Memorandum of Understanding

Colleague Leasing

Saint Alphonsus Medical Center - Ontario (SAMC-O) and the Oregon Nurses Association (ONA) agree to utilize the Saint Alphonsus Health System Colleague Lease Program (Lease Program) to support temporary staffing needs within Saint Alphonsus Health System (SAHS) as detailed in the Lease Program Policy (attached). It is understood that colleagues will be licensed in the state in which they are practicing nursing. The parties agree that nurses working at SAMC-O under the Lease Program are not considered part of the bargaining unit. Such nurses will be treated the same as travelers under the Professional Agreement.

Both parties agree to use the Lease Program for urgent needs and that it may not be used in place of replacing bargaining unit staff; all vacant bargaining unit positions must remain posted while the leased RN provides temporary staffing at SAMC-O. SAMC-O’s Staffing Committee and leadership will develop guidelines for the staffing coordinator to use in order to determine if there is an urgent staffing need and it is necessary to activate the Lease Program.

Prior to activation of the lease program, all shifts must be offered to bargaining unit registered nurses. This includes shifts which may qualify for overtime or extra shift pay. No bargaining unit nurse will be placed on low census or otherwise be caused a reduction of work or scheduled hours, while a lease program nurse is working, provided the bargaining unit nurse is oriented and trained to that department.

Bargaining unit nurses may work at another SAHS facility under the Lease Program. Such nurses will be governed by the Lease Program Policy while working at the other facility. Any nurse working under the Lease Program will not start a shift in one hospital and then be requested to travel to another hospital to complete his/her shift.

Nurses’ performance at another facility under the Lease Program may be considered in making performance and/or discipline decisions regarding the nurse, but those decisions will be made in accordance with SAMC-O policy and/or the Professional Agreement. Any such discipline would be subject to the grievance and arbitration procedure at SAMC-O.

This Memorandum of Understanding will remain in effect through the duration of the Lease Program trial of six (6) months, beginning this [5th] day of April, 2015 and ending six (6) months later. At least thirty (30) days before the trial is set to conclude, a meeting of the Labor Management Committee will be convened to discuss extending, modifying, or abandoning this program. The parties must mutually agree to extend or modify the agreement. Such agreement will be made in writing.

The parties may mutually agree to abandon the program or, if the parties are unable to reach agreement, the program will end after six (6) month trial period. At that time, SAMC-O will be unable to utilize the Lease program to support temporary staffing needs at SAMC-O and SAMC-O bargaining unit nurses will be unable to work at another SAHS facility under the Lease Program.
OREGON NURSES ASSOCIATION

By:  

Ateusa Salemi

Title: Labor Relations Representative

Date: 4-15-15

SAINT ALPHONSUS MEDICAL CENTER-ONTARIO

By: Diva Ellwanger, RN, BSN, MBA

Title: VP Patient Care Services/Chief Nursing Officer

Date: 5/9/15