

**PEACEHEALTH**

**And**

**OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS**

**MEMORANDUM OF UNDERSTANDING: TIMEKEEPING**

**PURPOSE:** This Memorandum of Understanding (“MOU”) is by and between the Oregon Federation of Nurses and Healthcare Professionals (“OFNHP” or “Union”) and PeaceHealth (“PeaceHealth” or “Employer”) (together, “Parties”). It documents the agreement reached between OFNHP and PeaceHealth concerning timekeeping practices at the Employer’s St. John, Southwest, and Sacred Heart facilities. Without waiving their right to bargain over any other subjects, the parties have agreed as follows:

- 1) **Duty to Bargain:** PeaceHealth recognizes its duty to bargain (both in prior and future states) with the Union prior to any changes to OFNHP bargaining unit members’ wages, hours, and working conditions, including changes to timekeeping practices and calculation of overtime wages and rates.
- 2) **Timekeeping Changes:** On March 12, 2023, PeaceHealth unilaterally implemented changes to timekeeping practices by moving from a “15-minute rounding” system to a “pay for every minute worked” system.
- 3) **Discipline:** Employees shall not be subject to discipline as a result of their clocking in early or clocking out late that were reasonable in light of work unit expectations, including donning and doffing, accepting report from another employee, or completion of patient care tasks. Employees shall not be subject to discipline for failing to document timekeeping exceptions when they have clocked in for their shift within a reasonable time period to begin their shift at the scheduled time or clocked out within a reasonable time period after their scheduled end time, based on work unit expectations. Reasonable time periods for clock-in or clock-out shall be determined based on patient care & operational need. Any such discipline issued from March 12, 2023, to the effective date of this agreement shall not be admissible as evidence at arbitration between the parties and may not be relied upon for the purposes of progressive discipline proceedings.
- 4) **Use of Leave:** Upon the effective date of this MOU and in recognition of its duty to bargain with the Union, PeaceHealth shall not require any use of PTO or other accrued leave to cover time during any scheduled shift when an employee works their full FTE. At the end of a pay period, if an employee is below their budgeted hours by *less than 30 minutes* due to PeaceHealth’s to-the-minute time recording, an employee may choose to use incremental paid or unpaid PTO fill to bring them up to their budgeted hours.

Within 30 days of the effective date of this MOU, for the time period beginning March 12, 2023, PeaceHealth will notify employees who used incremental PTO to cover late clock-ins and early clock-outs where an employee worked to within 30 minutes of their full FTE in a pay period and provide OFNHP with a list of those employees. If an employee does not receive notification and believes they should have, they may contact the HR Service Center and submit a case for review and consideration.

Within 30 days of sending this information, the Employer will, upon request of the employee, correct via the payroll correction process. The requesting employee understands this will result in a repayment of PTO hours.

- 5) **Grievances Resolved:** Upon the effective date of this MOU, OFNHP considers the following grievances resolved: SWTech0093, SWSM0205, PHLP0024, PHS0069. This resolution is one-time and does not set any precedent or practice. Grievances are included in Appendix A of this MOU.
- 6) **Effective Date:** This MOU becomes effective upon execution by the Parties. All terms within shall be applied retroactive to March 12, 2023, or the original date the above-mentioned changes were initially implemented by the Employer, whichever is earlier.

For PeaceHealth:

For OFNHP

By: Muhammad Ammatat  
Its: Senior Director HR  
SR HR Dir  
Date: 4/18/24  
4/19/2024

By: [Signature]  
Its: Internal Organizer  
Date: April 18, 2024

**APPENDIX A**



**Grievance Form**

To be filed in person or by mail to the following:  
**AND to Central Administration@ofnhp.org**  
**OR FAX 503.557.7456**  
 OR 204 639 7704 with the following:

Grievant(s): All Affected Members	Date: 02/7/2023	Bargaining Unit: SW Tech
Individual Grievance Filing at Step 1 <input type="checkbox"/>	Employee Name: [ ]	PeaceHealth ID: St. Charles [ ]
Case Action at Termination Filing at Step 2 <input type="checkbox"/>	Dept: AB	Worksite: All
Steward(s) Name: Tab Jackson	Manager/Supervisor Name: Miriam Swartz	
Steward Email: Jacksonsg@ofnhp.org	Manager/Supervisor Email: MSwartz@peacehealth.org	
Steward Phone: 503-953-2033	Manager/Supervisor Phone: 360-514-2494	

**Give a brief description of the grievance (date, time, shift, parties, incident, etc.):**  
 On or about March 12, 2023, the employer unilaterally implemented and refused to change its changes to the MyTime rounding practices for bargaining unit members.

**Contract Violations, include Article(s) and Section(s):**  
 11.1 Recognition and Bargaining Unit Description  
 12.2.3 Overtime rate  
 PeaceHealth Time Recording Policy  
 and any and all other articles, policies and procedures or laws that may apply

**Remedy:**  
 Cease and desist all changes to MyTime rounding until an agreement is reached with OFNHP through good faith negotiations. Make all affected members whole.  
 and any and all other remedies to make grievant and contract whole

Grievant Signature _____	Date _____	Grievance Number SWTech093
Steward Signature _____	Date _____	



### Grievance Form

For this grievance, please mail it to the employee  
 AND to ContractAdministration@ofnhp.org  
 OR FAX 503.657.7456  
 Call 503.657.2974 with any questions.

