We reached a tentative agreement (TA) and your bargaining team is recommending a YES vote! As you know this was a difficult round of negotiations with the hospital demanding changes to floating and other workplace conditions. We did get the hospital to offer some of the most significant wage increases ONA has ever seen. Your team feels that we got the best deal we could get given the circumstances and is recommending that you vote YES. To view the entire TA, go to OregonRN.org and under Find Your Bargaining Unit select Tuality.

We Reached a Tentative Agreement!

Highlights Include:

- Reverse the 2013 Step Freeze that occurred.
- Raises in steps: 7 percent increase for Start, Steps 1-5: 11 percent, 6-7: 7 percent, 8-9: 6 percent, 10-22: 5 percent, 25 and above: 4 percent.
- Some floating required for all nurses IF:
  1) unit develops written float guidelines with staff nurse input;
  2) the nurse feels qualified for a patient assignment that requires specialty competence and the nurse receives orientation;
  3) not more than once per shift and on a rotation; and
  4) another nurse hasn’t floated into your unit during that shift.
- Increased educational funds to $30,000 from $24,000.
- Maintain fairness in low census procedures.
- Slight increase in shift differentials for evening & night (up 0.25 an hour).
- Extra/Odd Shift Differential increased to $5.00.
- No more cash-out of EIH retirement plan for all those hired after ratification.
- A separate letter of agreement for Family Birth Unit (FBU)(see details on page 4).
Brief Summary of TA

Article 1 Recognition and Membership
- Change infusion service to vascular access to match current title.
- Change clinical nurse manager to associate nurse manager to match current title.
- Change full-time nurse to regular full-time nurse to match current title.
- Per diem nurses must now be available for 3 open shifts per month rather than 2. But also per diem nurses will now only need to be available for one weekend shift per quarter rather than per month. We clarified that an “open shift” is one not filled by a regular nurse. We clarified that being available for 2 holidays is one winter and one summer holiday.

Article 2 Equality of Employment—no change

Article 3 Hospital Rights—no change

Article 4 Paid Time Off
Added language that current paid time off (PTO) will fulfill requirements under the new Oregon paid sick days law. PTO requests under the new law will be granted first.

Article 5 Hours of Work
Some floating required for all nurses IF:
1. Unit develops written float guidelines with staff nurse input;
2. The nurse feels qualified for a patient assignment that requires specialty competence and the nurse receives orientation;
3. Not more than once per shift and on a rotation; and
4. The hospital has made a good faith effort not to float a nurse out of his/her unit when another nurse has floated into the unit on the same shift, unless such floating is required due to the expertise of the nurse or in order to meet patient care needs.

More on Floating:
- Nurses may indicate if they do not feel qualified to for specific float assignments
- When floating, orientations includes unit layout, location of supplies and essential work protocols
- A nurse can be oriented to a unit on the same shift they will work if the orientation occurs before the nurse assumes any patient care duties.
- Written float guidelines will be developed with nurse input and include sufficient information to orient the nurse on the unit.
- A rotation will be used to float nurses but can be modified if the charge nurse determines that the skill mix of the unit or the patient needs warrant a change in the rotation.
- Deletion of the float level designations. With no float level 3, all nurses will be required to float if the other conditions are met.

Article 6 Employment Status
Exit interviews will be in person with a HR representative.

Article 7 Leaves of Absence—no change

Article 8 Health and Welfare
Employee portion of the cost of the health plan for those on the plan with no spouse or children on the plan can now range from 90-100 percent instead of 95-100 percent. Portions for those with children and/or spouse do not change.

Article 9 Retirement Programs—no change

Article 10 Association Business—no change

Article 12 Grievance Procedure—no change

Article 13 Professional Development
Increased educational fund to $30,000 from $24,000

Article 14 Professional Nursing Care Committee (PNCC)—no change

Article 15 Seniority and Job Posting—no change

Article 16 Reduction in Force
New Graduates will not be low censused until they finish their introductory period, and experienced new hires will not be low...
Brief Summary of TA (Continued from Page 3)

censused until they finish their orientation period. When new people are censused it is difficult for everyone as it delays how long it takes before they can take on tasks and roles as an experienced nurse leaving more work on others.

Article 17 General— no change

Article 18 Separability— no change

Article 19 Successors— no change

Article 20 Duration and Termination

This is a two year agreement, expiring in December 2017

Article 21 Appendices— no change

Appendix A

Reverse the 2013 Step Freeze that occurred.

Increases in steps:

- Start: 7 percent
- 1-5 years: 11 percent
- 6-7 years: 7 percent
- 8-9 years: 6 percent
- 10-22 years: 5 percent
- 25 years and above: 4 percent

Increases & reversal of step freeze effective after ratification.

Increase in shift differentials for evening ($2.25 increased to $2.50) & night ($5.50 increased to $5.75).

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

Extra/Odd Shift Differential increased to $5.00 from $4.00. You no longer need to have signed up within five days of posting to get the $5.00.

We will now receive bonuses for an increased list of certifications including: Certified Medical Surgical RN, Cardiovascular Nursing CVN, Vascular Access Board Certification VA-BC (see collective bargaining agreement (CBA) for full listing). Some names changes updated to reflect current associations and certification titles.

Maintain fairness in low census procedures despite hospital administrators’ wishes to alter the order of low census rotation.

Appendix B Paid Time Off

- Reference to paid leave hours (PLH) and earned illness hours (EIH) as also being able to be used as paid sick days under the new Oregon Sick Leave law including for reasons covered under the law such as domestic violence, stalking and public health reasons.
- PLH can be taken after 90 days of employment, except for low census.
- Requests for PLH that are foreseeable (scheduled doctor’s appointments for instance) must be scheduled to minimally disrupt business operations. If unforeseeable, the first 40 hours taken will receive preference over other requests.
- No cash-out of EIH retirement plan for all those hired after ratification.
- Nurses who retire cannot continue employment after receiving retirement benefits, but now will be allowed to come back as per diem after a break in service of at least 30 days.
- Upon Termination, if the first 40 hours of PLH have not been used in the calendar year, a nurse will be paid up to this first 40 hours at his/her straight-time hourly rate of pay plus differentials, and any remaining unused PLH will be paid at the nurse’s straight-time hourly rate of pay.
- Paid bereavement leave runs concurrently with any bereavement leave to which an employee may be entitled under the Oregon Family Leave Act (OFLA). Lack of OFLA leave will not deny someone bereavement leave the CBA provides.

Appendix C Leave of Absence— no change

MOU Short Shift Notice Incentive

- Short notice shift only applies for shifts over four hours, however now it will apply for nurses who are working a short notice shift immediately following a 12 hour shift if they work a shift of at least three hours.
- $8.00 per hour short notice shift differential shall now also apply to the Cath Lab and PACU.
Memorandum of Agreement

Staffing Issues in Family Birth Unit

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

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

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

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

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

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

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

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

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

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

Dated: April ___, 2016

Rights: Nurses Don’t Go Alone!

Did you know that because you are represented by a union that you have the protection of Weingarten rights?

If you are called into an investigatory meeting with a supervisor that could lead to discipline, be aware that you have a right to representation!

If you are called into a meeting with a supervisor or manager, take the following steps:

1) Stop the meeting!
2) Invoke your rights by making this statement: “If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I request that a union representative be present at the meeting. Without representation, I choose not to answer any questions.”
3) Contact Amber Cooper, ONA labor relations representative at 503-293-0011, ext 308.
4) Wait for an ONA unit representative to arrive OR reschedule the meeting.