

AGREEMENT BETWEEN

SKY LAKES MEDICAL CENTER, INC.

2865 Daggett Street
Klamath Falls, OR 97601

AND

OREGON NURSES ASSOCIATION, INC.

January 1, ~~2015~~2018 TA 11/16/17

to

December 31, ~~2017~~2020 TA 11/16/17

NOTE: ALL ECONOMIC CHANGES EFFECTIVE FIRST FULL PAYROLL PERIOD AFTER JANUARY 1, 2015. THE DATE OF THE WAGE OR DIFFERENTIAL INCREASE (JANUARY OR JULY) TA 11/17/17

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. RECOGNITION AND MEMBERSHIP	1
ARTICLE 2. ACCESS OF UNION REPRESENTATIVE AND NOTIFICATION.....	2
ARTICLE 3. MANAGEMENT RIGHTS.....	4
ARTICLE 4. NONDISCRIMINATION	5
ARTICLE 5. EMPLOYEE DEFINITIONS.....	4
ARTICLE 6. SENIORITY.....	8
ARTICLE 7. LAYOFFS.....	11
ARTICLE 8. HOURS OF WORK/SCHEDULING	16
ARTICLE 9. FLOATING	23
ARTICLE 10. LUNCH AND REST PERIODS	25
ARTICLE 11. SAFETY AND HEALTH	27
ARTICLE 12. PROFESSIONAL DEVELOPMENT	25
ARTICLE 13. PROFESSIONAL NURSING COMMITTEES.....	30
ARTICLE 14. SUBSTANCE ABUSE	41
ARTICLE 15. PERSONNEL RECORDS.....	42
ARTICLE 16. DISCIPLINE AND DISCHARGE	44
ARTICLE 17. GRIEVANCE PROCEDURE	46
ARTICLE 18. ARBITRATION.....	40
ARTICLE 19. EVALUATIONS AND STEP INCREASES	51
ARTICLE 20. WAGES AND PREMIUM PAY/DIFFERENTIALS	54
ARTICLE 21. PAID TIME OFF (PTO)	56
ARTICLE 22. EXTENDED ILLNESS BANK (EIB).....	60
ARTICLE 23. HOLIDAYS.....	61
ARTICLE 24. LEAVES OF ABSENCE	63
ARTICLE 25. GROUP INSURANCE BENEFITS, PENSION, AND HIV/HEPATITIS FUND	68
ARTICLE 26. NO STRIKE/NO LOCKOUT	70
ARTICLE 27. SEVERABILITY	71
ARTICLE 28. WAIVER.....	71
ARTICLE 29. DURATION AND TERMINATION	71

APPENDIX A: WAGE SCALE 73

APPENDIX B: MEDICAL, DENTAL, AND VISION RATES Effective 01/01/~~15~~18 74

APPENDIX C: HIV FUND PAYROLL DEDUCTION FORM 76

APPENDIX D: 11/21/97 MEMORANDUM 77

APPENDIX E: SPECIALTY CERTIFICATIONS 78

APPENDIX F: MRO / MRS EQUITABLE ROTATION 79

THIS AGREEMENT is entered into by and between **SKY LAKES MEDICAL CENTER, INC.**, hereinafter referred to as the "Hospital" and **OREGON NURSES ASSOCIATION, INC.**, hereinafter referred to as the "Association."

"Business days," as used in this Agreement, are Monday through Friday, not counting recognized (non-personal) Holidays. All time limits in this Agreement may be extended by mutual agreement of the parties.

ARTICLE 1. RECOGNITION AND MEMBERSHIP

Section 1. Association as Exclusive Bargaining Representative

The Hospital recognizes the Association as the exclusive bargaining representative with respect to rates of pay, hours of pay, hours of work and other terms and conditions of employment for a bargaining unit. The bargaining unit is composed of all staff registered nurses, excluding supervisors, for example, Hospital supervisor, unit manager, director, performance improvement coordinator, regulatory-comp coordinator, case manager, utilization manager, ~~senior clinical nurse lead~~, clinical specialist/educator, utilization review nurse, nursing manager, infection control/quality assurance coordinator, education coordinators, patient care coordinators, worker's compensation coordinator, diabetes care coordinator, trauma care coordinator, home care aide resources coordinator, managerial, confidential employees, and guards as defined in the Act. Nothing in this Agreement shall prevent a nurse employed by the Hospital from providing direct patient care. **TA 11/16/17**

Section 2. Scope of Recognition

The scope of recognition granted in Section 1 above shall have no application in any other corporation, division or subsidiary in which the Hospital has an interest, even if said corporation employs nurses at the Hospital facility located at 2865 Daggett Street, Klamath Falls, Oregon. No transfers of nurses between corporations, divisions or subsidiaries will occur, unless by mutual agreement of the affected nurse and Hospital.

Section 3. Association Membership or Fair Share Payments

- A. It is recognized that membership in, maintenance of membership or "fair share" contributions, to the Association shall not be considered as prerequisites for continued employment. The Association represents all bargaining unit RNs.
TA 11/17/17

Section 4. Payroll Deduction for Dues or "Fair Share" Fee

The Hospital shall deduct the amount of Association dues, as specified in writing by the Association, from the wages of all employees covered by this Agreement who voluntarily agree to such deductions and who submit an appropriately written authorization to the Hospital. Changes in amounts to be deducted from a nurse's wages will be made on the basis of specific written confirmation by the Association received not less than one (1) month before the deduction. Deductions made in accordance with this section will be remitted by the Hospital to the Association, with a list showing the names and amounts regarding the nurses for whom the deductions have been made.

The Association will hold the Hospital harmless from any liability by virtue of such deductions.

Section 5. Nondiscriminatory Agreement

The Hospital shall not retaliate or discriminate against any nurse on account of membership or activities neither for the Association; nor for filing Grievances or Staffing Request Documentation forms.

~~Section 6. Printing of Agreement.~~

~~The Hospital and the Association shall equally share expenses for the printing of an adequate supply of copies of this Agreement for distribution to nurses and management. The Hospital will make available a suitable number of copies of the Agreement through Human Resources following the Association's delivery of the printed copies to the Hospital.~~ TA 11/16/17

ARTICLE 2. ACCESS OF UNION REPRESENTATIVE AND NOTIFICATION

Section 1

Duly authorized representatives of the Association shall be granted access at reasonable times to enter the Hospital when such visits are necessitated by matters concerning the administration of this Agreement, observing the conditions under which the bargaining unit employees are employed and assisting in processing grievances. The Association representatives, as specified above, shall, prior to or upon arrival at the Hospital, notify the Director of Human Resources or his designee. No interference with the work of employees or the confidentiality and privacy of patient care shall result.

Section 2

~~On a monthly basis,~~ the Hospital shall electronically provide a list to the Association, the bargaining unit chairperson, the membership chairperson, and the bargaining unit

secretary, of all bargaining unit nurses, which indicates, their current unit ~~and shift~~, step level, address, telephone number (unless directed not to do so by the nurse), ~~classification~~, status, and date of employment, ~~within thirty (30) calendar days of execution of the contract, and quarterly thereafter~~. This list shall also indicate new hires and terminations subsequent to the prior list. ~~The list shall be delivered during the first weeks of January, April, July, and October of each year.~~ **TA 11/17/17**

The Hospital will designate a specific human resources staff member to be the primary contact with the Association to ensure the accuracy of the list. **TA 11/16/17**

Section 3

The Hospital will provide ~~and will mutually agree with~~ the Association ~~to a central and convenient location for a minimum of one (1) bulletin board~~ with bulletin boards in break rooms on each unit. Postings shall be limited to Association activities, events, and information (not political issues or candidates). **TA 11/16/17**

- A. A designated Association representative shall be responsible for posting material submitted by the Association. The Association agrees that no defamatory material shall be posted.

Section 4

The Association shall be permitted to enter meeting notices on E-Mail provided such notices have also been sent to the Director of Human Resources or designated representative by a designated Association Representative responsible for such notices (e.g. the Bargaining Unit Chairperson or Bargaining Unit Secretary). The Association agrees that such E-Mail messages shall be of a professional nature.

Section 5

The Association may hold meetings at the Pavilion related to the administration of this Agreement. Room charges will be at the lowest rate (health care related, non-profit organization) charged any outside group for the same category of rooms.

Section 6. Information From and To the Association

The Hospital will provide a ~~contract and membership information package or other Association information (copies to be provided by the Association to the Hospital)~~ and list of Association Representatives in the new hire packet. The Hospital will provide the orientation schedule to the Association nurse. **TA 11/16/17**

- A. The Hospital will provide the bargaining unit chairperson and membership chairperson with the name, address, phone number, hire date, step level, unit and shift assignment of new hires, within one (1) week of being hired.

Section 7

The Association membership representative will be provided an opportunity to meet with newly hired RNs during regularly scheduled orientation sessions at a mutually agreed day and time. The Hospital will announce that an Association representative will be available during the paid orientation for fifteen (15) minutes to address the RNs and to respond to questions about the Association. New hire RNs shall have the option to attend such meeting. The Hospital will provide the Association membership representative advance notice if there is no new hire RN at a particular orientation session.

Section 8

The Hospital will provide the Association with written notice of all new non-bargaining unit positions or job codes, with an RN license requirement and with a direct patient care job component, at the same time as the new position is first posted.

ARTICLE 3. MANAGEMENT RIGHTS

Section 1

Except as expressly and specifically limited and restricted by a written provision of this Agreement, the Hospital has and shall retain the full right of management and the direction of the facility and its operations. Such rights of management include, among other things, but are not limited to: the right of the Hospital in its sole discretion to plan, direct, control, increase, decrease, or diminish staffing in whole or in part; to subcontract work; to change methods, to introduce new methods, techniques, and/or machines; to change or discontinue any procedure used in connection with quality of or scope of patient care offered; to hire; to reward, transfer, discharge for just cause as defined elsewhere in this Agreement; to determine overtime hours to be worked; to assign nurses to standby; to relieve nurses for lack of work; to add to or reduce the number of shifts, the work schedule and method of care, and employees that it shall employ at any one time and the qualifications necessary to any of the jobs it shall have; in its discretion, assign or reassign work duties to nurses within the bargaining unit, to rescind, or change reasonable Hospital work rules and regulations, or policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

Section 2

The failure of management to exercise any rights shall not constitute a waiver of same.

Section 3

It is further agreed that the rights specified herein may not be impaired by an arbitrator or arbitration even though the parties may agree to arbitrate the issue involved as provided hereinafter.

Section 4

Hospital programs which are not provided for in this contract (example: Christmas grab bag, or a wellness program) may be implemented, modified or eliminated without violation of this contract or negotiations with the Association.

ARTICLE 4. NONDISCRIMINATION

Section 1

The provisions of this Agreement shall be applied without regard to race, religion, color, age, sex, sexual preference, national origin, marital status, veteran status, or disability, which can be reasonably accommodated in all aspects of employment, it being understood the Association will fully cooperate with the Hospital's policy of non-discrimination.

Section 2

Whenever "s/he" appears it shall be deemed to mean "she" or "he."

ARTICLE 5. EMPLOYEE DEFINITIONS

Section 1. Employment/Service Years

Whenever the terms continuous years of service and/or employment appears in this Agreement, it shall be defined as hours worked, i.e., 2,080 hours worked equals one (1) year of service and/or employment.

Section 2. Full-Time

Nurses normally scheduled to work:

Forty (40) hours in a seven (7) day work week or eighty (80) hours in a fourteen (14) day payroll period.

- A. Nurses on twelve (12) hour shifts scheduled at .9 are entitled to full-time benefits according to the 11/21/97 memorandum attached to this Agreement.

Section 3. Part-Time (.5)

Nurses normally scheduled to work twenty (20) hours or more in a seven (7) day work week or forty (40) hours or more in a fourteen (14) day payroll period.

Section 4. Supplemental

Nurses who work less than .5 are considered supplemental.

- A. Supplemental nurses will be scheduled to work according to the availability given to the nurse manager by each nurse at least two (2) weeks prior to posting of the schedule.
 - 1. The nurse manager shall schedule supplemental nurses based on their expressed availability and nursing unit staffing needs.
 - 2. Supplemental nurses shall not be pre-scheduled for overtime hours.
- B. The nurse must work a minimum of seventy-two (72) hours per calendar quarter, of which a minimum of sixty (60) hours per calendar year shall be weekend shifts. This requirement is one hundred eight (108) hours per calendar quarter for specialty unit nurses. Specialty units are ICU, Birthing Center, ED, and OR.
 - 1. The minimum days per year must be actual workdays or MRO days, not merely days of supplemental nurse "availability" for work.
 - 2. Holiday work will be rotated on an equitable basis among all staff nurses, including supplemental nurses, in each nursing unit.
- C. The work requirement shall be evaluated semi-annually (January and July of each year); those failing to meet the same may lose supplemental status, or be reoriented if necessary.
 - 1. Upon evaluation, the Hospital may waive the minimum work requirement, with notice to the Association.
- D. Supplemental nurses shall be subject to nursing unit policies and procedures.

Section 5. Temporary/Traveler (Agency) Nurse

A nurse hired for a limited time to help resolve a predicted short-term staffing problem. Such nurses are not in the bargaining unit, however this contract shall apply where it specifies Rights of Bargaining Unit nurses with respect to Temporary/Traveler nurses.

Former subparagraphs A and B as revised have been moved to Article 8, Section 3, new subparagraphs I and J.

- ~~A. The Hospital's basic policy shall be to use its registered nursing staff to the exclusion of temporary/traveler (agency) nurses for predictable short-term needs situations; however, the decision to hire temporary/traveler (agency) nursing staff shall remain solely with the Hospital.~~
- ~~B. Before arranging for a per diem (agency) nurse, the Hospital shall offer each shift or partial shift to the members of its own registered nursing staff who are qualified to perform the work. The offering shall be made as soon as the scheduled opening is realized by the Hospital. This Section shall not apply to traveler RNs contracted on other than a per diem basis~~
- GA. Temporary/traveler (agency) nurses shall be required to have the education, prior nursing experience, active state licensing, and orientation necessary to function on the unit to which they are assigned
- DB. A temporary/traveler (agency) nurse shall not have seniority rights.
- EC. If a temporary/traveler (agency) nurse is hired into a permanent position, the date of hire shall be considered the date s/he was actually hired as a permanent employee. Any applicable benefits shall begin accrual on the date the nurse was reclassified. Probation will apply in accordance with Article 6, Section 4.
- ~~F. ORS 441.162 applies to temporary/traveler (agency) nurses. TA 11/17/17~~
- D. See Article 8, Section 3, subparagraphs I and J for restrictions on traveler's bids for extra shifts. TA 11/17/17

Section 6. New Graduate Nurse

- A new graduate nurse (~~"RN1"~~) is an individual who has graduated from nursing school in the last twelve (12) months and/or has little or no prior experience as determined by management. **TA 11/16/17**
- A. Posting: The medical center will post ~~RN1~~new graduate nurse positions as temporary, with house-wide rather than departmental work assignments and responsibilities to be scheduled in the Hospital's discretion. The probationary period will begin on the first day of hire into the temporary position. An ~~RN1~~new graduate nurse shall be on probationary status for six (6) months. See Article 6.1 and Article 6.4.B). **TA 11/16/19**
- B. Training: There will be a minimum of two (2) months precepted orientation for ~~RN1~~new graduate nurses. See Article 12.6.C. This orientation may be in an ~~RN1~~new graduate nurse specific program or orientation with a preceptor on the floor. The medical center will decide, based on a nurse's qualifications and/or the Hospital's need, when and if the nurse will be enrolled in a formal ~~RN1~~new

graduate nurse training program or receive individualized precepted orientation.
TA 11/16/17

- C. Compensation: During the RN1-new graduate nurse probationary period, the nurse will be paid ~~the at RN1-Step 1 base wage~~ (including any overtime according to the twelve (12) and forty (40) hour rule), but will not qualify for any other differentials or other benefits except as provided below. After three (3) months from the date of hire, the RN1-new graduate nurse will be eligible for all differentials listed in the ONA-Association contract, but no benefits. If the employee accepts a status position after the three (3) months, he or she will, from the start date of such position, be eligible for PTO, medical/dental enrollment, and other benefits as stated in the contract. Medical coverage shall also be in compliance with the Affordable Care Act. **TA 11/16/17**
- D. All RN1s-new graduate nurses in the same RN1-new graduate nurse orientation program will have the opportunity to first bid on permanent positions at the same time. **TA 11/16/17**

ARTICLE 6. SENIORITY

Section 1. Definition of Seniority

Seniority shall be defined as the number of service hours, of continuous employment, in a bargaining unit position from last date of hire. Service hours for seniority purposes shall be inclusive of all paid hours and MRO/MRS or scheduled standby hours (commencing when Hospital payroll computer capacity permits independent tracking of such hours). Overtime hours shall be counted on one-for-one basis.

- A. The following units or grouping of units shall apply whenever “unit” or “nursing unit” are referenced in this Agreement. **TA 11/16/17**

Post Surgical Services	Cardiopulmonary / Diagnostic Imaging
Intensive Care Unit	MCH: Family Birthing Center / Pediatrics / FMOS
Cancer Treatment Center	Progressive Care Unit
Sky Lakes Home Health	Emergency <u>DepartmentRoom</u>
Operating Room	Flex Team
<u>Day Surgery Pre-Op/ PACU/PAT</u>	Cardiac Cath
IV Therapy / <u>Sky Lakes Infusion</u>	Medical Unit
Ambulatory Care Department	<u>AdmissionsResource Nurses</u>

If a nurse leaves a bargaining unit position to work in a non-bargaining unit position within the Hospital, her/his seniority hours will be frozen for a maximum period of two (2) years. If the nurse bids on a bargaining unit position within these two (2) years, her/his seniority hours will be recognized as a Hospital-wide bidder.

