarded the position shall be identified and the nurse’s name posted. Other nurses who have submitted a written application will be entitled, upon request, to a written reason (i.e., seniority or qualifications) for the Hospital’s denial of the vacancy to said nurse.

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

13.3 Posting of New Benefited Positions. If a relief nurse works an average of twenty (20) or more hours per week in a unit during a calendar quarter, and such hours worked are not in replacement of other nurses’ use of PTO or leaves of absence, then the Hospital shall post a new benefited position of at least twenty (20) hours per week in that unit.
ARTICLE 14 – LAYOFF/RECALL

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

a. The Hospital shall provide at least fourteen (14) calendar days’ notice to the Association and to nurses in the affected nursing unit, as defined below, who potentially will be impacted as a result of the reduction in force, unless such advance notice is not possible due to circumstances beyond the Hospital’s control.

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

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

d. Any nurse who has been laid off in accordance with the preceding provisions may exercise seniority and displace the least senior nurse in another nursing unit if he/she possesses the ability to immediately perform the necessary work. The ability to immediately perform the necessary work shall not include the period of time customarily afforded a nurse for general orientation to a new nursing unit. Nurses receiving a 14-day notice shall have no less than five (5) days to exercise such right of seniority following receipt of the 14-day notice of position elimination. Any subsequently displaced nurse may then exercise seniority, if any, in the same manner set forth above. Such nurse shall be given not less than five (5) days after notification of displacement to exercise such right unless agreed otherwise between the Hospital and the Association. The nurse(s) so displaced shall be placed on layoff status. Nurses regularly scheduled for less than 20 hours per week may not bump nurses scheduled for 20 hours per week or more.
e. Nurses shall be recalled to work in inverse order of layoff, provided they are qualified to perform the duties of the position available. A nurse who is passed over retains his/her position on the recall list. Laid off nurses shall retain recall rights for twelve (12) months. Failure to report from layoff upon recall shall constitute voluntary surrender of layoff and recall rights.

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

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

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

b. In the event of low census, nurses will be placed on low census in the following order: (1) agency nurses, (2) nurses working at a premium or overtime rate of pay, (3) volunteers, (4) relief and temporary nurses, and (5) by a system of rotation among all remaining regular nurses (including traveler nurses), provided they are qualified to perform the available work. If low census is assigned before the beginning of the affected shift, the Hospital shall not be required to offer low census time to more than one (1) nurse, whose name shall be determined by an equitable rotation system from a volunteer list.

c. The Hospital may place a nurse assigned to low census time to be on-call during such low census time, if the nurse voluntarily agrees.

d. Charge nurses shall be included in the low census rotation. However, they shall not be placed on low census more than one (1) shift per pay period. Nurses qualified to be assigned relief charge in a particular area shall be considered to be qualified to replace a charge nurse in that area for purposes of low census rotation.
e. Nurses in a preceptor role shall not be included in the low census rotation for the first three (3) weeks of a mentee’s preceptorship, but they thereafter shall be included in the rotation.

ARTICLE 15 – HEALTH AND WELFARE

15.1 FlexAbility Program. All nurses who are regularly scheduled to work at least twenty (20) hours per week are eligible to participate in the FlexAbility program offered by the Hospital. Nurses shall be offered benefit options, in accordance with the terms of the FlexAbility program, with regard to medical plan, dental plan, vision plan, long-term disability coverage, life insurance, AD&D insurance, and health care and dependent care spending accounts.

15.1.1 Premiums. The Hospital shall continue to make available an amount of dollar credits toward the premiums for such benefit options, including an amount sufficient to cover one hundred percent (100%) of the premium cost for dental coverage and for medical coverage under the In-Network Plan for nurses, and fifty-five percent (55%) of the premium costs for dental coverage and for medical coverage under the In-Network Plan for nurses’ dependents. The Hospital shall make additional dollar credits available in the same percentages, respectively, for any increases in premium costs for dental coverage and for medical coverage under the In-Network Plan during the term of this Agreement. To the extent that the premium costs of the Open Network Plus Medical Plan exceed the In-Network Plan premium costs, the nurse shall be responsible for paying the cost of such difference.