Grievant(s): All Affected Members	Date: 3/28/2023	Bargaining Unit: SW Service
Individual Grievance Filing at Step 1 <input type="checkbox"/>	Employer: Kaiser <input type="checkbox"/> PeaceHealth <input checked="" type="checkbox"/> St. Charles <input type="checkbox"/>	
Class Action or Termination Filing at Step 2 <input checked="" type="checkbox"/>	Dept: All	Website: All
Steward(s) Name: Ian Jackson	Manager/Supervisor Name: Minam Swainout	
Steward Email: IJackson@ofnhp.org	Manager/Supervisor Email: mswainout@peacehealth.org	
Steward Phone: 503-953-2033	Manager/Supervisor Phone: 360-514-2494	

Give a brief description of the grievance (date, time, shift, parties, incident, etc.):

On or about March 12, 2023, the employer unilaterally implemented, and refused to bargain, changes to the MyTime rounding practices for bargaining unit members.

Contract Violations (include Article(s) and Section(s)):

1.1 Recognition and Bargaining Unit Description  
 10.2.3 Overtime Rate  
 PeaceHealth Time Recording Policy

and any and all other articles, policies and procedures or laws that may apply.

Remedy:

Cease and desist all changes to MyTime rounding until an agreement is reached with OFNHP through good faith negotiations. Make all affected members whole.

and any and all other remedies to make grievant and contract whole.

Grievant Signature _____	Date _____	Grievance Number 5W5RA0205
Steward Signature _____	Date _____	



**Grievance Form**

To file a grievance, please email it to the mediator  
**AND** to Contract Administration: [pe@phs.org](mailto:pe@phs.org)  
**OR FAX 503.657.7456**  
 Call 503.657.9977 with any questions.

Grievant(s): All Affected Members
Individual Grievance Filing at Step 1 <input type="checkbox"/>
Class Action or Termination Filing at Step 2 <input type="checkbox"/>

Date: 3/28/2023	Bargaining Unit: St. John Lab
Employer: Kaiser <input type="checkbox"/> PeaceHealth <input checked="" type="checkbox"/> St. Charles <input type="checkbox"/>	
Dept: All	Worksite: All

Steward(s) Name: Ian Jackson
Steward Email: <a href="mailto:IJackson@OFNHP.org">IJackson@OFNHP.org</a>
Steward Phone: 503-952-2033

Manager/Supervisor Name: Miriam Swartout
Manager/Supervisor Email: <a href="mailto:MSwartout@peacehealth.org">MSwartout@peacehealth.org</a>
Manager/Supervisor Phone: 360-514-2494

Give a brief description of the grievance (date, time, shift, parties, incident, etc.):  
 On or about March 12, 2023, the employer unilaterally implemented, and refused to bargain, changes to the MyTime rounding practices for bargaining unit members.

Contract Violations, include Article(s) and Section(s):  
 1.2 Recognition and Bargaining Unit Description  
 12.3.3 Overtime rate  
 PeaceHealth Time Recording Policy  
 -and any and all other articles, policies and procedures or laws that may apply.

Remedy:  
 Cease and desist all changes to MyTime rounding until an agreement is reached with OFNHP through good faith negotiations. Make all affected members whole.  
 -and any and all other remedies to make grievant and contract whole.

Grievant Signature _____	Date _____
Steward Signature _____	Date _____

Grievance Number PHLPC024
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**Grievance Form**

PeaceHealth and the Local 1199N Union  
**AND** **Local 1199N Union**  
**OR FAX 503 657 7456**  
 1207 NW 4th Avenue, Suite 1100

Grievant(s) Affected: (members)	Date: 03-23-2023	Composing Unit: PSHB/SUMC/1199N
Individual Grievant (check at Step 1)	Employer: Kaiser	PeaceHealth Unit: 1199N
This Action is the result of filing at Step 1 <input checked="" type="checkbox"/>	Dept: A&L	Worksite: A&L
Grievant's Name: Stacy Stevenson	Manager/Supervisor Name: Justin Thomas	
Grievant Email: stas164@igmail.com	Manager/Supervisor Email: jthomas1@peacehealth.org	
Grievant Phone: 541 458-0695	Manager/Supervisor Phone: 503 229-2944	

Give a brief description of the grievance (date, time, shift, parties, incident, etc.)

On or about March 12, 2023, the employer unilaterally implemented and refused to bargain changes to the My Time rounding policies for designated unit members.

Contract Violations (include Articles) and Sections:

ARTICLE 11 - RECOGNITION AND BARGAINING UNIT DESIGNATION section 11.1 and 11.2  
 ARTICLE 20.3 - Overtime Rate  
 PeaceHealth Time Rounding Rules  
 and any and all other articles, policies and procedures or laws that may apply.

Reliefs:

Revoke and void all remedies to My Time rounding until an agreement is reached with OFNHP through good faith negotiations. Make all affected members whole.

and any and all other remedies available through grievance and contract law.

Grievant Signature: _____	Date: _____	<b>GENERAL NOTICE</b> <b>PHSH0069</b>
Grievant Signature: _____	Date: _____	