- B. A nurse shall be informed of seniority hours by Human Resources on request.
- C. The Hospital shall provide an updated, house-wide bargaining unit seniority list every six (6) months (in April and October) to the Association (Portland office).

Section 2. Job Bidding

- A. All job vacancies covered by this Agreement shall be posted electronically Hospital-wide, and shall include the job title, shift, hours of work (either scheduled or variable), nursing unit and qualifications.
 - 1. Job vacancy postings shall be prepared, modified and/or withdrawn based on operational and business considerations, not based solely on consideration of the individual nurses who may bid.
- B. The establishment and assessment of a nurse's qualifications and experience shall be vested in management, but not exercised in an arbitrary or capricious manner. Preference will be given to Sky Lakes Medical Center nurses in the nursing unit who apply in the first seven (7) calendar days of the posting. When there are equally qualified bidders, selection will be based on seniority. The department manager will attempt to inform nurses who are not scheduled to work during this posting period of the posting. If the position is not filled on this basis, the second priority shall be for nurses who routinely work in the nursing unit, and third priority from among all other Sky Lakes bidders. Again, when there are equally qualified bidders, preference will be by seniority.
- C. A bidder must accept the position as posted (i.e., full-time, part-time, or supplemental.)
- D. When a nursing unit bidder has been in the nursing unit less than six (6) calendar months, management may approve or deny bidding on an individual basis.
- E. Nurses who successfully win a bid, transfer, or are newly hired into a nursing unit shall be prohibited from bidding on any other position outside of their nursing unit for a period of six (6) calendar months after the completion of department orientation.
 - 1. This provision may be waived by the nurse and her/his manager, with notice to the Association.
 - 2. This provision shall not prohibit a nurse from making an application for any other position.
- F. In the event a nurse successfully wins a bid, s/he will be transferred to said position within the next six (6) calendar weeks, unless the nurse volunteers to

waive this provision until a qualified replacement is available to assume patient care duties.

- G. If the nurse is unsuccessful in the nurse's or management's opinion in the new nursing unit within the first ninety (90) days, s/he will be eligible to apply for available vacant positions (no displacement) in the nursing unit from which the nurse transferred or any other available open positions.
- H. A registered nurse shall not be entitled to bid into a different nursing unit if he or she is currently on a work improvement plan, or subject to corrective action for incidents occurring less than six (6) months prior to the bid, unless this disqualification is waived by the Hospital in its discretion.

Section 3. Nullifying Seniority/Termination

A nurse's seniority shall be nullified and the individual's employment terminated if any of the following occur: **TA 11/16/17**

- 1. Discharge for just cause.
- 2. Voluntary resignation.
- 3. If recalled from lay-off, employee fails to report as specified in Article 7.4.
- ~~4. Retirement.~~
- 54. Failure to report for work at the end of an authorized leave of absence.

Section 4. Probationary Period & Seniority

Seniority shall not apply during a nurse's probationary period. Upon satisfactory completion of the probationary period, the employee will be credited with seniority in accordance with Article 6.3.1 above.

- A. A nurse with prior experience shall be on probationary employment status during the first ninety (90) calendar days.
- B. A new graduate nurse or a nurse with no prior experience shall be on probationary status for six (6) months. See also Article 5, New Graduate Nurse.
- C. The probationary status of nurses may be extended for up to an additional two (2) months beyond the above-mentioned period by mutual agreement of the parties.
- D. Probationary nurses may be terminated at the discretion of management. Such nurses shall not have access to the grievance or arbitration procedures on questions concerning disciplinary action or discharge. However, on all other matters, such nurses will have access to the grievance or arbitration provisions.

ARTICLE 7. LAYOFFS

Section 1. General Provisions Applicable to All Layoffs

A. Contract language cannot anticipate every factual situation which may exist in a particular layoff situation. Therefore, the parties agree that the provisions in this Article are guidelines only, subject to change through negotiations and mutual agreement on modifications applicable and appropriate to individual layoff situations. Absent such agreement on modifications, the provisions of this Article 7 shall control in all layoff situations. For example, a probationary nurse in a non-displacement unit (a unit not listed in Article 7.5.G.) might be subject to displacement through party agreements on a case-by-case basis.

B. In cases of dispute between the parties on any layoff issue, Article 17 Grievance Procedure and Article 18, Arbitration, shall apply, but expedited grievance and arbitration (if necessary) shall occur as follows:

Any grievance contesting actual or proposed Hospital action under this Article shall be filed at Step 2 of the grievance procedure. If the grievance is not resolved through this procedure and is moved to arbitration by the Association, arbitration shall occur as follows.

An arbitrator shall be selected within seven (7) business days of the Hospital's Step 3 answer. It shall be a condition of the arbitrator's selection that he/she be willing and able to hear the grievance within thirty (30) calendar days of the Step 3 answer. One arbitrator will be selected to hear all grievances relating to multiple layoffs that are simultaneous in time, such as a nursing unit closure. The arbitrator shall render his/her decision within seven (7) business days of the close of hearing.

As an alternative, the parties may utilize the grievance mediation services of the FMCS in lieu of or prior to binding arbitration.

C. If a nursing unit experiences more than twenty-one (21) consecutive calendar days of rotating MRO/MRS, the Association or Administration may request a meeting to discuss staffing needs of the unit.

D. When layoffs or a reduction of nursing staff are anticipated, the Hospital will endeavor in advance to advise both the Association and nurses in writing of such impending action, fourteen (14) business days prior to the layoff or reduction, specifying the nursing units involved and the number of nursing staff/hours that will be affected. The Hospital and the Association will meet within seven (7) business days of such notice to discuss alternatives to layoffs and/or modifications of this Article 7 pursuant to Section 1.A. above.

- E. With management approval, nurses who would otherwise be laid off may elect to:
 - 1. Implement alternative work schedules/work share arrangements rather than incur a layoff/reduction of nursing staff.
 - a. Nurses who elect to do this rather than be laid off shall be retained on the recall list.
- F. When a nurse is on layoff, the Hospital will continue to make the Hospital portion of medical and dental contributions for a period of up to two (2) calendar months.
- G. There shall be no new hires, or utilization of temporary/traveler (agency) nurses, if qualified (by management) laid off regular nurses are immediately available.
- H. The Hospital will comply with all applicable federal legislation.
- I. In the event there are no vacancies, the laid off displaced nurse is qualified to fill, the Hospital will endeavor informally to assist the nurse in her/his job search efforts.
- J. The Hospital will not contest unemployment compensation benefits for laid off nurses.
- K. A more senior nurse may be laid off, out of seniority, if the Hospital determines the nurse is not qualified (with reasonable orientation/education) to perform the work of the unit during the layoff or does not possess special skills required in the unit, which are possessed by a less senior nurse. The Hospital's determination will not be arbitrary or capricious.
- L. Sick leave benefits may not be used during periods of layoff.

Section 2. Short Term Layoffs

- A. A short term layoff is defined as one expected not to be permanent, and shall be accomplished according to the following layoff sequence, all within the individual Article 6.1 nursing unit where the layoffs are to occur:
 - 1. Volunteers from the unit;
 - 2. Temporary/Traveler (Agency) nurses;
 - 3. Probationary nurses;
 - 4. Supplemental nurses;
 - 5. All other nurses on the basis of seniority, provided the remaining nurses are capable of performing all required job duties given no more than a one (1) week orientation.

- B. For the purposes of this Article 7.2, daily fluctuation of census requiring the Hospital to place nurses on MRO/MRS time shall not constitute a layoff or reduction of hours.
- C. Nurses who volunteer for layoff or reduction of hours, who would not otherwise be laid off, shall do so for a minimum period of thirty (30) calendar days, but in no event will such period exceed ninety (90) calendar days.
- D. During such layoff, a nurse's status will remain unchanged.
- E. If a short term layoff lasts sixty (60) calendar days, it will be considered a long term layoff and Article 7.4 provisions will then apply (this shall not apply to Article 7.2.C situations).

Section 3. Recall From Layoff

Recall from layoff or restoration of hours shall be on the basis of seniority and qualifications. The Hospital shall notify nurses on layoff by certified letter, return receipt requested, to the nurse's last known address. The senior qualified nurse shall be obligated to either accept or reject the offer of recall within five (5) business days. If the Hospital fails to receive notice of the nurse's receipt of the recall letter within seven (7) business days, the recall rights of the nurse shall be waived for the available position. In the interim, while the Hospital is awaiting word of the nurse's decision to accept or reject the offer of recall, nothing shall preclude the use of supplemental/temporary nurses to fill the vacancy.

- A. In the event a nurse declines an offer of recall to her/his nursing unit, the Hospital shall not be obligated to contact said nurse again until and unless another vacancy arises in the nurse's nursing unit. If a nurse declines a second offer of recall to her/his nursing unit, s/he will then only be entitled to reemployment consideration along with outside applicants.
- B. It shall be the nurse's responsibility to keep Human Resources informed of a current telephone number and mailing address; failure to do so shall relieve the Hospital of any further obligation to recall said nurse. In no event will a nurse's recall rights exceed six (6) calendar months or their length of service, whichever is less.
- C. If the nurse is not recalled from layoff within the ninety (90) calendar day period, the Hospital will consider forgiven any amount yet outstanding for Professional Development.

Section 4. Nursing Unit Closures or Long Term Layoffs

- A. In the event of a permanent nursing unit closure or long term layoff within a nursing unit as defined in Article 6.1, the affected nurses have the following options:
1. Applying for open positions (which include the open reconfigured shifts within the nursing unit if it is remaining open) for which s/he is qualified. Preference will be given on the basis of seniority over other bidders/applicants from outside the nursing unit in question during the fourteen (14) business day notice period under Article 7.1.B, and the first four (4) weeks of actual layoff.
 - a. “Qualified” means the ability to fully perform the open position’s requirements within six (6) weeks’ orientation and training. Seniority will control among competing qualified priority bidders. The nurse must bid for, and accept if offered, such an open position, or s/he will forfeit all future priority bid rights and all displacement rights under Section 5 of this Article. A nurse cannot reject a bid because of its shift.
 - b. Senior nurses must exercise priority bid rights promptly to allow other nurses to make their priority bid selections.
 - c. A full time nurse can utilize priority bid rights on a full or part time opening; a part time nurse may only bid part time vacancies.
 2. Reducing to supplemental status if Hospital management approves, while remaining on layoff status.
 3. Layoff status: While on layoff, the nurse will retain Article 7.3.A.1. bid priority for four (4) weeks after the first day of layoff.
- B. Layoff sequence shall be the same as under Article 7.2.A.
- C. Only status nurses (full time or part time) shall have priority bid rights under this Section 4.

Section 5. Displaced Nurses

- A. A nurse who is not a successful priority bidder for an open position during the fourteen (14) business day notice period under Article 7.1.B or the first four (4) weeks of layoff shall have displacement rights as follows, within the fourteen (14) business day period subsequent to his/her completion of four (4) weeks layoff.

- B. The laid off nurse may displace the least senior nurse, regardless of status, in the Hospital.
1. RN1-New graduate nurses who have not bid into a position and supplemental nurses shall not be included in the displacement process.
TA 11/16/17
 2. Only status nurses will have displacement rights. Only nurses who are qualified may bump. Qualified means the ability to perform bumped position's requirements within three (3) weeks' orientation and training.
 3. If more than one nurse has displacement rights at the same time, the Hospital will identify the same number of the least senior status nurse's (Hospital-wide) seniority, without regard to shifts or nursing units, as those nurses being subject to displacement.
 - a. The nurses with displacement rights will select positions to displace from among this identified group according to seniority.
 - b. Nurses displaced by this procedure will not have priority bid or displacement rights.
- C. A nursing unit may not be subject to multiple displacements if patient care would be adversely affected, which shall be decided on a case-by-case basis.
- D. The parties will meet in advance of displacement situations to try to minimize problems and issues.
- E. If a laid off nurse chooses not to exercise such displacement rights, or cannot exercise them because of low seniority or any other reason, the nurse will remain on layoff status.
- F. During the four (4) week layoff period and the fourteen (14) business day period for the displacement procedure, the nurse may elect not to receive any vacation, holiday, or sick leave cash out for which they are eligible, if any. Such funds will be paid at any time during such period that the nurse requests, or alternatively, if no such request is made, shall be reinstated to the nurse when he/she returns to active work. There shall be no partial cash outs of such accrued benefits.
- G. The nursing units subject to the displacement process are the following:
Medical, Post Surgical, PCU, and ACD.
- H. When a laid off nurse has displacement rights, the nurse must make, and communicate to the Hospital, a final and binding decision to exercise such rights or to stay on layoff within the first three (3) business days of the fourteen (14)

business day period of the displacement procedure subsequent to the four (4) weeks of layoff under Article 7.4.A above.

1. The most senior nurse must select from among the available displacement positions to allow other senior nurses to make their displacement selections.
- I. If a nurse voluntarily terminates Hospital employment, s/he will no longer have any rights under this Article 7. (Example: Hospital offers and nurse accepts a severance package, which specifies voluntary termination in lieu of layoff, job bid, or displacement rights.)

ARTICLE 8. HOURS OF WORK/SCHEDULING

Section 1. The Basic Work Periods

- A. The normally scheduled work week(s) for a full time employee shall be:
1. Forty (40) hours in a workweek for nurses working eight (8) or ten (10) hour shifts.
 2. Seventy-two (72) hours in a fourteen (14) day period, with varying straight time shifts.
 3. Seventy-two (72) hours in a fourteen (14) day period for nurses on 12 hour shifts with twelve (12) hours straight time per day.
- B. A workday shall be defined herein as a twenty-four (24) hour period commencing with the time the nurse first reports to work and ending twenty-four (24) hours later.
- C. Nothing in this Article 8 shall be construed as a guarantee of specific weekly days, hours, or workweek.
- D. The workweek shall begin at 12:01 a.m. (0001) on Sunday, unless the nurse is on an alternative workweek as mutually agreed.

Section 2. Overtime

- A. All nurses, regardless of status, will be paid overtime (one and one-half (1-1/2)) times the base rate plus differential(s)) for all hours worked over twelve (12) in a day or over forty (40) in a week.
- B. Premium rate pay at one and one-half (1-1/2) times the base rate plus differential(s) will be paid in the situations outlined in Section 8.4 of this Article.

- C. Regularly scheduled hours under ~~Section~~Article 8.3 shall always be paid at a straight time rate.
- D. Nurses who at the request of the Hospital, work beyond their scheduled shift shall receive double time for all consecutive hours worked in excess of sixteen (16) hours.
 - 1. The Hospital will not mandate a nurse to work extra hours beyond her/his scheduled shift except as allowed by ORS 441.162.
- E. Hours compensated but not actually worked shall not count when computing overtime; for example, hours paid but not actually worked because of holiday, vacation, sick leave, bereavement leave, or jury duty.
- F. A nurse who is scheduled off (not volunteering for or put on standby) for Thanksgiving or Christmas, and who is thereafter called in to work with less than twenty-four (24) hours advance notice, shall receive double time for all hours of work on such holidays, plus differentials.
- G. There shall be no duplication of premium or overtime pay, that is, no pyramiding of premium rates. Premium pay under this “no pyramiding” rule includes any time paid at a time and one-half (1-1/2) or greater rate.

Section 3. Work Schedules

Nurses shall have the option of submitting their preferred schedules, which management will consider in addressing core staffing needs of the unit.

- A. Four (4) week work schedules shall be prepared and posted fourteen (14) days in advance of the work period.
 - 1. Reasonable requests for days off must be submitted two (2) weeks prior to the scheduled posting time.
 - 2. Nurses shall not be scheduled for other shifts unless consulted and s/he agrees to do so prior to final posting of the schedule.
 - 3. Nurses working an eight (8) hour schedule shall not be scheduled to work more than five (5) days in a row unless consulted, except if more than five (5) days in a row is the nurse's schedule preference.
 - a. Nurses working a twelve (12) hour schedule shall not be scheduled to work more than three (3) days in a row unless consulted, except if more than three (3) days in a row is the nurse's schedule preference.

- b. Nurses working a varying shift schedule shall not be scheduled to work more than four (4) days in a row unless consulted, except if more than four (4) days in a row is the nurse's schedule preference.
 4. The Hospital will try to obtain coverage when a reasonable and timely request for a scheduled day off is made, requesting assistance from the nurse only when necessary.
 5. The Hospital will schedule twelve (12) hour night shift nurses no less than forty-eight (48) hours off between working shifts, subject to a nurse agreeing to some other arrangement.
- B. Once a schedule has been posted, schedule changes regarding working hours or days shall be made with the approval of the Nursing Manager and the agreement of the affected nurse.
 1. A posted schedule shall not be changed by the nurse manager without prior agreement with the affected staff.
 2. Schedule changes or time off requests shall not be submitted directly to shift supervisors.
 3. Nurses will follow defined procedures when trading scheduled shifts.
 4. Nurses must find their own coverage for schedule changes after the schedule is posted. Such coverage must be approved by the Nursing Manager or designee, and will not normally be approved if overtime will be involved.
- C. Nurses may be required to work every other weekend to assure fair rotation among staff. No nurse shall be scheduled to work back-to-back weekends without their consent. **TA 11/16/17**
- D. Nurses may work an alternative work schedule on a voluntary basis, after securing agreement with the Nursing Manager/Hospital.
 1. The use of alternative work schedules in any given unit shall be made on this basis of staffing needs.
- E. Rotation of shifts shall not be prescheduled, and shall not be required of nurses except in cases of emergency/critical staffing situations which cannot be solved by the usual procedures (i.e., supplemental or floating, etc.).