Effective January 1, 2013, the foregoing percentage contributions toward premium costs will change as follows:

1. The Hospital will contribute a dollar amount sufficient to cover 100% of the total premium costs for the In-Network Plan for nurses regularly scheduled to work at least 32 hours per week, and to cover 82% of said premium costs for all tiers of coverage that apply to nurses and their dependents. The Hospital will also contribute a dollar
amount sufficient to cover 70% of the premium costs for the In-Network
plan for all tiers of coverage for nurses regularly scheduled to work a
minimum of 20 but less than 32 hours per week.

2. The Hospital will contribute for each dental plan offered a
donor amount sufficient to cover 70% of the premium costs for the
Dental Basic plan for all tiers of dental insurance coverage for nurses
regularly scheduled to work at least 32 hours per week, and 50% of the
premium costs for said plan for all tiers of dental insurance coverage
for nurses regularly scheduled to work a minimum of 20 but less than
32 hours per week.

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

15.3 Hospital Retiree Pharmacy Benefit Program. A Hospital retiree pharmacy
benefit program shall be provided for all eligible retiree nurses and their spouses
to purchase pharmaceuticals at Hospital cost, plus a dispensing fee, from
PeaceHealth Oregon Region pharmacies, including pharmacy mail order and
PeaceHealth Siuslaw Region contracted pharmacies. To be eligible for this
benefit, the retiree nurse (including relief staff nurses) must have (1) reached age
55, (2) had at least ten (10) years of service in the PeaceHealth system, (3) been
in a benefited position at the time of retirement, and (4) been enrolled in the
Hospital's self-insured pharmacy benefit at the time of retirement. The program
shall be subject to termination if the Hospital ceases its self-insured pharmacy
benefit, or if a national- or state-legislated pharmacy plan that is at least sub-
stantially equivalent to the Hospital's plan becomes available to retiree nurses
covered by this program.
15.4 Retirement Plans. The Hospital shall continue to make available to all nurses covered by this Agreement the opportunity to deposit a percentage of their pay in a Tax-Deferred Annuity (TDA) Plan. The Hospital shall continue to offer all eligible nurses non-contributory retirement benefits consisting of (1) Base contributions and (2) matching contributions on the nurses’ TDA deposits.

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

15.6 Hospital Discount. A Hospital discount policy shall be provided all eligible employees who have worked on the average twenty (20) or more hours weekly over the last six (6) months. Eligible employees who are not covered by insurance shall be entitled to a twenty-five percent (25%) discount on all Hospital incurred charges based upon the Hospital’s original charges. Eligible employees who are covered by insurance shall be entitled to a fifty percent (50%) discount on the remaining balance of all Hospital incurred charges once any and all applicable employee insurance’s have met their obligation of payment. This provision will remain in effect until such time that a PeaceHealth-wide discount program, regardless of its terms, is implemented for all Hospital employees.

ARTICLE 16 – PROFESSIONAL DEVELOPMENT

16.1 Professional Development Leave. The Hospital agrees to provide each nurse who has completed the initial probationary period with three (3) voluntary days of paid professional development leave during each July 1-June 30 period. Nurses completing probation during this period shall receive a pro-rated leave to the nearest day.

16.2 Professional Development Fund. The Hospital shall establish an annual fund of $15,000 to assist participating nurses in meeting registration and related expenses, including travel fees.
16.3 **Rate of Pay.** Nurses on professional development leave shall receive their normally scheduled shift regular rate of pay.

16.4 **Leave Requests.** Requests for leaves should be forwarded in writing to the nurse’s manager at least two (2) weeks prior to the posting of the schedule covering the period in which the leave is sought.

16.5 **Leave and Fund Guidelines.** The nurse’s manager, or designee, shall grant requests for professional development leave for bona fide voluntary educational programs, including home study for continuing education units (CEUs) and up to eight (8) hours of preparatory study for ACLS, NRP, PALS and certifications in accordance with Section 9.10, subject only to staffing needs and the $15,000 maximum amount in the fund. Bona fide educational programs are those related to the nurse’s current position or other nursing opportunities within the Hospital. The amount of money available for each nurse shall be allocated on a “first come first serve” basis. No nurse shall be entitled to more than $500 in expense reimbursements. Nurses completing probation during the July 1-June 30 period shall receive prorated reimbursement. The Hospital will provide the designated bargaining unit representative with professional development leave use and disbursements under this Article, upon written request.

