SIDE LETTER OF AGREEMENT

between

BAY AREA HOSPITAL

and

OREGON NURSES ASSOCIATION

This Side Letter of Agreement is entered into between Bay Area Hospital (hereinafter referred to as “Employer” and/or “Hospital”) and the Oregon Nurses Association (hereinafter referred to as “ONA” or the “Union”). In order to evaluate the impacts on Hospital operations of not floating nurses to and from the Family Birth Center (“FBC”), the Parties agree to the following terms as part of a pilot program lasting six (6) months from the effective date of this Letter of Agreement:

The parties agree and understand that all terms and conditions of the existing labor agreement will apply to all ONA represented bargaining unit employees. In the event of any inconsistency between the terms of this Side Letter of Agreement and the terms of parties’ existing Collective Bargaining Agreement (CBA) effective at the time this Side Agreement is entered into regarding wages, hours, and benefits for bargaining unit members, the terms of this Side Letter of Agreement shall be deemed controlling. These terms and conditions are subject to bargaining in the ongoing negotiations for any successor Collective Bargaining Agreement.

The parties agree to the following:

1. The implementation of the program is dependent on agreement of at least fifty percent (50%) of FBC nurses by a survey administered by management.
2. If agreed to, the FBC shall, for the duration of the pilot program, operate as a “closed unit,” meaning that no nurses will be required to float to the FBC from other units or Groups within the Hospital, and no nurse assigned to the FBC will be required to float to another unit or Group within the Hospital.
3. In the two weeks prior to the expiration of the pilot program, the Parties will meet to assess the impacts of operating the FBC as a closed unit on Hospital operations, including but not limited to impacts on the operations of the FBC and on the operations of other units and Groups within the Hospital. Nothing in this agreement prevents the Parties from meeting more frequently to review and discuss the impacts of the pilot program.
4. Upon the written agreement of both parties, the pilot program may be discontinued at any time prior to its planned six (6) month duration.
5. Upon the written agreement of both parties, and upon at least fifty percent (50%) agreement of FBC nurses, the FBC may continue to operate as a closed unit beyond the duration of the six-month pilot program. Absent such written agreement, upon the completion of the six-month pilot program the FBC will no longer operate as a closed unit, and FBC nurses may be required to float to other units or Groups within the Hospital, and nurses from other units or Groups may be required to float to FBC, pursuant to the floating procedures set forth in the Parties’ collective bargaining agreement.

Additional Terms
1. All FBC nurses in the bargaining unit including full-time, part-time and PRN nurses will be considered part of the closed unit.
2. Nurses wishing to volunteer to float outside the unit to obtain additional hours or in times of low census may be considered after all volunteers in non-closed units have been floated first, regardless of seniority.
3. Call hours as a direct result of the FBC being a closed unit will not be impacted.
4. FBC schedule will be drafted by designated scheduler, approved by unit manager.
5. Draft schedule is posted 20 days prior to the start of the schedule.
6. Master schedule is posted 15 days prior to the start of the schedule, with available call circles/skill needs.
7. Open call circles will be filled first by volunteers.
8. In the event that there are no volunteers, open call circles will be assigned by unit manager in 4 hour increments; this will be done based on skill needs and then by reverse seniority. This will be posted 10 days prior to start of schedule with no more than 12 hours assigned call per nurse
9. When a nurse is scheduled, and in period of low-census when a standby nurse is needed, a nurse cannot decline such call.

This Side Letter of Agreement shall be incorporated into the terms and provisions of the CBA currently in effect between the parties, and shall remain in effect subject to the terms outlined above.

BAY AREA HOSPITAL            OREGON NURSES ASSOCIATION

By:_________________________  By:_________________________

Dated:_______________________  Dated:_______________________