1. In the event rotation is necessary, volunteers will be solicited to fill this emergency/critical need.
 2. If there are no volunteers, qualified staff will be temporarily assigned to the necessary shift on an equitable basis.
- F. In the interest of safe patient care, the Hospital, utilizing the staffing committee as appropriate, will develop nursing unit protocols for managers and schedulers to fairly and equitably allocate and schedule extra shifts among nurses, also to prevent nurses from signing up for unreasonable numbers of such extra shifts.
- G. When a nurse continues to work after a regularly scheduled shift, without clocking out, into scheduled standby/on-call hours, the following will apply: The nurse will receive standby/on-call pay at the premium rate of time and one-half (1-1/2), including all applicable differentials, to be paid in fifteen (15) minute increments for all time worked. A minimum of two (2) hours pay will not apply in this situation.
- H. When a nurse is called to work from MRS or standby/on-call status, the guaranteed minimum of two (2) hours at the premium rate, including differentials, will apply per contract language under Article 8, Section 4.
- I. The Hospital's basic policy shall be to use its registered nursing staff to the exclusion of temporary/traveler (agency) nurses for predictable short-term needs situations; however, the decision to hire temporary/traveler (agency) nursing staff shall remain solely with the Hospital.
- J. Before arranging for an ~~an per diem (agency)~~ nurse, the Hospital shall offer each shift or partial shift to the members of its own registered nursing staff who are qualified to perform the work. ~~The offering shall be made as soon as the scheduled opening is realized by the Hospital. This Section shall not apply to traveler RNs contracted on other than a per diem basis~~ The Hospital will offer extra shifts to bargaining unit RNs in preference to travelers as follows: 1) short notice calls to work will be made to Hospital RNs before a traveler; 2) Hospital RNs will have priority to sign up for extra shifts for the first five (5) calendar days after the open shift list is posted. TA 11/17/17
- K. See Article 5, Section 5 for definition of travelers. TA 11/17/17

Section 4. Called to Work/Call from Standby or Days Off

- A. A point five (.5) or greater nurse who accepts a non-scheduled shift within forty-eight (48) hours of its start time shall receive the premium rate of one and one-half (1-1/2) times the nurse's base rate, plus differential(s), for all shift hours worked. In such cases, the nurse shall be guaranteed a minimum of two (2) hours at the premium rate of one and one-half (1-1/2) times the nurse's base

rate and differential(s) if applicable; it being recognized that the Hospital reserves the right to have the nurse work up to the full minimum guarantee.

- B. When a nurse is called to work from MRS or standby/on call status, the nurse shall be guaranteed a minimum of two (2) hours at the premium pay rate of time and one half (1-1/2); it being recognized that the Hospital reserves the right to have the nurse work up to the full minimum guarantee. When on call, a nurse has responsibility to be reasonably available to report to work promptly, and to refrain from actions or activities that will interfere with this obligation. Absent emergency or nurse manager/supervisor approval after a mutual discussion, and subject to the RN's duty to report as soon as possible, such report time shall not be longer than sixty (60) minutes. This timeframe does not apply to units with mandatory scheduled call.
- C. Any nurse who has not had at least ten (10) consecutive hours off, before the nurse's next regularly scheduled shift of work, after working called to work/ MRS may request not to work her/his next scheduled shift. ~~Such requests shall not be unreasonably denied.~~ The nurse must offer to work the remaining hours of the scheduled shift after ten (10) hours off. The nurse will not be required to use sick leave, vacation or holiday to cover work time loss in this situation.
TA 11/16/17
- D. On-call refers to nurses in OR, PACU, Sky Lakes Home Health, MCH, Cath Lab, Diagnostic Imaging, or other units which utilize mandatory scheduled on-call, where nurses are required to sign-up for mandatory call hours each month above hours normally scheduled to work. The differential pay for on-call and MRS is the same. Proposed permanent changes in the normal number of hours of standby/on-call for these departments shall be bargained with the Association before implementation. Proposed introduction of standby/on-call for other departments shall be bargained with the Association before implementation. The Hospital shall give ten (10) days notice of proposed changes to the Association. If the Association wants to negotiate on the changes, it will so notify the Hospital and negotiations will occur within thirty (30) days from the original notice. After such negotiations, the Hospital may implement changes as they may be modified as a result of negotiations. Changes in mandatory scheduled standby due to temporary staff vacancies (example, nurses on FMLA leave causing short term increases in mandatory standby) shall not be subject to this procedure. **TA 11/17/17 on general concept; pending language review**

Section 5. MRO/MRS

- A. The skill level required shall be considered in all MRO/MRS situations regardless of a nurse's position or status. Management Request Off (MRO) or management request standby (MRS) days due to a decrease in census or acuity shall be done in the following order:

1. Volunteers:

Nurses who identify themselves as requesting off (r/o) for that shift. This will be based on an equitable rotation system if more than one nurse requests to be off for that day;

2. Temporary/Traveler (Agency) nurses:

Temporary/Traveler (Agency) Nurses shall be placed on MRO/MRS and/or required to float before a nurse in a status position, unless a status position or supplemental nurse requests to be off;

3. Supplemental nurses:

Supplemental registered nurses shall be called off before a nurse in a status position (five-tenths (.5) or greater), unless a status position nurse requests to be off;

4. Flex Team RNs working in a nursing unit shall be called off before an RN in a status position on a regularly scheduled shift on that unit, unless such status position RN requests off.

5. Rotation of Nurses:

If there is still a need for MRO/MRS rotation, nurses will rotate MRO/MRS within the nursing unit. The nurse with the lowest MRO/MRS percent will be placed MRO/MRS first.

- a. A Hospital-wide MRO/MRS Equitable Rotation System has been developed by the Association and the Hospital based on the Principles and Guidelines set forth in Appendix F hereto. (In case of conflict between these Principles and the Guidelines, the Principles shall control.)

6. In the situation where a nurse is not notified by the Nursing Office or Department one (1) hour prior to the commencement of her/his scheduled shift, and upon reporting for work discovers s/he is not needed for that shift due to a low census, the nurse shall be compensated at her/his base rate, plus differentials for two (2) hours. This two (2) hour minimum guarantee shall not apply if the Hospital/nursing unit attempted to contact the nurse one (1) hour before the scheduled shift at the nurse's current contact phone number and there was no answer. The Hospital/nursing unit will document the attempted call and leave a message if an answering machine answers.

- a. The Hospital reserves the right to assign the affected nurse available work within the nursing unit up to the minimum guarantee specified above.
 - b. In the event the Hospital is prevented from notifying the nurse due to causes beyond its control, e.g. phone system failure, the Hospital will not be held to this obligation.
7. Nurses who upon reporting for work, volunteer or request to go home, and are permitted to do so shall only be paid for the actual hours worked.
 8. Full/part-time nurses shall suffer no reduction in the Hospital's contribution toward the purchase of medical and dental insurance as a result of taking a MRO/MRS day at the request of the Hospital.

Section 6. Working a scheduled day off

Full time nurses called to work on what would otherwise have been a scheduled day off shall be paid for the hours of work above forty (40) per week actually performed at the time and one-half (1-1/2) rate plus differentials.

- A. For those nurses contacted and who do report to work within one (1) hour of the starting time of the shift involved, they shall be guaranteed pay for the full shift/hours they are requested to work, if worked.
- B. For those nurses reporting later than one (1) hour from the starting of the shift involved, they shall be paid for the actual hours of work.

Section 7. Job/Position Sharing

Nurses assigned to the same nursing unit may agree to share a status position, subject to the approval of the Nursing Manager. In such cases, the agreed upon shared status position arrangement will not be posted for bid. Said arrangements shall be reduced to writing between the nurses involved and the Nursing Manager. The nurse will furnish a copy of this written arrangement to the Association.

- A. In the event one of the participants to the shared status position resigns or bids out of the arrangement, the remaining participant shall have two (2) months to locate a new job sharer, accept the remaining portion of the position, or seek another position. During the two (2) month period, the remaining participant shall be responsible for working the hours required of said status position.

ARTICLE 9. FLOATING

Section 1. Floating Procedure for Core Unit Nurses

- A. The floated orienting nurse shall not be counted in the staffing complement of the unit for patient assignments.
- B. For the purposes of this provision, "supervised float orientation" shall be defined as working with a nurse who is performing a usual assignment.
- C. If a nurse has a competency skills concern with any float assignment, this concern shall be discussed with the appropriate supervisor.
- D. Orientation will be renewed if a floated nurse has not revisited a unit previously oriented to within a two (2) year period unless waived by the nurse.
- E. An orientation rotation list will be kept separate from the floating rotation list.
- F. Prior to receiving a patient assignment in medical and post surgical, a nurse shall be given a minimum of thirty-six (36) hours of comprehensive supervised float orientation, as required by the individual skills of the nurse.
 - 1. The minimum thirty-six (36) hour orientation may be waived by management, or with management approval, by the nurse when the nurse is qualified to assume responsibility for patient care with less orientation.
- G. Nurses floating to ED, ICU, PCU, ACD, and/or MCH (Pediatrics and/or FBC mother/baby care) shall be given a minimum of seventy-two (72) hours comprehensive supervised float orientation in a period of no more than four (4) months, as required by the individual skills of the nurse.
 - 1. The minimum seventy-two (72) hours orientation may be waived by management, or with management approval, by the nurse when the nurse is qualified to assume responsibility for patient care with less orientation.

Section 2. Floating Order

- A. Nurses may be floated to cover fluctuations in census in the following order:
 - 1. Flex Team
 - 2. Volunteers;
 - 3. Qualified Temporary/Traveler (Agency) nurses as permitted in their individual agreement;

4. Qualified Supplemental nurses;
 5. Status position nurses, who have previously been oriented to the unit in accordance with the provisions of Section 1 above.
- B. No nurse may be floated out of a nursing unit under Article 6.1 to another nursing unit to which another nurse has been called in from standby or scheduled time off to work, unless by mutual agreement or due to unforeseen emergency (poor planning is not an unforeseen emergency).
1. The Hospital will communicate to all affected nurses if there is a need for another nurse to float to a different nursing unit under Article 6.1.
 2. Nurses who work in a unit with scheduled mandatory call shall not be required to float outside the clinical groupings under Article 6.1. A nurse from such a unit may agree voluntarily to float at the request of the Hospital.
- C. A nurse may be conditionally assigned to a unit as a resource float. As such, the nurse will not be given a patient assignment, but assist with the delivery of patient care as requested by the Charge Nurse, House Supervisor or Department Director.
1. Return to the home unit will be exercised at the discretion of the home unit Nursing Manager or nursing supervisor.
- D. Any nursing unit core staff nurse who satisfies the skill requirements of a Tier 1 Flex Team nurse may be assigned as a Tier 1 Flex Team nurse, but will not be considered part of the Flex Team.
1. Such nurse, when she/he floats outside of her/his core home unit to a different nursing unit (see Article 6.1) will receive Flex Team Tier 1 differential.
 2. The nurse may not refuse a float request.
 3. Attending to overflow patients in the nurse's core unit does not count as a float.
 4. Float priority from the core unit will be subject to the need for the core unit to retain an appropriate skills mix and float equity.

ARTICLE 10. LUNCH AND REST PERIODS

Section 1. Definition TA 11/17/17

Meal periods and rest breaks are uninterrupted time from the work environment, including any and all work-related phone calls, questions, or charting. TA 11/17/17

A. When a work interruption causes an RN to have an incomplete meal period or rest break as defined above, the nurse may: TA 11/17/17

1. Return to work at the time of the interruption and notify their supervisor or charge nurse that they did not receive a meal period or rest break, or TA 11/17/17

2. Take a full meal period or rest break later in their shift. TA 11/17/17

B. If an RN voluntarily requests an interruption during break or lunch, Section 1(A) of this Article 10 shall not apply. TA 11/17/17

C. It is understood that an RN should normally leave the nurse's station for lunches and breaks, turn off Vocera, and accept lunches and breaks when offered. TA 11/17/17

Section 2. Meal Periods

During each shift, the nurse working six (6) or more consecutive hours shall be entitled to take a duty free thirty (30) minute break for a meal, at a site away from the nursing unit if the nurse so chooses, ~~unless patient care needs dictate otherwise~~. Such meal periods shall be unpaid and shall be scheduled as close as possible to the middle of each shift. TA 11/17/17

- A. Nurse managers will encourage RNs to report missed breaks or meals, and will support them in all such reports. All communications between managers and nurses about a nurse's individual missed breaks or meals will be conducted privately. The goal is to work collaboratively to find a way to solve the problem of missed breaks or meals, not necessarily to allocate blame for the problem. The RN and charge nurse will communicate proactively and appropriately regarding coverage for breaks and meals. The RN retains personal responsibility to take breaks and meals when offered and reasonable, as long as patient care is not compromised.
- B. In the event the nurse is not relieved, the thirty (30) minute meal period shall be counted as time worked for the purpose of computing overtime.

| Section 23. Breaks/Rest Period

| A. One fifteen (15) minute rest period shall be allowed for each four (4) hour period of consecutive hours of work as follows:

2-6 hours:	One break
6-10 hours:	Another break
Over 10 hours:	Another break

Meal and break periods do not interrupt consecutive hours of work.

| AB. Scheduling of breaks/rest periods will be coordinated between supervisors and coworkers recognizing patient care needs come first.

Subparagraph B as modified has been moved to Article 11, new Section 7.

| ~~B. Nursing mothers who return to work post maternity leave and who are expressing milk for their baby will be entitled to a reasonable rest period of no less than thirty (30) minutes for every four (4) hours of their schedules shift or major portion thereof, pursuant to Oregon Bureau of Labor and Industries regulations. A flexible break schedule will be provided to the breastfeeding mother for the duration of breastfeeding.~~

| Section 34. Missed Meals and Breaks

The Staffing Sub-Committee will be supported in processes and financing by the Hospital in its ongoing efforts to find solutions to the problem of missed breaks and lunches, with the results of these efforts to be approved by the full Staffing Committee.

| Section 45. Food Availability

The Hospital will ensure that food is available for employee purchase during all shifts seven (7) days a week, including holidays.

- A. The Hospital will provide the same meal discount to nurses as to other Hospital employees.
- B. The Hospital will provide nurses working Thanksgiving and/or Christmas a complementary meal which is served during regular cafeteria hours.

ARTICLE 11. SAFETY AND HEALTH

Section 1

The Hospital agrees to make reasonable provisions for the safety of the nurses during the hours of their employment, to promptly review unsafe conditions brought to its attention, and to take whatever corrective action is necessary if applicable.

- A. The nurses acknowledge their responsibility to observe and follow all established policies and procedures on the use of equipment and physical facilities.
- B. The Hospital, the Association and the nurses recognize their obligation and rights under Federal and State laws with respect to safety and health.
- C. In the event a nurse believes an unsafe condition or unsafe physical plant facility condition exists, s/he shall immediately bring the situation to the attention of her/his supervisor, and shall file a QC form. The Hospital will take whatever action is necessary to resolve the situation, if applicable. The Hospital will not discriminate against any nurse for reporting any situation/condition s/he believes to be unsafe.
- D. The Hospital will provide the nursing staff educational classes on how to manage patients of a threatening/violent psychological/mental health nature on an ongoing basis (such as Code Gray Training currently provided).
- E. The Hospital will work cooperatively with the PNCC and the Safety Committee to develop a Hospital-wide safe patient handling program and policies (i.e., ergonomically safe methods of patient transfer, acquisition and use of ergonomically safe equipment, identification of mechanical and physical lifting situations which may lead to injury, etc.), and implement it no later than June 2010. The Hospital will train nurses about this new program/policy, including ergonomic injury prevention measures.

Section 2. Hepatitis A and B Vaccine

The Hospital shall provide Hepatitis A and B vaccine to nurses who request it, at no cost to the nurse.

Section 3. TB Testing

The Hospital shall continue its current practice of TB Testing and/or chest x-ray examination should a test result show a positive reading, or if a nurse is known to test positive. The testing shall be at no cost to the nurse.

Section 4. Security

The Hospital shall provide a twenty-four (24) hour Security Program.

Section 5. Security Cameras

For the safety of all employees and visitors, security cameras may be placed in all areas of the Hospital except locker rooms or clothes changing rooms, and restrooms. All new-hire employees will be informed of this in the new-hire information package.