16.6 **Training and Inservice Presentations.** Professional development is a shared responsibility. Nurses are required to complete 100% of their mandatory training requirements by the established training deadline, including on-line training on an annual basis. Mandatory training shall include, but not be limited to, life safety certifications required for nurses to work in designated patient care areas. The Hospital shall provide to nurses sufficient opportunity to timely complete their mandatory trainings. Nurses are responsible for scheduling their training so that they do not incur overtime or premium pay as a result of the training. If it is not possible for the nurse to avoid incurring overtime or premium pay, then the nurse must receive prior approval from his or her manager. Nurses shall be compensated at their straight time hourly rate for voluntary attendance at approved inservices when individually approved by the Hospital. The Hospital shall note any nursing unit restrictions on expected attendants or recipients of an inservice on the inservice announcement.
16.7 **Performance Evaluations.** Each nurse shall receive a written evaluation of his/her performance upon the completion of probation and annually thereafter during the second quarter of the calendar year. This assessment is a collaborative process which may include self-assessment, goal setting and/or peer review. A copy of such evaluation shall be given to the nurse at the time of the evaluation.

a. The performance assessment is not intended to be a mechanism for disciplinary action. Employees who are rated as needing development in one or more core competencies will be expected to develop an action plan to bring their competencies up to standard.

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

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

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

16.8 **Orientation.** Nurses shall be provided appropriate orientation to procedures and responsibilities to which they are assigned. The Hospital shall provide nurses with orientation that is individualized to fit the employee’s needs and experience level. Consistent with staffing schedules, it is desirable that the orientee be consistently scheduled with the same preceptor(s). Total orientation time for the newly employed nurse shall not be less than four (4) days, excluding general orientation. An orienting nurse shall not be utilized to augment established staffing patterns. Nurses expected to routinely work in a specialty unit will be provided the opportunity for at least two (2) days’ orientation on the unit prior to routine assignment.
16.9 **Additional Paid Educational Functions.** Required inservices, workshops and
training classes, including but not limited to ACLS, NRP, Critical Care and IV
Therapy courses when required by the Hospital, shall be paid by the Hospital
separate from the professional development funds and leave specified above,
except for the related home preparatory study referenced above.

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

**ARTICLE 17 – PROFESSIONAL NURSING CARE COMMITTEE**

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

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

a. Nursing practice issues;

b. Patient care considerations;

c. Education and training of nurses.

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

17.3 **Meetings.** The Committee shall meet on a monthly basis. Each Committee member, or substitute, shall be entitled to one (1) paid hour per month at the nurse’s regular straight time rate of pay for the purpose of performing Committee work, provided that the Committee provides written notice to the Vice President of such meeting and its attendees no less than seven (7) days in advance. The Hospital will supply reasonable secretarial support for Committee work.

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

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

**ARTICLE 18 – STRIKES AND LOCKOUTS**

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

**ARTICLE 19 – GENERAL PROVISIONS**

19.1 **Entire Agreement.** The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of employment relations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties and completely and correctly expresses all of the rights and obligations of the parties.
19.2 **Non-Reduction of Benefits; Past Practices.** The signing of this Agreement shall not result in a reduction of benefits or privileges of employment that are currently in effect and are not expressly covered herein, provided that such benefit or privilege is well established at the Hospital. In addition, past customs or practices shall not be binding on the parties unless they are well established. Well established practices which affect the terms and conditions of employment of the bargaining unit shall not be unilaterally reduced or discontinued by the Hospital without first notifying and bargaining upon demand with the Association. For purposes of this paragraph, “well established” shall mean that the benefit or privilege is unequivocal and readily ascertainable as an established practice accepted by both the Association and the Hospital over a reasonable period of time.

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

19.4 **Staffing Committee.** The Hospital shall, pursuant to OAR 333-510-0045, maintain a Staffing Committee that is responsible for developing, monitoring, evaluating, and modifying a hospital-wide staffing plan for nursing services. The Hospital shall be responsible for implementing this staffing plan in accordance with state regulatory requirements.

**ARTICLE 20 – SAVINGS CLAUSE**

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

ARTICLE 21 – DURATION

21.1 Length of Contract. This Agreement shall be effective as of July 1, 2011, except as specifically provided otherwise, and shall remain in effect through December 31, 2013.

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

21.3 Reopener by Mutual Agreement. This Agreement may be opened by mutual agreement of the parties at any time.
IN WITNESS WHEREOF the Hospital and the Association have executed this Agreement this 18 day of April, 2011.