Section 6. Bullying TA 11/16/17

The Hospital and the Association agree that mutual respect between and among all employees is integral to a healthy work environment, a culture of safety, and to the excellent provision of patient care. Behaviors that undermine such mutual respect, including abusive or “bullying” language or behavior, are unacceptable and will not be tolerated. Further, the Hospital shall protect nurses from bullying by patients or their families. TA 11/16/17

- A. Any nurse who believes they are subject to such behavior should raise their concerns with their supervisor as soon as possible. If the supervisor is unavailable, or if the nurse believes it would be inappropriate to contact that person, the nurse should raise their concerns with their supervisor’s manager or with Human Resources. TA 11/16/17
- B. Any nurse who in good faith reports such behavior, or who cooperates in an investigation of such behavior, shall not be subject to retaliation by the Hospital, the Association, or by co-workers. Any nurse who believes they are being retaliated against for reporting such behaviors should raise their concerns with an appropriate manager, supervisor, or Human Resources representative as soon as possible. TA 11/16/17
- C. The Hospital will promptly investigate any reports of such behavior and, based on such investigation and applying appropriate discretion, take appropriate action, including corrective action when appropriate, to prevent the reoccurrence of such behavior. The goal of the investigation will be to determine if bullying has occurred. TA 11/16/17
- D. The Hospital will follow up to communicate to the nurse who has reported such behavior the findings of the investigation when it is completed. The Hospital may choose to keep confidential, consistent with Hospital policy, the level of discipline given to an employee who has been found to have engaged in such bullying behavior. TA 11/16/17
- E. This procedure is exclusive for resolving claims of bullying under this Section and the grievance procedure does not apply; except that: 1) any RN receiving

corrective action for bullying may use that procedure to contest the action, and 2) a nurse raising a claim of bullying may utilize that procedure if the bullying claim processing procedures are not followed. TA 11/17/17

Section 7. Lactating Women

~~Nursing mothers~~ Lactating women who return to work post maternity leave and who are expressing milk for ~~their a~~ baby will be entitled to a reasonable rest period of no less than thirty (30) minutes for every four (4) hours of their schedules shift or major portion thereof, pursuant to Oregon Bureau of Labor and Industries regulations. A flexible break schedule will be provided to ~~the breastfeeding mother~~ lactating women for the duration of breastfeeding. The lactating woman will be relieved by a competent RN who can continue the designated workflow while the lactating woman is off the unit for the duration of the period the nurse is lactating. The lactating woman will not be required to clock out for a break for expression of milk, but will clock out on a meal period continuous with a lactation break. TA 11/17/17

Section. Security Guards TA 11/17/17

The Hospital shall assign a dedicated security guard on a 24/7 basis to the Emergency Room. This guard may assist in other areas of the Hospital in an emergency, but the primary responsibility will be to the Emergency Room. This Emergency Room security guard commitment will become effective no later than July 1, 2018 to allow for hiring and training. TA 11/17/17

ARTICLE 12. PROFESSIONAL DEVELOPMENT

Section 1. Definitions

A. Mandatory Educational Program:

Attendance is required to meet existing Hospital/Department policies, or for the nurse to maintain satisfactory job performance. Nurses must attend mandatory meetings.

1. The Hospital will provide no less than two (2) weeks notice for mandatory educational programs and staff meetings, except in unanticipated circumstances.
2. The nurse and the nursing unit manager will work cooperatively to maximize the opportunity for a nurse, on the nurse's request, to work her/his regular status hours in any workweek in which a nurse does not work scheduled hours in order to attend a mandatory meeting. Such make up work may be direct regular core unit work, or indirect work such as special projects, skills practice, orienting to new units, or other work.

B. Non-Mandatory Educational Programs:

1. Program content/information is directly related to the nurse's current area of practice, yet attendance is not required for maintaining satisfactory job performance; or
2. Attendance is for the employee's own self development and is not directly related to the nurse's job performance or current area of practice, yet is nursing related.

Section 2. Compensation

- A. Attendance at mandatory or approved non-mandatory meetings/programs/in-services that occur during previously scheduled time-off will be compensated at the nurse's base rate, plus differentials. Mandatory meetings shall be considered time worked for overtime purposes. Nurses are obligated to attend mandatory meetings on a non-overtime compensation basis, whenever feasible.
1. If the nurse works an eight (8), ten (10) or twelve (12) hour shift immediately prior to or following the meeting/program, the nurse will be compensated at one and one-half (1-1/2) times the nurse's base rate, plus differentials as per Article 20.
 2. Nurses will be compensated a minimum of one hour straight time for attending a mandatory meeting or in-service meeting on a scheduled day off when the nurse is not otherwise working.

Section 3. Eligibility and Procedure for Hospital Payment of Non-Mandatory Educational Programs

Nurses who desire to attend education meetings/programs will request to do so using a form provided by the Hospital and receive authorization in writing prior to registering for and attending the program. Approval shall be initially given by the department manager, but final approval of Hospital payment shall be at the PNCC level. The PNCC shall develop procedures to accomplish responsibilities under this section.

- A. After completion of one (1) year of employment, nurses with a status of five-tenths (.5) or greater will be eligible to attend external educational programs, other than those required for her/his job.
- B. The Hospital will provide a bi-annual maximum of ~~forty-eight (48)~~ seventy-two (72) paid hours per number of nurses who are five-tenths (.5) or greater for this purpose, not to include required training classes. **TA 11/16/17**

- C. The Hospital will budget three hundred fifty dollars (\$350) per fiscal year per status nurse for external educational programs (tuition reimbursement and travel expenses to be agreed upon on a case-by-case basis).
1. The Hospital may pay a nurse up to a maximum of one thousand two hundred fifty dollars (\$~~1,25000~~) each fiscal year, except the Hospital may pay a specialty certified nurse (as defined in Section 9 below) who attends a national conference in their specialty up to a maximum of two thousand dollars (\$2,000) each fiscal year. Such reimbursement will be made only if it does not unduly deny other nurses from attending external educational programs. Normally fifty percent (50%) of budgeted funds will be saved for educational programs in the second half of the fiscal year. **TA**
11/16/17
 2. The PNCC shall regularly publicize remaining available funds for such programs and encourage nurses to fully utilize available fiscal year funds.
- D. The Hospital, Association, and bargaining unit nurses recognize the importance of nurses remaining current on the changes occurring in nursing practice and how these influence patient care. It is the intent of both parties that educational leave shall be available to nurses on all shifts on an equitable basis.
1. The Hospital will make reasonable work schedule accommodations for those nurses scheduled to work (evening/nights) on the day of an educational program.
 2. To the extent eligible for paid leave, a nurse will not take a reduction in pay because of attendance at an approved educational program.
- E. Nurses who attend educational programs may be required to make a report or presentation regarding the educational experience to their other staff members and share the materials received from the experience within their nursing unit.
- F. The Hospital assumes no liability whatsoever for a nurse traveling to or from or attending any non-Hospital related outside activity off the premises of the Hospital to the extent allowable by law.

Section 4. Nursing Unit Required Training

- A. Time spent in mandatory nursing unit training or in-services shall not be included in a nurse's non-mandatory paid education hours.
- B. The Hospital will grant a nurse paid time for mandatory training.

Section 5. In-Service Programs

- A. The Hospital shall give no less than two (2) weeks advance notice for in-service programs except in unanticipated circumstances. When reasonably possible, the Hospital shall make in-service programs available to nurses on all shifts.

Section 6. Orientation of New Hires

Each newly hired nurse shall be provided with a specific and detailed orientation, individualized according to the nurse's previous experience, expressed needs and familiarity with a nursing unit.

- A. Nurses will not be considered in the Hospital's patient-staff ratio while undergoing the orientation process.
- B. Regular evaluation of the nurse's performance throughout the orientation will occur to determine additional needs for the nurse.
- C. Recently graduated nurses or nurses with no prior experience shall receive a minimum of two (2) months precepted orientation.
 - 1. The recently graduated nurse, upon successful completion of her/his precepted orientation, shall be mentored by at least one (1) experienced nurse in the unit of hire for a period of nine (9) months. This is an informal mentoring program, not a precepting program.

Section 7. College Courses

- A. The Hospital will provide tuition reimbursement based on provided receipts to nurses who successfully complete college level nursing education programs. The criterion for determining reimbursement is as follows:
 - 1. The course must relate to the nurse's current Hospital work or future Hospital position in nursing. This determination will be made at the discretion of the Nursing Administration; such approval shall not be unreasonably withheld.
 - 2. Nurses must request reimbursement on a form provided by the Hospital and receive authorization in writing prior to registering for the course(s). The written request, including goals to be obtained, must be submitted to Nursing Administration. Approval of tuition reimbursement will be made by the Vice President in charge of Nursing Services upon recommendation of the nurse's immediate supervisor.

3. For reimbursement, the nurse must receive a grade of "C" or higher for undergraduate courses, a grade of "B" or higher for graduate courses, or the nurse must pass in pass/fail courses.
4. Reimbursement for courses completed will be as follows:
 - a. The maximum budget available for this program shall be twenty thousand dollars (\$20,000) per year. Unused monies shall not be carried over from year to year. Allocations from this fund to an individual nurse above \$5,000 per fiscal year shall be approved by the PNCC.
5. If the nurse leaves the employment of the Hospital for any reason before one (1) calendar year following receipt of reimbursement under this program, s/he shall be responsible for reimbursing the Hospital for any monies paid out in total under the program, unless the Hospital waives this provision in writing.

Section 8. Education Leaves

Education leaves of up to one (1) year, which are directly related to the practice of nursing, may be granted, provided the nurse making the application has completed one year of continuous employment with the Hospital. Nurses may request such leaves in increments of less than one (1) year.

- A. In no event will more than three (3) nurses in any one (1) year be permitted to take such leave.
- B. The right of approval shall be vested exclusively with the Hospital. The Hospital will not be required to guarantee return rights to nurses taking such leave to position, nursing unit, hours or shifts held prior to such leave.
 1. Within thirty (30) calendar days following the expiration of such leave, the nurse must exercise her/his rights under Article 6, Section 2, and be successfully awarded a position to retain their original seniority date. If a nurse fails to exercise her/his bidding rights within the thirty (30) calendar day period, the original seniority date will be lost.
 2. Thereafter, the nurse may apply for any available position and will be considered along with any other external applicants.
- C. While on such leave, the nurse shall cease to accrue any additional holiday pay, sick leave, or any other accrual benefits, or time toward tenure increases. Upon commencing such leave, the nurse may continue to participate under the Hospital's medical and dental insurance programs consistent with applicable state or federal law.

1. A nurse shall accrue the benefits listed above, if while on such leave s/he continues in the employ of the Hospital in a status of five-tenths (.5) or greater as defined elsewhere in this Agreement.

Section 9. Specialty Certification

- A. The Hospital recognizes the value of nurses being certified in their area of nursing practice. As such, nurses who obtain and maintain a nationally recognized specialty certification will be reimbursed the cost of the:
 1. National certification examination fee on a one-time basis.
 2. National re-certification by continuing education credit renewal fee (this does not include the cost of required continuing education hours if re-certifying by continuing education credits); or
 3. National re-certification by exam fee provided that the certification has not lapsed.
 4. Proof (e.g., card or certificate) of specialty certification(s) for specialty certification premium shall be submitted to Human Resources.
- B. The nurse qualifying for reimbursement will submit proof of certification or certification renewal with proof of the amount paid (e.g., copy of the check submitted, credit card billing statement (*with the credit card number blacked out*), money order receipt, etc.) for either the certification examination or renewal fee.

Section 10. Instruction Time and Pay

- A. Nurses shall receive their normal pay rate, including differentials, for instruction time, including reasonable preparation time. Preparation time is coordinated with and approved by the department director.
 1. When instruction time conflicts with regularly scheduled hours (for example, when a night shift nurse is requested to teach a class of four hours or greater), the nurse will be paid for regularly scheduled hours even if instruction and reasonable preparation time (which will be decided in advance) are less.
 2. The nurse shall be available to perform normal scheduled work not in conflict with instruction time unless excused by the manager or House Supervisor.
 3. Instruction time and reasonable preparation time shall be considered working time for overtime purposes.

Section 11. Reimbursement Disclaimer

The Hospital shall not be obligated to reimburse any other educational expenses incurred by the nurse, which were not approved in advance by the Hospital.

ARTICLE 13. PROFESSIONAL NURSING COMMITTEES

Section 1. PNCC

The parties reiterate their mutual commitment to quality safe patient care. In a joint effort to assure optimal nursing care and maintain professional standards and continuing education, a committee shall be established and shall meet to examine and formulate recommendations regarding ~~nursing practice, including magnet status recognition, orientation and others that may arise: Provided that, there should be the attempt to resolve such issues at the unit level in the first instance whenever possible. No contract negotiations shall occur and no grievances shall be discussed, except grievances which raise or involve such nurse practice issues. The PNCC Charter and meeting minutes shall be maintained electronically.~~ education, staff development, and recognition, as well as obtaining and maintaining specialty certifications of RN staff. **TA 11/17/17**

- A. The Association shall appoint four (4) nurses from the Bargaining Unit. The Hospital shall designate four (4) members, one of whom shall be the Chief Nursing Officer, or such other person(s) as may be designated by Nursing Administration.
- B. The committee shall normally meet at least ~~once a month~~ quarterly to accomplish its assignment, and otherwise as mutually scheduled. An agenda shall be prepared in advance. Normally meetings will last one (1) to two (2) hours. **TA 11/16/17**
- C. Bargaining unit nurses who are committee members shall be released from work duties whenever possible and paid up to two (2) straight-time hours per month for attendance at committee meetings and committee related work, unless otherwise approved by the Hospital.
- D. Upon request by the committee, the Association and Hospital will supply relevant, non-confidential information and records necessary in each party's judgment, to fulfill the committee's goals.
- E. If, after exploring alternatives, a mutually agreeable solution is reached by the committee members, such shall be implemented by the Hospital.

- F. ~~The committee charter, Meeting minutes and documents regarding usage of educational funds shall be maintained on the Hospital intranet for each meeting shall be prepared and furnished to members of the committee, Hospital, and Association.~~ **TA 11/17/17**
- G. This committee shall have no authority to erode management rights under Article 3.

Section 2. Staffing Committee

~~The Hospital and registered nurses will act in compliance with ORS 441.162. The Staffing Committee shall be responsible for the implementation of a written Hospital-wide staffing and unit specific staffing plans for nursing services. The staffing plan shall be developed, monitored, evaluated, and modified by the Staffing Committee, and shall be based on patient load, patient assignment, and work intensity.~~ **TA 11/16/17**

- A. ~~The Staffing Committee shall have, as its primary goal, the provision of safe patient care and adequate nurse staffing.~~ **TA 11/16/17**
- B. ~~The Staffing Committee charter and meeting minutes will be posted on the F: Drive. The Staffing Committee charter and minutes or other documents will be maintained electronically.~~ **TA 11/16/17**
- C. ~~The bedside nurse members of the Committee, or alternates if replacing a member, will, whenever possible, be released from duty, and will always be paid for time spent in Committee meetings as well as subcommittee meetings and other duties related to Committee work as requested by the Committee.~~ **TA 11/16/17**
1. ~~Nurse members or alternates who are not on duty will be paid their hourly wage for time spent in Committee activities.~~ **TA 11/16/17**
- D. ~~The bedside nurse co-chair who oversees the selection of the registered nurse Committee members and alternates will also be paid for reasonable hours spent in such activities, as requested by the Committee.~~ **TA 11/16/17**

Section 3. Importance of Committee Work. **TA 11/16/17**

~~It is recognized that, while patient care needs always have first priority, PNCC and Staffing Committee work has importance to Hospital operations. When patient care needs conflict with an RN member's participation in such committee meetings, all reasonable steps consistent with patient care needs will be taken to permit such participation.~~ **TA 11/16/17**

The Hospital and registered nurses will act in compliance with ORS 441.154 – 166. In the event that the provisions of ORS 441.154 – 166 are changed, the provisions of this

Article will be deemed modified in accordance with such changes. The Staffing Committee shall be responsible for review and approval of the implementation of a written Hospital-wide staffing and unit specific staffing plans for nursing services as proposed by each unit's Unit Practice Committee. ~~The staffing plan shall be developed, monitored, evaluated, and modified by the Staffing Committee, and shall be based on patient load, patient assignment, and work intensity.~~ **TA 11/16/17**

- A. The Staffing Committee shall have, as its primary goal, the provision of safe patient care and adequate nurse staffing.
- B. The Staffing Committee charter and meeting minutes will be posted on the F: Drive. The Staffing Committee charter and minutes or other documents will be maintained electronically.
- C. The bedside nurse members of the Committee, or alternates if replacing a member, will, ~~whenever possible,~~ be released from duty, and will always be paid for time spent in Committee meetings as well as subcommittee meetings and other duties related to Committee work as requested by the Committee. The Committee member must provide as much notice as possible in light of the circumstances if they are not able to attend a meeting in order to facilitate the alternate being released from duty. The Committee member or alternate will coordinate with the department director regarding options for release from duty. These may include: Attending the Committee meeting as a part of their regularly scheduled shift, or working their shift and attending the meeting without working additional hours or losing hours. Alternatively, a nurse scheduled to work during the Committee meeting day may: 1) opt to swap shifts with another qualified nurse and attend the meeting as their sole work assignment that day; 2) take PTO for the remaining hours of a scheduled shift; or 3) work with their director to adjust their schedule to accommodate attendance at the meeting. **TA 11/16/17**
 - 1. Nurse members or alternates who are not on duty will be paid their hourly wage for time spent in full Committee approved activities and for reasonable time (up to twelve (12) hours per year) for private RN meetings in preparation for Staffing Committee meetings. **TA 11/17/17**
- D. The bedside nurse co-chair ~~who oversees the selection of the registered nurse Committee members and alternates~~ will also be paid for reasonable hours spent in such activities, as requested by the Committee. **TA 11/17/17**
- E. The Association will oversee the selection of registered nurse Committee members and alternates. **TA 11/17/17**

NOTE: Sections 3-6 of this Article 13 contain all new language agreed upon by the parties.

Section 3. Staffing Plan

Each unit's staffing plan shall comply with current Oregon law. (A-H below are required by ORS 441.154-166 and will be modified to comply with changes in the law. **TA 11/17/17**

- A. Be based on an accurate description of individual and aggregate patient needs and requirements for nursing care. **TA 11/16/17**
- B. Be based on the specialized qualifications and competencies of the nursing staff. The skill mix and competency of the staff shall ensure that the nursing care needs of the patients are met and shall insure patient safety. **TA 11/16/17**
- C. Be consistent with nationally recognized evidence-based standards and guidelines established by professional nursing specialty organizations and recognize differences in patient acuity. **TA 11/16/17**
- D. Establish minimum numbers of nursing staff including licensed practical nurses and certified nursing assistants, monitor techs, and unit secretary required on specified shifts. At least one registered nurse and one other nursing staff member must be on duty in a unit when a patient is present. **TA 11/16/17**
- E. Include a formal process for evaluating and initiating limitations on admission or diversion of patients to another acute care facility when, in the judgment of the direct care registered nurse, there is an inability to meet patient care needs or a risk of harm to existing and new patients. **TA 11/16/17**
- F. Be based on a measurement of hospital unit activity that quantifies the rate of admissions, discharges and transfers for each hospital unit and the time required for a direct care registered nurse belonging to a hospital unit to complete admissions, discharges and transfers for that hospital unit. **TA 11/16/17**
- G. Be based on total diagnoses for each hospital unit and the nursing staff required to manage that set of diagnoses. **TA 11/16/17**
- H. Must consider tasks not related to providing direct care, including meal periods and rest breaks. **TA 11/16/17**
- I. Define the charge nurse's appropriate patient assignment. **TA 11/16/17**

Section 4. Quality Assurance and Evaluation of Staffing Method

The Hospital shall provide at each Staffing Committee meeting necessary data to allow the Staffing Committee to evaluate and monitor the staffing plan for effectiveness, including Association staffing requests and documentation forms. **TA 11/17/17**

Section 5. Unit Practice Committees

- A. Each unit or grouping of units is responsible for developing a Unit Practice Committee (“UPC”) which shall consist of staff nurses and management representatives. Staff nurse representatives shall be selected by nurses on the unit in accordance with the unit’s UPC charter. UPC members shall ensure the flow of communication regarding UPC decisions and recommendations to all staff and represent the voice of all staff at the committee. **TA 11/16/17**
- B. Purpose of UPC. The UPC is the foundation for shared governance at the unit level. Its structure provides for the involvement of the UPC in local decision making by creating an environment in which nurses have a voice in determining nursing practice, standards and quality of care and ensures a system of shared decision-making and accountability with the goal of improving patient care and staff engagement. **TA 11/16/17**
- C. Recommendations, functions and authority. The UPC is responsible for making recommendations and performing functions that advance the delivery of professional nursing, including but not limited to: **TA 11/16/17**
1. Unit goals related to nursing practice, quality of care and patient safety. **TA 11/16/17**
 2. The development, monitoring, and evaluation of the unit staffing plan throughout the year. The UPC will assure that any contemplated changes to the unit staffing plan will be communicated to all staff nurses on the unit followed by a reasonable period for input prior to finalizing the recommendations. The UPC, at its discretion, may conduct a non-binding vote of the bargaining unit nurses on the unit to gauge support for the recommended changes, results of which shall be shared with the staff. On an annual basis, each UPC will submit a written unit specific staffing plan to the Staffing Committee. Each UPC will, as needed, conduct a review of the staffing plan’s performance and make recommendations for adjustments where appropriate. **TA 11/17/17**
 3. Review and provide input into unit and division patient care policies. **TA 11/16/17**
 4. Other tasks agreed to or assigned by the Hospital. **TA 11/17/17**

- D. Decisions and recommendations made by a UPC must be in compliance with the current contract, statutory regulations, and hospital policy and procedure, and will be made in a collaborative manner. **TA 11/17/17**
- E. UPC Activities **TA 11/16/17**
1. Each UPC or unit grouping will establish a charter that includes a process for selecting members who will represent all nursing staff and that contains parameters for length of membership, rotation of members, and a decision-making process. A staff nurse will serve as the chair to set agenda at all UPC meetings in collaboration with unit managers or directors. **TA 11/16/17**
 2. Nursing staff members will have access and input into agendas and decisions. Availability of meeting minutes to all nursing staff is a requirement. UPC meetings will be open to all staff nurse members not on duty or can be released from duty. Time and location will be communicated to nursing staff. **TA 11/16/17**
 3. Issues which cannot be satisfactorily resolved at the UPC level may be forwarded to the Hospital Nursing Practice Council (“HNPC”). The HNPC will review all such issues of concern and determine if further action is warranted. **TA 11/16/17**
 4. The UPC must obtain consent of another department over decisions which interact with that other department’s operations. **TA 11/17/17**
- F. Paid time. UPC members will be paid for time spent in UPC meetings and other duties related to UPC work as requested by the UPC. Meetings will be scheduled to minimize impact on patient care and to accommodate nurses’ schedules as much as possible, but it is recognized that all members of the committee may not be able to attend every meeting in light of patient care requirements. **TA 11/17/17**

Section 6. Hospital Nursing Practice Council **TA 11/16/17**

The Hospital Nursing Practice Council (“HNPC”) provides leadership and direction to all UPC’s and assists in the creation of a professional practice environment. It serves as a clearinghouse for UPC issues being presented and disseminates them to the appropriate UPC, committee or department for consideration and/or action. The HNPC will ensure that individual UPC’s are aligned with the organizations strategic goals, are not duplicating efforts, are aware of other UPC’s decisions on best practices and that UPC decisions are appropriately consistent throughout the organization. **TA 11/16/17**

The HNPC membership will be comprised of one manager/director and one staff member from each UPC. The CNO or their designee will facilitate the HNPC.

The HNPC will establish a charter and maintain meeting minutes that are available for all nursing staff members. **TA 11/16/17**

No contract negotiations shall occur and no grievances shall be discussed at UPC or HNPC meetings except grievances which raise or involve specific nursing practice issues. **TA 11/16/17**

ARTICLE 14. SUBSTANCE ABUSE

The Hospital has implemented a drug and alcohol substance abuse policy for all Hospital employees, including bargaining unit nurses.

Section 1. Nurse Treatment Options

- A. Nurses are encouraged to seek evaluation and treatment for problems resulting from chemical and/or alcohol use.
- B. Nurses may obtain confidential (to the extent allowed by law) evaluation and counseling through the Employee Assistance Program (EAP).
- C. Nurses may voluntarily enter themselves into the Oregon State Board of Nursing's Nurse Monitoring Program.

Section 2. Objectives

To inform Hospital nurses that:

- A. Involvement with alcohol and/or drugs is prohibited where job performance is diminished/affected.
- B. That in "for cause" situations, submission to alcohol/drug testing through "body fluid collection" (defined as the collection of blood, urine, or other means utilized for the purposes of evaluating the presence of prescription or non-prescription drugs/chemicals and/or alcohol) may be required as a condition of continued employment.

Section 3. Recognition of the Impaired Nurse

- A. The Hospital will provide managers/supervisors with training in recognizing symptoms of chemical impairment on a regular basis.
 - 1. At least one nurse representative from the Bargaining Unit will be invited to participate in each training session. The purpose of such training session is to share information and to increase knowledge and skills in dealing with chemical impairment, not to establish rigid, binding policies.

Section 4. Policy

- A. Bargaining Unit Nurses will cooperate with the Hospital's Alcohol and Drug Policy as follows:
1. Nurses are subject to discipline for possession, sale, transfer, offering or use of drugs and/or alcohol while on the Hospital premises, or while conducting Hospital business, or in other circumstances which adversely affect the Hospital's operations or safety.
 - a. The only exception to this rule is for a nurse possessing or using as directed a drug which is prescribed for that employee by an MD/NP/CNM and which does not impair safe or efficient job performance.
 2. All nurses must abstain from alcohol and/or drug use while "on-call/standby" status, in accordance with Hospital Policy.
- B. A nurse consenting to body fluid testing will have access to all information that the Hospital is relying on to substantiate discipline imposed on the nurse in accordance with the Hospital's Alcohol and Drug Policy.
1. Such information will be provided subsequent to imposition of discipline.
 2. A nurse, when requested by the Hospital to sign a Last Chance Agreement, will also be given a copy of the Hospital's Drug and Alcohol Policy.
- C. The Hospital will use only a Department of Health and Human Services (DHHS) approved lab for body fluid testing.

ARTICLE 15. PERSONNEL RECORDS

Section 1. Access to Records

- A. A nurse and/or the nurse's designee, appointed in writing, shall have the right to examine the nurse's personnel records and to make copies of any material therein, except for confidential reports from previous employers and records of an individual relating to the conviction, arrest or investigation of conduct constituting a violation of the criminal laws of this state or another state of the United States.
- B. The nurse may place in the file any response to material therein or any other material relevant to her/his employment, provided that prior to placement of a

response in the file, the Hospital shall have the opportunity to review the material to insure knowledge thereof.

- C. The Hospital will comply with applicable state laws in maintaining personnel files. Each nurse shall have the right, on request, to review his/her personnel records kept on file in the Department Director's office or in Human Resources, and receive copies of such records without charge if the request is for ten (10) or fewer pages.
- D. Materials showing proof of certifications required by the Hospital and provided by the Hospital on an internal basis shall be placed in the personnel file or online.

Section 2. Changes in Personnel Records

- A. In any case where agreement has been reached between the Hospital and the Association to make revisions in an employee's personnel records, the Association shall, upon request to the Hospital and with written authorization of the employee, be allowed to inspect the records to insure that the agreement to revise has been complied with.
- B. Disciplinary notices shall become null and void after a period of ~~fifteen~~^{eighteen} (15~~8~~⁸) months, ~~twenty-four (24) months for clinical quality of patient care issues,~~ but this shall not affect the validity of any other discipline. **TA 11/16/17**
 - 1. Once null and void, such notices shall be considered inactive and will be kept in a locked storage area. Only the Human Resource Director, or designee, will have access to such information/records except by written permission of the affected nurse.
 - a. With written permission of the nurse, the Association representative(s) may also have access to the nurse's active and inactive information/ records.
 - 2. Disciplinary notices older than ~~fifteen~~^{eighteen} (15~~8~~⁸) months (~~twenty-four (24) months for clinical quality of patient care issues~~) may only be used to show knowledge by the nurse of policies if the nurse denies such knowledge. **TA 11/17/17**
- C. Nurses shall receive, on their request, dated copies of all evaluations or written disciplinary notices, placed in the Human Resources file and shall have the right to respond in writing and have that response attached to any such notices or other material in the Human Resources file. No charge will be assessed if the nurse requests ten (10) or fewer copies.

ARTICLE 16. DISCIPLINE AND DISCHARGE

Section 1. Just Cause

No nurse shall be discharged or subject to a disciplinary action without just cause.

Section 2. Right to File Grievance

See Article 17, Section 2.

Section 3. Right to Representation

In any investigatory meeting which may lead to disciplinary action or discharge of any nurse, or in any meeting to inform a nurse of discipline:

- A. The nurse has the right to request Association representation.
 1. The Hospital shall assume no financial obligation when the affected registered nurse is represented by an Association representative who is not on duty, except that, such Association representative shall be paid up to one (1) hour's pay at his/her normal straight time rate for participation in the first investigatory interview involving a nurse's potential discipline. Subsections c and d below apply to such payments. A bargaining unit nurse who is on duty and who serves as an Association representative at such a meeting shall be paid up to one (1) hour for such time, subject to the following conditions:
 - a. The Association representative nurse shall receive permission from the Charge Nurse, Department or House Supervisor to leave his/her home unit.
 - b. The nurse being interviewed must accept the Association nurse representative who is most easily released from normal work duties in light of all Hospital patient care needs. The Association ~~nurse representative shall be from a different unit.~~ will have the final say as to which equally available Association nurse representative will be assigned to the RN who is the subject of investigation. TA
11/17/17
 - c. Pay to the Association nurse representative in such circumstances is not precedent for other situations in which Hospital nurses perform Association services; and
 - d. Such paid time must be devoted solely to representation of a nurse at such investigatory meeting.

2. When the meeting is scheduled and before it starts, the supervisor will advise the affected nurse of her or his rights under this Section. Failure to do so, however, shall not affect the validity of the discipline imposed.
 - a. Email will not be used as a sole method of investigative meeting notification by the manager. Multiple communication methods will be attempted. Personal contact is preferred.
- B. Said meeting for day shift nurses shall normally occur as close as possible to the end of the nurse's shift if s/he is working, depending on the nature of the violation and patient care considerations, and all surrounding circumstances.
 1. Depending on the nature of the violation, patient care considerations, and all surrounding circumstances, investigatory meetings for off duty or night shift nurses shall be scheduled at a time which reasonably allows for Association representation if the nurse has requested such. Two (2) hour minimum guaranteed pay rate is not applicable in such situations.
 2. The Hospital shall notify a nurse who is the subject of the investigation as soon as possible after the investigation is complete. If the investigation takes more than fourteen (14) days from the first (1st) interview of the investigated nurse, the Hospital will notify the nurse of the status of the investigation and of the projected timeframe for concluding the investigation. TA 11/17/17
- C. The Association shall provide the Hospital on a quarterly basis with a list of nurses who are authorized to serve as representatives. **TA 11/16/17**
- D. The parties will each comply with laws with respect to such meetings. Both parties will provide training in applicable law to their respective representatives or managers.

Section 4. Discharge Reasons

At the time any non-probationary nurse is discharged, s/he shall be provided with the specific reasons for discharge from the Hospital, in writing.. The Association representative, if present, shall also be provided a copy of such discharge notice at the same time. When the Association representative is not present, the written corrective action will be emailed to the Local Association President and Association Labor Representative within two (2) business days, unless the nurse subject to corrective action, after being informed of this notice requirement, specifically instructs the Hospital not to do so. TA 11/17/17

ARTICLE 17. GRIEVANCE PROCEDURE

Section 1. Grievances Generally

An Association or nurse allegation that the application or interpretation of the specific provisions of this Agreement by the Hospital is in violation of the Agreement, may be submitted as a grievance in accordance with the procedures, time frames, and conditions of this Article. Grievances must be based on alleged contract violations, not exclusively Hospital policies or programs which are non-contractual in nature.

All time limits in this Article 17 may be extended by mutual agreement of the parties.

Section 2. Grievances on Contract Interpretation

It is the intent of the parties that non-disciplinary concerns (for example, a pay issue, scheduling, contract interpretation issue, etc.) be adjusted informally by discussing the issue with the immediate Director/Unit Manager and/or Human Resources. The nurse may choose to have an Association representative present during this discussion. This meeting shall not be bypassed.

- A. If issues are not resolved in this informal meeting, the nurse may choose to file a formal grievance. The formal grievance on such non-disciplinary issues must be filed before fourteen (14) calendar days have elapsed from the time the nurse was aware, or reasonably should have been aware, of the concern.

Section 3. Grievance Involving Corrective Action

- A, A nurse desiring to appeal a verbal (with written documentation) or written disciplinary action shall start at Step 1 of the grievance procedure.
- B. A nurse desiring to appeal a suspension or a discharge shall start at Step 2 of the grievance procedure.
- C. The grievance shall be presented to the Department Director/Nurse Manager and Director of Human Resources within seven (7) business days from the date the nurse became aware or reasonably should have been aware of the corrective action constituting the grievance.

Any grievance filed outside of time frames specified in Sections 2 and 3 herein shall be considered null and void. The other time limits contained herein may be extended by mutual written agreement, for example, email.

Section 4. Steps of the Grievance Procedure

Step 1. FILING A FORMAL GRIEVANCE

The nurse or Association shall reduce to writing the following:

- the nurse's understanding of the issue/dispute;
 - the specific provisions of the Agreement that have allegedly been violated;
 - the relief desired.
- A. The Department Director, or designee, shall meet with the grievant and/or Association Representative within a reasonable time. The Department Director shall give a written decision to the grievant within seven (7) business days after the meeting.
- B. If the nurse is appealing a disciplinary action that has been delivered by the nurse's director, the grievance shall start at Step 2.

Step 2. APPEALING A GRIEVANCE

If the grievance is not settled at Step 1 above, the nurse may appeal it by giving written notice of such appeal to the appropriate Vice President and the Director of Human Resources within seven (7) business days after receipt of the Department Director's written answer.

- A. The Vice President or designated representative shall meet to discuss the grievance with the nurse and Association representative at a reasonable time to be fixed by the Vice President or designated representative within seven (7) business days of receiving the nurse's written appeal.
- B. The Vice President or designated representative shall give her/his written answer to the grievance within seven (7) business days following the conclusion of the meeting.

Step 3. APPEAL OF A GRIEVANCE TO THE HOSPITAL PRESIDENT

If the grievance is not settled in Step 2 above, the Association may appeal it by giving written notice to the Director of Human Resources of such appeal within seven (7) business days, after receipt of the Vice President's or her/his designated representative's written response, to the Hospital's President or her/his designated representative who shall meet to discuss the grievance with the aggrieved nurse and Association representative at a mutually agreeable time and location within seven (7) business days of receiving the nurse's written appeal from Step 2.

- A. The President or designated representative shall give a written answer to the grievance within seven (7) business days from the date the meeting was concluded.

Section 5. Grievance Procedure Agreement

The parties agree they will follow the foregoing Grievance Procedures in accordance with the respective steps, time limits, and conditions contained therein. If, in any Step, the Hospital's representative fails to give a written response/answer within the time limit set forth, the grievance may be appealed to the next step at the expiration of such time limit.

- A. If the nurse or the Association fails to follow the foregoing grievance procedures in accordance with the steps, time limits and conditions contained therein, the grievance shall be deemed null and void.

Section 6. Grievance Settlement and Retroactivity

The settlement of a grievance in any case shall not be made retroactive for a period exceeding the date the original grievance occurred.

- A. In disputes involving pay related matters, the maximum retroactive application shall be sixty (60) calendar days from when the nurse alleges a violation of the contract.