OREGON NURSES ASSOCIATION
By:   
Gary Nauta
By:   
Ron Ferrand
By:   interpret="Elaine Beers"

PEACE HARBOR HOSPITAL
By:   interpret=""

Elaine Beers
APPENDIX A – WAGE RATES

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

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

The time period for advancement to:
- Step 7 shall be three (3) years of service at Step 6.
- Step 8 shall be two (2) years of service at Step 7.
- Step 9 shall be two (2) years of service at Step 8.
- Step 10 shall be three (3) years of service at Step 9.
- Step 11 shall be three (3) years of service at Step 10.
- Step 12 shall be three (3) years of service at Step 11.
- Step 13 shall be three (3) years of service at Step 12.

All step increases shall be effective the first day of the pay period nearest to the date on which the nurse becomes eligible for step advancement.
APPENDIX B – SURGICAL SERVICES

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

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

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

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

4. **Surgical Services Committee.** The Surgical Services nurses shall be provided the opportunity to draft and present recommendations to the Peace Harbor Hospital Surgical Services Committee with regard to scheduling of surgery cases. The Hospital agrees to meet with the Surgical Services nurses in advance to provide information needed by the nurses to formulate their recommendations.
APPENDIX C – TEMPORARY STATUS POSITIONS

The following conditions are intended to be in addition to the current contractual provisions applicable to all bargaining unit nurses. They shall supersede the contract only to the extent that they are inconsistent with existing provisions:

1. Temporary positions shall be posted and filled according to Article 13. Additionally, the posting shall state that it is a temporary position and its anticipated duration.

2. Temporary nurses shall not be entitled to insurance benefits or PTO accrual.

3. Temporary positions shall not continue for greater than six months without mutual agreement between the Hospital and the Association.

4. Hours worked in a temporary position shall not be credited for seniority accrual.

5. Temporary nurses shall not work if another regular nurse is on layoff status and is available and qualified to work.

6. Association membership or in-lieu-of-dues shall be required for all temporary bargaining unit nurses as specified in Article 1.

7. Temporary nurses shall not be entitled to the professional development funds specified in Article 16.

8. Temporary nurses shall not be entitled to relief nurse differential of 15% of the nurse’s hourly wage in lieu of benefits.

9. Probationary status shall be for six months from date of hire as specified in Article 3.7.

10. Qualified relief and regular nurses wishing to fill a temporary bargaining unit position while retaining their current status and position may do so only with the approval of the Hospital based on the availability of replacements. The other provisions of this appendix in such cases shall be modified on a case-by-case basis upon mutual agreement of the Association and the Hospital prior to the award of the temporary position.
MEMORANDUM OF UNDERSTANDING

OB On-Call Position

The Oregon Nurses Association (“Association”) and Peace Harbor Hospital (“Hospital”) hereby mutually agree to a benefited OB position consisting exclusively of on-call hours. At the discretion of the Hospital, on call positions may be created within the following parameters:

1. Regularly scheduled on-call hours shall consist of no more than five (5) shifts totaling no more than 68 hours per week, which shall include every other Saturday and Sunday. The position consists of no regularly scheduled hours of work. Scheduled call shall not exceed 136 hours per pay period without the nurse’s consent. All on-call contractual provisions shall apply except as expressly modified herein.

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

3. The position will have a guaranteed pay and PTO accrual of forty (40) hours per pay period. The nurse will be paid at the regular straight-time hourly rate, and shall not be eligible for time and one-half pay for the first forty (40) hours worked in a pay period. Nor shall the nurse be eligible for on-call compensation.

4. After working forty (40) hours in a pay period, the nurse will be paid the same as any other nurse working on a callback.

5. All hours worked in excess of the nurse’s scheduled shift shall be paid at time and one-half the nurse’s regular straight-time hourly rate of pay.

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

7. A holiday on-call scheduling rotation consistent with 8.7 shall include the on-call
position to the same extent that other part-time nurses are required to participate
in OB call on a holiday. Holiday call pay rates specified in 9.6 shall not apply.
Work from an on call status on a holiday shall be compensated at the premium
rate as specified in 9.15.4, and shall count toward the first forty (40) hours
worked in the pay period if part of the nurse’s regular call schedule or required
holiday rotation.