Section 7. Authority of Representatives

The parties understand and agree that their respective representatives, or designees, in the Steps of the Grievance Procedure have the authority to make binding settlements, consistent with the existing Association internal appeals procedures.

Section 8. Arbitration Rights

Only the Association may require arbitration of the Hospital.

Section 9

No nurse shall be paid by the Hospital for time spent in arbitration proceedings.

Section 10. Association's Right to Grievance Process

Nothing contained in the provision shall prohibit the Association from raising and processing grievances for alleged violations of this Agreement. Such grievances shall be initiated at Step 2 of this procedure.

- A. The Association reserves the right to file a grievance on behalf of a nurse or group of nurses with or without the nurse's signature, but affected nurses must participate in the grievance process.

Section 11. Mediation

The parties may agree to FMCS grievance mediation to try to resolve any grievance dispute, including discharge and discipline grievances.

ARTICLE 18. ARBITRATION

Section 1

In the event the Association desires to submit the dispute to arbitration, it shall notify the Director of Human Resources in writing within ten (10) business days after receipt of the Hospital's written answer in Step 3 of the Grievance Procedure. The parties will attempt to select an impartial arbitrator within five (5) business days from the date the Association's notification to arbitrate has been received by the Director of Human Resources.

Section 2

If the parties cannot agree upon the selection of an arbitrator through the method specified above, then, within ten (10) business days thereafter, upon written notice by the Association to the Director of Human Resources and to the Federal Mediation and Conciliation Service (FMCS), a panel of seven (7) arbitrators shall be requested.

Thereafter, parties, by the "flip of a coin," shall determine who will strike a name first.

The sole name remaining shall be appointed as the Arbitrator. In discharge disputes, the parties will attempt to select an arbitrator who can hear the case promptly. **TA**

11/17/17

~~In discharge disputes, the Arbitrator will be the first below-named arbitrator, contacted within the five (5) business days specified in Article 18.1 above, who can hear the case within ninety (90) days of the Hospital's Step 3 answer. The below listed arbitrators will be called in rotation, not counting an arbitrator who has already heard a case or been selected to hear a case.~~ **TA 11/16/17**

- ~~1. William Greer~~
- ~~2. Howell Lankford~~
- ~~3. Ron Miller~~
- ~~4. Katie Whalen~~
- ~~5. William Reeves~~

TA 11/16/17

Post-hearing briefs shall be due within thirty (30) calendar days of the close of hearing, and the Arbitrator's decision shall be due within thirty (30) calendar days from the submission of post-hearing briefs.

Section 3

Each party shall bear the expense of its representatives, participants, witnesses and for the preparation and presentation of its own case. The fees and expenses of the Arbitrator, the hearing room, and any other expenses incidental to the arbitration hearing shall be borne equally by the parties. Transcription fees shall be shared only if both parties request a copy of same.

Section 4

No matter, other than a grievance, which is an alleged violation of a specific provision as written and expressed in this Agreement, can be reviewed on the merits by the Arbitrator.

Section 5

The Arbitrator shall have no authority to add to, subtract from, modify, change, or alter this Agreement, or any expressly written amendment or supplement thereto; or to extend its duration or to make any decision which would have the practical result of doing so without the express written consent of both parties. The Award of the Arbitrator so made shall be final and binding on the parties.

Section 6

An arbitrator shall not review more than one grievance on the same hearing date or series of hearing dates, except by mutual agreement between the parties.

Section 7

Pending the raising, processing, and settlement of the grievances and the Award of the Arbitrator, and during the term of this Agreement, the parties agree to abide by all of the provisions of Article 26, (No Strike/No Lockout) of this Agreement.

Section 8

The grievance and/or arbitration provisions of this Agreement shall not be available in cases involving the interpretation, application, or violation of Article 26 of this Agreement, by the Association. The Hospital shall be free to seek appropriate relief for any alleged violation of Article 26 in the applicable court.

- A. In the event the Hospital imposes discipline against any nurse for an alleged violation of Article 26, the Association shall be free to request arbitration of same.
1. An arbitrator will have the authority to consider whether the conduct of the nurse was in fact a violation of Article 26 and whether the penalty imposed is appropriate.

Section 9

No facts or evidence of alleged consistent or inconsistent treatment of other employees in allegedly similar situations to a nurse who has been disciplined or discharged shall be requested in grievance procedures or considered relevant or admissible in arbitration proceedings, except evidence or facts involving bargaining unit nurses occurring in the three (3) year timeframe (thirty-six (36) months) prior to the discipline or discharge in question.

Both parties will disclose in advance of the arbitration hearing any alleged consistent or inconsistent discharge or discipline decisions which they will seek to introduce into evidence.

Section 10

The Award of the Arbitrator shall be made no later than thirty (30) calendar days from the date of the close of the hearing or the receipt of any post-hearing briefs submitted by the parties unless otherwise agreed upon by the parties.

ARTICLE 19. EVALUATIONS AND STEP INCREASES

Section 1. Evaluation

A nurse is to be formally evaluated on an annual basis (twelve to sixteen (12-16) months). On request, the nurse shall receive a copy of her/his evaluation, at the time of signature by the nurse manager and nurse.

Section 2. Step increases

- A. A new graduate nurse or nurse with no previous registered nurse work experience will be classified as an ~~RN I~~ new graduate nurse until s/he satisfactorily completes the probationary period requirements. ~~Upon meeting the aforementioned, this nurse will be advanced to an RN II classification, and step one (1).~~ **TA 11/16/17 and 11/17/17**

- B. A nurse will be eligible for a step increase provided the nurse has earned the requisite number of compensable hours since the nurse's previous step increase, as follows:

<u>Nurse II Step</u>	<u>Hours Required to Advance to the Next Step</u>
Step 1	2080
Step 2	2080
Step 3	2080
Step 4	2080
Step 5	4160 2080
Step 6	4160
Step 7	6240 4160
Step 8	8320 6240
Step 9	8320 6240
Step 10	8320 6240
Step 11	8320 6240
Step 12	NA 6240
Step 13	NA

TA to table 11/16/17

Since the Association and the Hospital changed the number of hours required for each step from the prior Agreement, nurses will advance to the next step based on their current step hours and be paid accordingly. The initial step adjustment will be in the first full payroll period in January 2018. As a result of this change, no nurse will be subject to a reduction in base wage or step placement. No nurse will advance more than one step, and will start fresh to accrue hours at that step. **TA 11/17/17**

For example, a nurse currently has 5000 hours at Step 7. That Step is reduced in the first payroll period in January 2018 to 4160 hours from 6240 hours. The nurse will move to Step 8 the first full payroll period in January 2018, and reset the hours required to move to Step 9. **TA 11/17/17**

- C. A nurse satisfying the hours requirement for a step level increase becomes eligible for the step increase, ~~although s/he is not guaranteed to receive the step increase if satisfactory performance is not being met.~~ **TA 11/16/17**

1. If a nurse has not earned the requisite number of hours since the nurse's prior anniversary date, the nurse will be eligible to advance to the next step upon completion of the requisite number of hours.

- D. Step levels are not the equivalent of years of service.

- E. Step increases will not be withheld ~~in an arbitrary or capricious manner.~~ **TA 11/16/17**

Section 3. Hiring A Nurse With Prior Experience

The Hospital, when hiring a nurse who has prior experience as a registered nurse, shall be guided by the "Hiring Salary Guidelines" available in the Human Resources Department on request.

Section 4. Merit Raises

The Hospital retains the right to reward an individual nurse's performance, over and above the provisions called for in this agreement, by granting merit increases and/or bonuses or other rewards.

Section 5. Hours Credit for Twelve (12) Hour Shift Nurses

The Hospital will credit nurses on a twelve (12) hour per day, seventy-two (72) hour per pay period (.9) work schedule with additional hours for step increase eligibility as follows:

3-31- 45 18	208 Hours
3-31- 46 19	208 Hours
3-31- 47 20	208 Hours

TA 11/17/17

- A. To be eligible for these hours credit, the nurse must have worked continuously in a .9, twelve (12) hour per shift work schedule for the prior twelve (12) months (April 1st through March 31st).
1. New hire nurses or nurses who change status during this twelve (12) month eligibility period are not eligible.
- B. These hours' credits will apply for step increases, not benefit eligibility (except as provided in Section D) or seniority. (They will be added to a nurse's seniority hours total, because this is the way the Hospital keeps records, yet will be "backed out" in any situation requiring actual application of seniority, such as for layoffs or job bidding.)
- C. When an employee's 208 hours credit, by itself, puts the employee up to the next step, the increase will be effective the 1st full payroll period in April of that year (no retroactivity).
- D. Nurses qualifying for this credit will also receive up to 208 ~~vacation~~-PTO credit hours if they work between 1872 and 2080 hours. For example: **TA 11/17/17**

Nurse Hours of Work
In Appropriate Period ~~Vacation~~-PTO Hours Credit **TA 11/17/17**

Up to 1871 hours	0 hours
1900 hours	180 hours
2000 hours	80 hours
2070 hours	10 hours
2080 hours and above	0 hours

ARTICLE 20. WAGES AND PREMIUM PAY/DIFFERENTIALS

Section 1. Wages

The minimum wage rates for the term of this agreement are specified in Appendix A.

Section 2. Shift Differential

Shift differential shall be paid for the actual hours worked on each of the shifts as follows:

Evening Differential	\$1.50 per hour
Night Differential	\$4.50 <u>\$5.50</u> per hour TA 11/16/17

Section 3. Standby/On-Call

The term "standby/on-call" shall be defined as a nurse signed up to be available to work a specific block of hours on a specified shift or for the entirety of a specific shift. The standby/on call differential will be paid for each hour applicable to this situation whether or not the nurse is called in from standby/on-call status.

- A. Standby/On-Call Differential: ~~\$3.75~~ \$4.25 per hour, effective 2018
\$5.00 per hour effective 2019 **TA 11/17/17**

Section 4. Charge Nurse (Including Home Health Charge Nurse) Differential

Charge Nurse Differential: ~~\$2.50~~ \$2.75 per hour effective 2018, \$3.00 effective 2019
(paid only when a nurse is actually working as a charge nurse; that is, not paid in ~~vacation, holiday, sick pay, etc.~~ PTO or EIB) **TA 11/17/17**

Section 5. Weekend Differential

For all hours worked between 2200 Friday and 2200 Sunday, the following differential shall be paid: \$1.70 per hour.

Section 6. Preceptor Differential

- A. A nurse who is assigned by the Hospital to act as preceptor to a student nurse, a new graduate nurse, or a nurse who is new to the Hospital (which also includes travelers), or to a nurse who is new to a service (e.g., transfer to CCU with no previous experience, Flex Team nurse orienting to a unit), shall receive an additional \$1.50 per hour for all hours spent precepting.
1. Nurses are encouraged to attend an available preceptor class. If a nurse declines an offered opportunity, she/he may be disqualified from precepting.
- B. Selection as a preceptor shall be based on the following criteria:
1. Clinical expertise within the applicable unit;
 2. Demonstrated skills in working with and coaching peers;
 3. Positive interpersonal behavior skills.
- C. The Hospital reserves the right to determine the number of preceptor(s) they will have any one time and when any preceptor training programs will be offered.

Section 7. Specialty Certification Differential

Nurses with specialty certifications as listed on Exhibit C attached hereto, will receive \$1.00 per hour differential. Only one (1) specialty differential will be paid to a nurse regardless of the number of qualifying specialty certifications.

Section 8. Supplemental Differential (In lieu of benefits)

Nurses who work as supplemental with a status of less than five-tenths (.5), shall receive \$4.00 per hour differential.

Section 9. Flex Team Differential

Flex Team Tier 1: \$2.50 per hour
Flex Team Tier 2: \$10.00 per hour

Section 10. Payroll Deductions

The Hospital is authorized to deduct all charges, loans, payroll advances, and Association dues payments from the paycheck of a nurse pursuant to signed agreement with the nurse, for example, gift shop and cafeteria charges, pursuant to the Hospital's charge card programs.

ARTICLE 21. PAID TIME OFF (PTO)

Section 1. Policy

Paid Time Off (PTO) (Article 21) and Extended Illness Bank (EIB) (Article 22) are intended to provide a benefit for eligible employees taking time off from the work place. PTO must be scheduled at the convenience of the department with the exception of personal or family sick time. Insufficient notice and or excessive use of unscheduled PTO shall be considered a violation of this policy's intent to provide employees with greater control of their benefit time.

Section 2. Procedures and Comments for Paid Time Off

Full time or part time employees are eligible to earn and accrue PTO benefits. An employee who is on probationary status shall accrue PTO, but it cannot be utilized, or be paid in any manner during probation, or in the event of termination during an employee's probationary period. An employee is eligible to utilize accrued PTO during the pay period following his/her successful completion of probation. An employee who transfers into a full time or part time status shall begin accruing PTO on the date of transfer. If a regular status employee terminates employment, s/he will receive a cash payment for all accrued PTO, provided the employee has given appropriate notice. If a regular status employee is discharged for serious misconduct, s/he will not receive a cash payment of any accrued PTO. No cash out of paid hours from PTO will be permitted for work days during the pay period that an employee has been suspended without pay.

PTO benefits will terminate at the time the employee changes to an ineligible status. At the time of ineligibility, any accrued but unused PTO will be paid out on the next regular paycheck. Any accrued but unused EIB benefits will be frozen and reinstated if the employee returns to an eligible status.

Section 3. PTO Accrual

- A. PTO shall accrue only on the basis of hours worked as shown in the following scale, PTO hours used, EIB hours used, and paid low census hours. PTO and EIB hours do not count toward calculations of overtime as they are not hours actually worked. When PTO or EIB hours are paid to an employee on a cash out basis under this policy, for example, on an employee's termination, such hours paid out do not accrue any additional PTO or EIB benefit.
 - 1. Full and part time nurses hired prior to January 1, 2011 will accrue PTO according to the following scale:

1	2	3	4	5	6
Years of Service by Hours		Factor Per Hour	Maximum Hr Accrual Per Pay Period	Annual Accumulation Hours / Days (based on 2080 hrs for full time employee)	Maximum Accumulation Hours
0-8320	80 Vac + 72 Hol + 48 Sck = 200	0.0962	9.231	200 / 25	300
8320-18720	120 Vac + 72 Hol + 48 Sck = 240	0.1154	11.077	240 / 30	360
18720 +	160 Vac + 72 Hol +48 Sck = 280	0.1346	12.923	280 / 35	420
EIB - All	48	0.0231	2.215	48 / 6	640

2. Full and part time nurses hired on and after January 1, 2011 will accrue PTO according to the following scale.

1	2	3	4	5
Years of Service by Hours	Factor Per Hour	Maximum Hr Accrual Per Pay Period	Annual Accumulation Hours/Days For 2080 Hour Full Time Employee	Maximum Accumulation Hours
0-8320	0.0866	8.314	180/22.5	270
8320-18720	0.1058	10.157	220/27.5	330
18720 +	0.1250	12.000	260/32.5	390
EIB - All	0.0231	2.215	48/6	640

Note: The maximum hours accrued per pay period in Column 4 of Section 3.A.1. and Column 3 of Section 3.A.2. shall not apply when the PTO adjustments for .9 RNs are made in April of each year under Article 19.5.D. TA 11/17/17

- B. PTO shall be used for the first twenty-four (24) hours or three (3) regularly scheduled work shifts of an employee's absence from scheduled work that occurs due to the employee's or minor dependent's illness/injury.
- C. Accumulated PTO time must be utilized prior to time off without pay can be requested. Called off days may be taken as time off without pay even if accumulated PTO time exists.
- D. PTO must be taken in increments of .25/hour or more, in lieu of hours regularly scheduled to work, unless during a leave of absence.
- E. Nurses have the option to use or not to use PTO for all instances when the Hospital mandates that no work is available for regularly scheduled hours.

Section 4. Workers' Compensation

The first three (3) days of absence due to a work related injury or illness may not be covered by workers compensation insurance. In this case the employee may claim twenty-four (24) hours or three (3) scheduled shifts of PTO benefit. Thereafter, a nurse receiving workers' compensation temporary disability payments due to an industrial injury, at his/her election, may utilize unused PTO or EIB benefits, if eligible, to pay the difference between such temporary disability benefits up to the nurse's normal status pay.

Section 5. Use of PTO.

- A. Full time or part time employees can request a "Cash Out" of their accrued PTO over one hundred (100) hours. PTO cash out will be authorized to a maximum of one hundred fifty (150) hours per calendar year. No cash out of paid hours from PTO will be permitted for work days during the pay period that a nurse has been suspended without pay.
- B. No allowance will be made for sickness occurring during scheduled PTO time off, unless an employee is hospitalized and provides verification of such hospitalization to the department manager. See Article 22.F. In such situation Except when a nurse is hospitalized, the EIB twenty-four (24) hours waiting period shall apply, during which PTO hours will continue to be paid. **TA 11/17/17**
- C. Once commencing a PTO period, an employee will not be recalled to work unless a community medical emergency arises. This provision does not prohibit the organization from calling to work any employee who, while on PTO, advises the organization of their availability. If an employee is called to work, they will be granted their PTO day(s) at a time mutually agreed to by the employee and the department manager. PTO hours may not be used in conjunction with work hours.
- D. PTO requests should be submitted to the department manager as soon as possible but not prior to three (3) months in advance. A department manager may grant a PTO request time beyond three (3) months, provided this alternate time limit is agreed to by a majority of the department staff. In special circumstances, as determined by the department manager (e.g., opportunity for special discounts for plane tickets or lodging reservations, etc.) and employee may request PTO time prior to this three (3) month period, or prior to the alternate time limit agreed to by a majority of the department staff. Those departments scheduled via defined procedures will adhere to the Scheduling Guidelines found in the Nursing Department Policy Manual.