8. Accrued PTO shall be paid at a rate of four (4) hours per regularly scheduled on-
call 12-hour shift. For each on-call shift that the on-call nurse is absent from
work, PTO will be utilized in this 4-hour block (or the reduction of on-call
compensation if no PTO is available), and such block of PTO shall offset four (4)
of the forty (40) hours of pay during the pay period. (Example: the nurse would
need 20 hours of accrued PTO to request and be granted 60 hours of paid
leave).

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

10. Nurses on low census standby status for OB shall be utilized prior to the on-call
only nurse scheduled for the same hours.

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

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

13. If an OB on-call nurse experiences repeated or lengthy call-ins during an on-call
shift immediately preceding a subsequent scheduled on-call shift, and the nurse
requests the scheduled on-call shift off or reduced hours for the shift, then the
Hospital shall use its best efforts to accommodate the nurse’s request. The nurse shall not be required to use PTO for the scheduled hours not worked.

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

15. The parties acknowledge that either party may request to bargain new or modified terms of this MOU based on changed staffing needs or an opportunity for providing better staffing coverage in the OB. Upon such request, the requested party shall agree to meet and bargain regarding any such new or modified terms. Neither party shall be obligated to reach agreement on new or modified terms, but both parties shall bargain in good faith to reach an agreement.

OREGON NURSES ASSOCIATION
By: ____________________________
Date: 11/10/11

PEACE HARBOR HOSPITAL
By: ____________________________
Date: 11/18/2011
MEMORANDUM OF UNDERSTANDING

Mandatory Staff Meetings

Peace Harbor Hospital (“Hospital”) and the Oregon Nurses Association (“Association”) hereby recognize the value of nurses gaining important information through regular attendance at staff meetings held by the Hospital. Accordingly, the parties agree as follows:

1. The Hospital intends to commence holding mandatory unit (or hospital-wide) staff meetings on a quarterly basis.

2. In nursing units that operate on a 24/7 basis, the Hospital will conduct the quarterly meeting at least three (3) separate times to allow for attendance by nurses working on all shifts.

3. Attendance shall be mandatory. Nurses shall be required to attend no less than three (3) of the four quarterly meetings held each fiscal year. An exception shall apply in the rare instance that absence due to illness, pre-approved PTO or circumstances beyond the nurse’s control causes a nurse to miss more than one quarterly meeting. Nurses are expected to avoid such an exceptional circumstance whenever possible.

4. Nurses required to make an extra trip to the Hospital to attend a mandatory meeting shall receive two (2) hours of pay at the appropriate rate for attending the meeting.

Oregon Nurses Association

By: 
Date: 1/11/11

Peace Harbor Hospital

By: 
Date: 4/18/11
MEMORANDUM OF UNDERSTANDING

Career Pathways and RN Recruitment

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

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

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

The Hospital intends to form an Education Committee, and agrees that the Association may appoint two (2) bargaining unit members to serve on this committee. Bargaining unit nurses will have the opportunity to address the training and education issues addressed in this memorandum through the committee.
MEMORANDUM OF UNDERSTANDING

CARE Award Plan

Peace Harbor Hospital (“Employer”) and the Oregon Nurses Association (“Association”) hereby agree as follows:

1. PeaceHealth has created a new system-wide Winsharing plan called the Caregivers Achievement Reward Earned (CARE) Award plan (“Plan”). The Plan provides a way for PeaceHealth to recognize and reward all caregivers for the vitally important role they play in fulfilling the PeaceHealth mission and achieving the system’s Vision 2012: “Every PeaceHealth patient will receive safe, evidence-based, compassionate care; every time, every touch.”

2. Registered nurses represented by the Association will be eligible to participate in the Plan, in accordance with the terms of the Plan as determined by the Employer in its sole discretion, in the same amount and for as long as the Plan applies to all other employees of the Employer.

OREGON NURSES ASSOCIATION

By: __________________________
Date: 4/19/11

PEACE HARBOR HOSPITAL

By: __________________________
Date: 4/19/11
MEMORANDUM OF UNDERSTANDING

Surgical Services On-Call Scheduling Exemption

Peace Harbor Hospital (“Employer”) and the Oregon Nurses Association (“Association”) hereby agree as follows:

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

OREGON NURSES ASSOCIATION
By: [Signature]
Date: [Signature]

PEACE HARBOR HOSPITAL
By: [Signature]
Date: 4/18/2011