PTO requests that are at least two (2) weeks in advance of the date(s) requested off must be submitted in writing. The department manager must approve or deny the request in writing within two (2) weeks from receipt of the PTO request. PTO requests that are presented by the employee less than two (2) weeks before the date(s) requested off, the department manager must notify the employee of approval/denial as soon as possible prior to the beginning date. Those departments scheduled via defined procedures will adhere to the Scheduling Guidelines found in the Nursing Department Policy Manual.

- E. PTO requests will be approved on a first come first serve basis within the three (3) month time line, or the alternate time line. In the event of a conflict for PTO requests within the three (3) month or alternate time line, the conflict should be presented to the employees to resolve. If the conflict cannot be resolved between the employees, seniority and the core competency staffing needs of the unit will prevail. Seniority right may be exercised only every other year. Those departments scheduled via defined procedures will adhere to the Scheduling Guidelines found in the Nursing Department Policy Manual.
- F. Sky Lakes Medical Center allows employees to donate PTO to other employees experiencing a hardship event. Requests for gifting of PTO are directed to Human Resources for processing and approval. The gifting of PTO must be documented on forms provided by Human Resources and the guidelines followed in HR Policy and Procedures # 419.1.
- G. Gifting of PTO to the Association Negotiating Team will be allowed by the Hospital. Normal gifting rules will apply. Such gifting will only apply to official Association/ Hospital contract negotiations. Timing and procedures for such gifts to be established in line with discussions in the 2011 contract renewal negotiations.

| Section 76. Additional PTO/EIB Provisions Applicable to All Employees

A. Recall to Work While on PTO

Once commencing a PTO period, a nurse will not be recalled to work, unless a community medical emergency arises (i.e., disaster, fire, floods). The nursing department and nursing office will indicate the nurse as “unavailable” during the nurse’s entire designated PTO time.

- 1. This provision shall not prohibit the Hospital from calling to work any nurse who, while on PTO, advises the Hospital s/he is available.
 - a. If such nurse is called to work, s/he will be granted additional PTO time at a later mutually agreeable time.

| Section 87. Misuse of PTO/EIB

- A. Abuse of PTO/EIB leave time by unit employees prevents efficient Hospital scheduling, unnecessarily causes the Hospital to incur extra staffing expenses, and unfairly requires extra work by other nurses. A nurse who calls in sick and utilizes PTO or EIB leave benefits when the nurse is, in reality, able to work engages in an act of dishonesty.
- B. Nurses who establish a pattern of calling in sick to utilize unscheduled PTO or EIB may be required by the nurse manager to provide proof of illness from an MD/NP, consistent with the provisions of law.
 - 1. Both parties recognize that the abuse of PTO/EIB by a nurse may result in disciplinary action.

ARTICLE 22. EXTENDED ILLNESS BANK (EIB)

Section 1. Eligibility

- A. Full time or part time employees are eligible to earn and accrue EIB benefits. An employee who is on probationary status shall accrue EIB, but it cannot be utilized, or be paid in any manner during probation, or in the event of termination during an employee's probationary period.
- B. An employee who transfers into a full time or part time status shall begin accruing EIB on the date of transfer.
- C. Employees must have completed their first ninety (90) days of employment in order to use EIB.
- D. EIB may be taken for scheduled or regularly scheduled hours which are missed due to non-work related personal illness/injury.
- E. EIB time may be used starting with the twenty-fifth (25th) consecutive scheduled hour missed, or the third (3rd) scheduled workday missed regardless of hours. EIB access will be provided if the staff member is hospitalized either in-patient or for short-stay surgery when surgery time and the recovery period equals at least twenty-four (24) scheduled hours.
- F. If hospitalized or required to undergo ambulatory surgery while on scheduled PTO time an employee may convert to use of their EIB benefit immediately.
- G. EIB is also a coordinated benefit with our disability program.

- H. A nurse receiving workers' compensation temporary disability payments due to an industrial injury, at his/her election, may utilize unused PTO or EIB benefits, if eligible, to pay the difference between such temporary disability benefits up to the nurse's normal status pay.

Section 2. Cash Out of EIB

- A. Employees hired prior to the first full payroll period in January 2011 who have continually worked for the medical facility for a minimum of ten (10) years and leave in good standing are eligible to receive full cash out of their EIB hours.
- B. The following scale for cash out of EIB will apply for all employees hired during or after the first full payroll period in January 2011.

10 to 15 years of service	20% cash out
15 to 20 years of service	30% cash out
20 plus years of service	40% cash out

If a regular status employee is discharged for serious misconduct, s/he will not receive a cash payment of any accrued EIB.

Section 3. Conversion of EIB

- A. Employees hired prior to the first full pay period in January 2011 will have their accrued EIB hours in excess of six hundred forty (640) hours converted to PTO hours at the rate of one (1) PTO hour for one (1) EIB hour.
- B. Employees hired during or after the first full payroll period in January 2011 who accrue EIB in excess of six hundred forty (640) hours will automatically have the excess hours converted to PTO time at the rate of one (1) PTO hour for each three (3) EIB hours.

Section 4. Ill Minor Children and Use of EIB

Nurses may utilize EIB for illnesses/injuries to minor dependents/children/minor foster children, or spouses or parents who require their immediate care and attention, or for serious health conditions as defined in state and federal law.

ARTICLE 23. HOLIDAYS

Although holidays are now part of the PTO/EIB Program (Articles 21 and 22), they are still recognized for the following purposes.

Section 1. Recognized Holidays

A "Holiday Shift" shall be defined as a shift in which the majority of hours worked falls on the actual holiday. The following days shall be recognized as holidays and shall be applicable to the twenty-four (24) hour period (0600 to 0600) commencing 12:00 a.m. on the calendar holiday:

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

Section 2. Working on a Recognized Holiday

Any nurse who works on a recognized holiday shall be paid one and one-half (1-1/2) times her/his base rate, plus differentials, as specified above for all such holiday hours worked.

Section 3. Working Overtime on a Recognized Holiday

- A. A nurse who works in excess of her/his scheduled shift of twelve (12) hours or greater on a holiday, shall be paid two (2) times her/his base rate, plus differentials, for all hours worked in excess of her/his scheduled shift.
- B. No nurse will be required to work beyond twelve (12) hours on a holiday, unless doing so by mutual agreement.

Section 4. Scheduling Holidays Off

- A. The Hospital will endeavor to schedule each eligible nurse off on one (1) of the following holidays each year:

Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day or Hanukkah.

- B. The Hospital shall ~~use its best efforts to~~ equitably rotate holiday time off among all nurses in each nursing unit, provided that an individual RN may volunteer to work the holiday. **TA 11/17/17**
- C. The Hospital shall ~~use its best efforts to~~ schedule nurses for no more than one (1) shift during the two (2) day Christmas period of December 24 and December 25, provided that an RN may volunteer to work both days. **TA 11/16/17**

ARTICLE 24. LEAVES OF ABSENCE

Section 1. Requests for Leaves

Requests for leaves, as specified in this Article, shall be made in writing and the Hospital shall approve same in writing. It being recognized that such requests shall be approved on a first come, first approved basis, staffing requirements permitting. Requests must be made at least two (2) weeks prior to the date desired to commence such leave, except in the case of an emergency approved by the Hospital.

A nurse should communicate with Human Resources with respect to all leave issues, and not rely exclusively on the summary of leave rights in this contract.

A. Family and Medical Leave Act of 1993

The Hospital will comply with applicable state and federal leave laws. Sick leave benefits must be used by a nurse for Family or medical leave in accordance with applicable Oregon and/or Federal Statutes/Law. The Hospital will make insurance premium payments in accordance with the provisions of law.

B. Unpaid Personal Leave

1. After the completion of one (1) year of employment, a nurse shall be eligible for such a leave.
 - a. This requirement may be waived, in the event of emergency circumstances, upon the showing of justifiable reasons to the Hospital.
2. Staffing requirements permitting, such leave may be granted for up to one (1) month.

C. Medical Leave/Workers' Compensation

To commence such leave, the nurse shall file the appropriate accident forms with the Nursing Manager, and/or supervisor, or in the absence of such person, with the nursing office within twenty-four (24) hours of the accident, if possible.

1. Thereafter, such nurse shall be granted a leave until such time as the nurse is capable of returning and assuming her full position responsibilities or has been declared stationary and unable to return as certified by the attending physician and/or one so designated by the Hospital.
 - a. In no event shall a leave exceed nine (9) months in duration.

2. During the first three (3) months of such leave, the Hospital will continue, based upon the nurse's status, to make its monthly contribution towards the purchase of medical and dental insurance plan(s).
 - a. Thereafter, a nurse may continue to participate under the medical and dental insurance in accordance with applicable law.
 - b. At the expiration of any rights permitted by law, the nurse may obtain a personal policy in accordance with terms and conditions specified by the Hospital's carrier.
3. Upon return from such leave, a nurse's seniority hours shall be reinstated.
 - a. If the nurse fails to return within nine (9) months of commencing such leave, her/his employment will be terminated.

D. Medical Leaves

1. The Hospital will provide eligible employees with a leave of absence for the employee's own serious medical condition, or to care for a spouse, child, parent, or parent-in-law with a serious medical condition, or for the birth, adoption, or foster care placement of a child.
2. Leaves of absence for nurses in such situations will be granted according to Hospital policy and applicable law. Different types of leaves may be consecutive. Please check with Human Resources for information about all leave of absence details.
3. The use of paid time by a nurse may not be utilized to extend the leave maximums specified above.
4. While the nurse is receiving paid time on a leave of absence, the Hospital shall continue to make its contribution toward the medical and dental insurance.
5. When returning from such a leave, a nurse will be returned to her/his original position as per Hospital policy, and will be permitted to change status down by up to two-tenths (.2), provided the other nurses on the shift can assume the additional hours.
6. A nurse on leave of absence must use all available sick leave, unused holidays, or available vacation before commencing unpaid leave. (Exception: If the use of vacation or unused holidays for leaves of absence under this Section would require the nurse to cancel a pre-scheduled vacation, the Hospital may allow the nurse not to use up the paid time on the leave itself.)

F. Military Leave

Nurses who have left or may hereafter leave the Hospital to enter directly into the military forces shall be eligible for reemployment in accordance with the terms of the applicable Federal Statutes and regulations.

Section 2. Other Employment

While on a leave of absence, a nurse shall not engage in employment for another employer except as approved by the Hospital.

A. Nurses on an educational leave may engage in other employment or continue to work for the Hospital.

1. The term "other employment" shall not include local area competitors of the Hospital.

Section 3. Return Notice

It shall be the responsibility of the affected nurse to advise the Hospital, in writing, at least two (2) weeks prior to the posting of the work schedule, of the anticipated return date. Forms to accomplish this will be given to the nurse upon commencement of the leave.

A. If the nurse complies with this requirement, the Hospital will then be obligated to return the affected nurse to her/his normal work schedule.

B. If the nurse elects to change her status as provided in Section 1.E.3., this information must also be included in the notification of return.

C. Any nurse failing to comply with this provision shall then be offered work as changes in the schedule occur.

Section 4. Return Rights

A nurse shall be entitled to resume the position, hours, and shift formerly held if s/he returns to work within one (1) month for a personal leave, three (3) months for a medical leave (non-industrial), three (3) months for maternity leave, or nine (9) months for industrial injury leave.

A. Nurses on workers compensation leave for the next nine (9) months will be returned to their prior position, and thereafter given preference over all other applicants for any position for which they are otherwise qualified, including their former position, if vacant. (A worker's compensation leave commenced prior to 1/1/98 shall be governed by the provisions of the 1996 -1997 contract.)

- B. Only nurses taking a medical and maternity leave in conjunction with one another shall be eligible to exercise their seniority for bidding purposes, for one and one-half (1-1/2) months following the expiration of the specified three (3) month maximum on any vacant posted position for which the nurse is qualified.
- C. If a nurse determines s/he will be unable to return within the specified leave maximums, s/he may request to be placed in a supplemental status.
- D. Any nurse returning from a leave after the maximums specified above, shall be given reemployment consideration along with all other in-house applicants for the first available position for which s/he is qualified.

Section 5. Failure to Return

If a nurse fails to comply with any of the provisions or requirements set forth in this Article, or fails to return to work on the next day following the termination of a leave of absence, s/he may be subject to disciplinary action up to and including discharge.

Section 6. Accruals

- A. Time spent in paid time off status will continue all appropriate accruals.
- B. Time spent in unpaid leave of absence status will not be counted for the purposes of computing tenure increases, vacation pay, sick leave, holiday pay or other accrual benefits.

Section 7. Use of Paid Accruals & Group Insurance Continuation

Nurses taking leaves as provided for in Section 1.D. and E., must use accrued sick leave at their status from the time the leave begins each pay period until such accruals are exhausted.

- A. The use of accrued vacation/holiday pay is the nurse's choice, but if the nurse requests to use such pay, it must be utilized at their status each pay period following exhaustion of accrued sick leave.
- B. Nurses taking leaves as provided for in Section 1.D. and E., who desire to remain covered under the Hospital medical and dental insurance plans may continue paying only their portion of the monthly premiums if they have enough paid time to deduct their portion of the monthly premium divided between the two (2) pay periods in the affected month.
- C. Nurses not having enough paid time to deduct their premium portion may continue their insurance by paying the full monthly premiums until they return to work.

Section 8. Jury Duty

- A. At the end of the probationary period, a nurse with a status of five-tenths (.5) or greater who is summoned to and reports for jury duty, shall receive her/his base rate of pay, excluding shift differential, for actual jury service hours up to the nurse's weekly status hours.
1. Such pay shall only be applicable up to the first thirty (30) days of jury service per calendar year.
 2. A night shift employee shall not be required to work a full shift immediately before the first day of expected jury service.
 - a. The nurse may be scheduled to work up to 2200 in this situation.
- B. Eligibility for such compensation shall occur when the nurse notifies the Hospital not less than five (5) working days prior to the first date of absence for jury duty.
1. The nurse will present a written statement from the appropriate court official showing the date, time, and hours served.
 - a. In cases where there is a combination of work and jury service hours paid, jury duty time shall not count as hours worked in determining eligibility for overtime.
- C. In the event a nurse is excused from jury duty after less than six (6) hours service, s/he shall be obligated to call into work to determine if s/he is needed to report to work. The Nursing Manager and effected nurse shall mutually agree upon the hours to be worked, if any, and alternatively the nurse may be placed on standby or MRO.
- D. A nurse may use PTO hours to supplement jury service pay up to status hours. The nurse and his/her manager may also attempt to schedule make up hours at straight time pay, at the nurse's request, up to the nurse's status hours minus paid jury service hours. This make up work may be direct regular core unit work, or indirect work such as special projects, skills practice, orienting to new units, or other work as determined by the Nurse Manager.

Section 9. Court Witness

Nurses who are subpoenaed or requested to appear as a witness, or to submit a deposition in a job related court case, where the nurse is not a party adversary, will receive compensation for any scheduled hours missed or additional hours worked as a result of such activity in accordance with this Agreement.

- A. A night shift nurse shall not be required to work a shift immediately before an expected court appearance or deposition, as defined above, nor will s/he suffer a reduction in pay as a result.

Section 10. Bereavement Leave

A full or part-time non-probationary nurse who has a death in her/his immediate family will be granted bereavement leave for up to twenty-four (24) hours of scheduled work (up to forty (40) hours if one way travel four hundred (400) miles or greater is required to attend the funeral). Family includes current spouse/spousal equivalent, children, siblings, parents, current parents-in-law, grandparents, or grandchildren.

- A. Nothing contained herein shall prevent a nurse, with the approval of the Hospital, from taking additional time off without pay beyond the twenty-four (24) hours as specified above.
- B. Bereavement leave will not be paid for absences from work on a day outside of a nurse's regularly scheduled workday, or for vacations or holidays.
 - 1. Bereavement leave must be taken within six (6) months of the death, unless otherwise arranged with the department manager.
- C. Time paid for bereavement leave will not count as time worked for the purpose of computing overtime.
- D. The Hospital reserves the right to require proof of death and bona fide evidence that the deceased was within the definition of the "immediate family" as specified above before payment will be made.

ARTICLE 25. GROUP INSURANCE BENEFITS, PENSION, AND HIV / HEPATITIS FUND

Section 1. Guarantee of Benefit Levels

The Hospital, for the term of this Agreement, shall offer to bargaining unit nurses the same health and vision, dental, life, LTD insurance and pension plans as offered to other hourly paid Hospital employees. In addition, for the term of this Agreement, the Hospital shall offer to bargaining unit nurses the same health and vision, and dental programs offered to all other hourly or salaried Hospital employees (with coverage or premium distinctions made only on the basis of category of coverage, such as single versus family, and participation in wellness programs), Life insurance benefits shall be \$50,000.

- A. The Employee premiums for current medical, dental, and vision insurance are specified in Appendix "B."

1. Payments for insurance premiums will be deducted from payroll two (2) times per month.
- B. The Association recognizes that it shall be the Hospital's right to change carriers, provided that the benefit levels and the conditions for qualifications are substantially equivalent.
- C. In the event of a group insurance premium increase, the Hospital/employee ratio of premium contribution shall remain the same.
- D. The Hospital shall not be obligated to involve itself, in any way, in any disputes over claims for benefits made by the nurses under the above insurance plans. This matter shall be resolved between the nurse and the insurance administrator, and no matter relating to this Section shall be subject to the Grievance or Arbitration Procedure provided for in this Agreement.
 1. The Hospital shall take such steps as necessary to insure the payment of benefits as outlined in the summary plan descriptions as provided by the insurance administrator or carriers.

Section 2. Eligibility

Nurses shall be eligible, provided they have a status of five-tenths (.5) or greater, to participate in the group medical, vision, dental, and life insurance programs. Such nurses shall be eligible to participate in all programs on the first of the month following the date of employment.

Section 3. Pension Contributions

Pension contributions made by the Hospital shall be credited annually to the registered nurse.

Section 4. TSA Plan

Nurses shall be permitted to participate in the Hospital's current tax sheltered annuity program.

Section 5. HIV / Hepatitis Fund

The Hospital and the Association agree to maintain an HIV/Hepatitis Fund. The Hospital shall contribute a matching amount based on the contributions of the nurse, up to an amount not to exceed \$4,800 per year. A form for employee contributions to such Fund is attached to this Agreement.

- A. The Hospital shall administer such funds for the purposes of paying COBRA health insurance for nurses that have been positively identified as contracting the HIV virus or hepatitis while employed at Sky Lakes Medical Center.
 - 1. The Hospital will provide to the Association a semi-annual report on the status of the fund.
- B. Registered Nurse payroll deducted contributions to said fund must be designated for a period of six (6) months. Nurse payroll contributions shall be non-refundable.
- C. Claims against the fund may be made only while the nurse is employed at Sky Lakes Medical Center.

Section 6. Flexible Spending Account

A Flexible Spending Account option for status nurses shall continue absent IRS changes or house-wide elimination of the program.

Section 7. Short Term Disability Plan

The Hospital will select and offer to nurses a short term disability plan. Such plan premiums will be 100% employee paid.

Section 8. Contract Reopener – Health Insurance Legislation

In the event of federal or state health insurance legislation which is scheduled to be implemented during the contract term, either party shall have the right to reopen the contract for renegotiation on sixty (60) days advance notice. It is the parties' intent to resolve such issues through pre-reopener negotiations, if possible.

ARTICLE 26. NO STRIKE/NO LOCKOUT

Neither the Association nor any of its agents nor any of its members will collectively, concertedly, or in any manner whatsoever engage in, incite, or participate in any picketing, strike, sit-down, stay-in, slow-down, work stoppage or sympathy strike during the term of this Agreement; and the Hospital agrees that during the term of this Agreement, it shall not lock out any of the nurses covered by this Agreement. It is further understood that the duly authorized representatives of the Association shall use their best efforts on behalf of the Association to actively encourage the nurses engaging in a violation of this Section to cease such conduct.

ARTICLE 27. SEVERABILITY

In the event that any portion of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulation or decree, such decision shall not invalidate the entire Agreement; it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 28. WAIVER

It is agreed that during the negotiations leading to the execution of this Agreement, the parties have had full opportunity to submit all items appropriate to collective bargaining; that the parties expressly waive the right to submit any additional item for negotiations during the term of this Agreement, whether or not such item is referred to or covered in this Agreement, or whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement, and that this Agreement incorporates their full and complete understanding, superseding and invalidating all previous commitments of any kind, oral or written, past practices, existing conditions, and all prior employee and Association rights and benefits not specifically incorporated herein. The specific provisions of this Agreement are the sole source of any rights which the Association or any member of the bargaining unit may charge the Hospital has violated in raising a grievance.

ARTICLE 29. DURATION AND TERMINATION

Section 1

This Agreement and all of its provisions shall become effective upon execution and remain in full force and effect until December 31, ~~2017~~2020, and annually thereafter unless either party hereto serves notice on the other to amend or terminate the Agreement as provided herein. **TA 11/16/17**

Section 2

If either party hereto desires to modify or amend any of the provisions of this Agreement, it shall give written notice to the other party not less than ninety (90) days prior to December 31, ~~2017~~2020 or any December 31st thereafter that this Agreement is in effect. **TA 11/16/17**

Section 3

If either party hereto desires to terminate this Agreement, it shall give written notice to the other party not less than ninety (90) days in advance of December 31, ~~2017~~2020 or any December 31st thereafter that this Agreement is in effect. **TA 11/16/17**

Section 4

The parties shall endeavor to start contract renewal negotiations in October –
November ~~2017~~2020. **TA 11/16/17**

The parties, by their duly authorized representatives, have executed and delivered this
Agreement this _____ day of _____, ~~2014~~2018.

FOR THE HOSPITAL:
SKY LAKES MEDICAL CENTER

FOR OREGON NURSES ASSOCIATION:
SLMC BARGAINING UNIT

APPENDIX A: WAGE SCALE

Note: Each wage increase is effective with the first day of full pay period of the months identified below.

The parties agree to the following across-the-board wage increases for the contract term:

January 1, 2015: 2%	<u>January 2018: 2% increase all steps</u>
July 1, 2015: 1%	<u>July 2018: 1% increase all steps</u>
January 1, 2016: 2%	<u>January 2019: 2% increase all steps</u>
July 1, 2016: 1%	<u>July 2019: 1% increase all steps</u>
January 1, 2017: 2%	<u>January 2020: 2% increase all steps</u>
	<u>July 2020: 1.25% increase all steps</u>

RN 1 category will be eliminated. New graduate RNs will start at Step 1.

STEP	2017	JANUARY 2018	JULY 2018	JANUARY 2019	JULY 2019	JANUARY 2020	JULY 2020
RN 1	\$33.85						
1	\$35.06						
2	\$35.86						
3	\$37.01						
4	\$38.39						
5	\$39.92						
6	\$41.84						
7	\$43,43						
8	\$45.09						
9	\$45.97						
10	\$46.97						
11	\$48.45						
12	\$49.98						
<u>13</u>	<u>\$51.61</u>						

~~Step 12 will be 3.26% above the Step 11 rate.~~

TA TO ENTIRE PAGE 11/17/17

**APPENDIX B:
SKY LAKES MEDICAL CENTER
MEDICAL, DENTAL, AND VISION RATES
Effective 01/01/158**

TA ENTIRE PAGE 11/17/17

Plan	Employee Monthly Contribution with Wellness Incentive	Employee Semi-Monthly Contribution with Wellness Incentive	Employee Monthly Contribution without Wellness Incentive	Employee Semi-Monthly Contribution without Wellness Incentive
High Deductible – Full Time				
Employee Only	12.50	6.25	52.50	26.25
Employee + Spouse*	42.50	21.25	122.50	61.25
Employee + Child(ren)	37.50	18.75	77.50	38.75
Employee + Family*	55.00	27.50	135.00	67.50

*Wellness incentive includes Employee + Spouse

High Deductible – Part Time				
Employee Only	12.50	6.25	52.50	26.25
Employee + Spouse*	77.50	38.75	157.50	78.75
Employee + Child(ren)	60.00	30.00	100.00	50.00
Employee + Family*	125.00	62.50	205.00	102.50

*Wellness incentive includes Employee + Spouse

PPO – Full Time				
Employee Only	113.00	56.50	153.00	76.50
Employee + Spouse*	421.00	210.50	501.00	250.50
Employee + Child(ren)	389.00	194.50	429.00	214.50
Employee + Family*	565.00	282.50	645.00	322.50

*Wellness incentive includes Employee + Spouse

PPO – Part Time				
Employee Only	113.00	56.50	153.00	76.50
Employee + Spouse*	1,036.00	518.00	1,116.00	558.00
Employee + Child(ren)	860.00	430.00	900.00	450.00
Employee + Family*	1,757.00	878.50	1,837.00	918.50

*Wellness incentive includes Employee + Spouse

***Wellness Incentive (Applies to Medical Premium Only)**

Employee Only	Save \$20.00
Employee + Spouse	Save \$40.00 for participants, or \$20.00 if only one person participates
Employee + Child(ren)	Save \$20.00
Employee + Family	Save \$40.00 for participants, or \$20.00 if only one person participates

TA ENTIRE PAGE 11/17/17

Plan	Employee Monthly Contribution	Employee Semi-Monthly Contribution
Dental – Full Time		
Employee	9.00	4.50
Employee + Spouse	21.00	10.50
Employee + Child(ren)	29.00	14.50
Employee + Family	41.00	20.50

Dental – Part Time		
Employee	9.00	4.50
Employee + Spouse	46.00	23.00
Employee + Child(ren)	66.00	33.00
Employee + Family	105.00	52.50

Vision – Full and Part Time		
Employee	3.00	1.50
Employee + Spouse	5.00	2.50
Employee + Child(ren)	5.00	2.50
Employee + Family	7.00	3.50

**APPENDIX C
HIV FUND PAYROLL DEDUCTION FORM**



MEDICAL CENTER

LIFE : HEALING : PEACE™

2865 Daggett Avenue
Klamath Falls, OR 97601
Ph 541 882 6311

Paul R. Stewart
President & CEO

skylakes.org

**HIV / HEPATITIS FUND
Request for Payroll Deduction**

I hereby authorize Sky Lakes Medical Center to deduct \$ _____ each pay period (for a minimum of 6 months) to start with pay period beginning _____ to contribute to the Sky Lakes Medical Center general HIV/Hepatitis Pool.

I understand that these non-refundable HIV/Hepatitis Fund deductions will be placed in a general HIV/Hepatitis Pool that can be used only for Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) medical insurance continuation, for any employee that is positively identified as contracting HIV or Hepatitis while employed at Sky Lakes Medical Center. I understand that claims against this HIV/Hepatitis Fund can only be made while I am an employee of Sky Lakes Medical Center.

Employee Signature

Date

APPENDIX D

Date: 11/21/97

To: All managers and supervisors

From: Alan Caldwell, Director of Human Resources

Subject: .9 benefits for 12 hour shifts and .9 night shift employees

MWMC has increased the following benefits for .9 employees who work 12 hour shifts or work .9 on the night shift. These changes are for all employees, including nurses.

Effective date: Dec. 7, 1997

~~Vacation: _____ Accrued on paid hours~~

~~Sick: _____ Accrued on paid hours~~

~~Holiday: _____ 8 hours~~

TA 11/17/17

Long Term Disability: Presently, an employee must have 2 years unbroken status at full time to be eligible for LTD.

All full time employees moving to .9 will see no change in the start date of LTD.

Employees who have been .9 will start the 2 year eligibility as soon as their paperwork has been changed in Human Resources.

Insurance premiums: Same rates as full time employees.

Human Resources will need a PA signed for each employee who is .9 and should receive these benefits. You as the manager or supervisor will need to come in and initiate the changes, until the paperwork is signed there will be no changes. The .9 full-time benefits are only for 12 hour shift employees or .9 night shift employees. In order for these changes to be in effect you will need to get the PA's in by Dec. 7. Please share the changes with your employees, if these changes affect your department.

APPENDIX E

SPECIALTY CERTIFICATIONS

Specialty Certification	Title	Recognized National Certification Bodies
Critical Care Nurse	CCRN	American Association of Critical Care Nurses ("AACN") Certification Corporation
Progressive Care Nurse	PCCN	AACN
Emergency Nurse	CEN	Board of Certification for Emergency Nursing
Forensic Nurse	SANE (SANE-A)	Forensic Nursing Certification Board
Infusion Nurse	CRNI	Infusion Nurses Certification Corporation
Diabetes Educator	CDE	National Certification Board for Diabetes Educators
Operative Room Nurse	CNOR	Association of Perioperative Registered Nurses ("AORN")
Post Anesthesia Nurse	CPAN	American Board of Perianesthesia Nursing
Ambulatory Perianesthesia Nurse	CAPA	American Board of Perianesthesia Nursing
Oncology Nurse	OCN	Oncology Nursing Certification Corporation
Wound Care Nurse	CWOCN	Wound, Ostomy, and Continence Nursing Certification Board
Home Health Nurse	RN,C	American Nurses Credentialing Center ("ANCC") or American Board of Nursing Specialties
Gerontological Nurse	RN,C	ANCC or American Board of Nursing Specialties
Medical-Surgical Nurse	CMSRN or RN,C	ANCC or Medical-Surgical Nursing Certification Board
Orthopaedic Nurse	ONC	ANCC or Orthopaedic Nurses Certification Board
Cardiac/Vascular Nurse	RN, BC	ANCC or American Board of Nursing Specialties
Pediatric Nurse	CPN or RN,C	ANCC or Pediatric Nursing Certification Board
Childbirth Educator	CCE	Lamaze International
Lactation Consultant	IBCLE	International Board of Lactation Consultant Examiners
Inpatient Obstetric Nurse	RN,C	National Certification Corporation ("NCC")
Low Risk Neonatal Nurse	RN,C	NCC
Maternal Newborn Nurse	RN,C	NCC
Electronic Fetal Monitoring	FMC	NCC or Fetal Monitoring Certification Course

This list is to be used as a guide. If appropriate documentation is provided, this list may be expanded with mutual agreement of the Hospital and the Association.

APPENDIX F MRO / MRS EQUITABLE ROTATION

Section 1. MRO/MRS Equitable Rotation Principles

- A. MRO equalization will be by hours, not days. The hours worked part of the formula that count are:
 - 1. straight-time scheduled hours, and
 - 2. call back from standby.
- B. Mathematical precision in equalizing MRO's for any period (pay periods, calendar month, half year, etc.) is impossible. This system is a good faith effort to even out MRO's over the long-term, not a guarantee of absolute MRO equality over any specific timeframe.
- C. Bargaining unit nurses, not nurse managers, will administer the system, keep the "tracking records," etc. However, this is in addition to all normally assigned duties and responsibilities. The tracking system in each unit should not occupy an excessive amount of nursing "on the clock" time.
- D. Disputes about calculations, how tracking should work, etc., are decided among nurses on the unit, not through the grievance procedure. Unit democracy "rules" in this area.
- E. Management retains the right to decide staffing and the need for MRO (or not). The equalization protocol only decides who goes on MRO next. Management can veto the MRO of any nurse the system "selects" on a particular day in light of skill mix needed (example: if a very experienced or special skill nurse would be MRO'd under the system, leaving only lesser skilled or experienced nurses on duty, the nurse manager can veto that nurse's MRO "turn," and someone else will be MRO'd).
- F. If the MRO equalization system isn't working on a unit, and can't be fixed (i.e., is causing disharmony, poor morale, and negative interpersonal nurses relations) the Hospital can suspend it, and go back to the current assigned MRO system. Hospital also has the right to limit the time nurses spend on implementing or tinkering with the system.
- G. There will not be a claim for back pay if a mistake is made under the system.
- H. Call back from MRS equals hours worked.
- I. The intent of this program is to achieve rough equalization of MRO hours, whether or not those hours are designated MRS hours by the Hospital.

1. This is not a standby pay, standby time, on-call or MRS equalization program.

Section 2. MRO/MRS EQUITABLE ROTATION GUIDELINES

- A. MRO/MRS assignment will be determined using the hours of MRO/MRS time divided by hours a nurse is regularly scheduled. This results in the percent (%) of MRO/MRS time a nurse has accrued for a specific day or time period. The calculations will be done each time a nurse is placed on MRO/MRS during each schedule period.
- B. The following shall not be factored into the formula:
 1. Volunteering or agreeing to work extra hours/shifts beyond the nurse's status, even though the nurse may be on the schedule for these extra hours.
 2. Being called off or placed on MRS for hours a nurse is scheduled extra, over and above her/his regular status/schedule.
 3. Volunteering/requesting to leave work early four (4) hours or less when patient census allows, does not constitute mandated MRO/MRS time, and shall not be factored into the formula. This is a considered a personal request/choice.
 4. Scheduled time off such as vacation, holidays, education days, LOA.
 5. Unscheduled time off (illness, family emergency, bereavement leave, etc.).
 6. Personal requests for a block of time off during a shift (i.e., for a medical or dental appointment, to attend a dependent's school activity, etc.).
- C. When a situation occurs where percentages are tied:
 1. The nurses involved, may be given the option to split the hours/shift, one of them volunteer to take the MRO/MRS time off, etc.

D. Preceptors.

A nurse who is precepting another nurse shall be exempt from MRO/MRS only once in a payroll period. Precepting an OIT/OHSU Nursing Student does not count in this situation.

E. Flex Team.

Flex Team nurses will not be placed on MRO/MRS status if they can be floated to other nursing units in the Hospital, but such float to other nursing units shall not cause a core unit nurse to be put on MRO/MRS, unless the core nurse requests an MRO.

Section 3. The MRO/MRS Equitable Rotation System

A. This System will be evaluated annually for effectiveness and satisfaction of nursing staff, with revisions made as necessary for equitable rotation of MRO/MRS hours among nursing staff.

1. Each unit will keep a logbook for tracking MRO/MRS hours.
2. The Hospital or charge nurse in coordination with a supervisor, shall notify a nurse s/he is being placed MRO/MRS.
 - a. The Hospital may assign a nurse to be on standby and/or accept a nurse's request for standby versus placing a nurse MRO.
 - b. The Hospital may offer a nurse an opportunity to orient to a different unit or to act as a House Float (this nurse would be available to relieve nursing staff for breaks/lunch), rather than the nurse being placed MRO/MRS, if s/he would rather work.
 - i. If a unit is closed, a nurse from that unit may be placed on standby.
 - c. If a nurse is MRO'd s/he has no obligation to be available to work for her/his scheduled shift that day, although nothing herein prohibits the nurse from working if later requested to do so by the Hospital that same day.
 - d. At the time a nurse is placed on MRO/MRS, the nurse shall be placed on MRO/MRS hours for the nurse's entire remaining scheduled shift, unless the nurse agrees to a different arrangement with the Hospital. When a nurse is placed on MRS prior to the shift start time, that status will not be rescinded.