BAY AREA HOSPITAL

and

OREGON NURSES ASSOCIATION

BAY AREA HOSPITAL ONE YEAR SETTLEMENT OFFER

February 25, 2022
In light of the unprecedented and adverse impact of the COVID-19 pandemic, Bay Area hospital proposes a one (1) year contract extension in order to provide an opportunity for Hospital operations to return to something close to “normal” over the course of the next ten (10) months.

The Hospital proposes that the Labor Agreement between BAH and ONA, which expired on December 31, 2021, be renewed without change except for the additions, deletions and modifications described below. Any provisions of the current contract not addressed below are to remain unchanged in the proposed successor labor agreement. The Hospital’s proposals described below are presented in redline fashion with new language underlined and language to be deleted appearing with a “strike thru.”

The Hospital reserves the right to correct any substantive, typographical, housekeeping or spelling errors contained in this proposal when preparing signature copies of the parties’ successor collective bargaining agreement.

This offer is expressly contingent upon a peaceful settlement without a labor dispute, strike, boycott activities, handbilling, union-sponsored or supported disparagement of the Hospital or any of its employees, or picketing of any nature by employees covered by this contract or by the Union. In the event of a labor dispute, picketing of any nature, handbilling, or any boycott activity or disparagement activity, this offer shall be subject to withdrawal, with or without advance notice in order for the
Hospital to take into consideration the changed economic circumstances caused by such activity.

The across the board wage increase shall be retroactive to January 2, 2022 provided these terms are ratified by the ONA bargaining unit with no subtractions, additions or modifications no later than 5:00 pm Pacific Daylight Savings Time, March 15, 2022. Written confirmation of such ratification must be received by Richard J. Alli, Jr., at 200 SW Market St., Suite 1900, Portland, OR 97201 or by email at ralli@bullardlaw.com on or before the deadline noted above. In the event receipt of written confirmation by the Union that this offer has been ratified is not received by 11:59 p.m., March 15, 2022, this offer shall be subject to automatic withdrawal by Bay Area Hospital and if withdrawn shall have no further force and affect.
HOUSEKEEPING

- Change dates to reflect newly bargained term throughout the Contract.
- Anywhere he, him and his are referred add her and she.
- Anywhere there are numbers or dollar amounts add the words and vice versa. Example eighty percent (80%)
- Correct punctuation and grammar throughout as appropriate.
- Renumber to account for additions/deletions.
- Any reference to days in contract (without designating calendar or working in front) will be changed to be a reference to calendar days everywhere in contract. Existing references to work days will not be effected by this change.
- Delete extraneous language where applicable

1. Increase the wage rates for all classifications contained in the labor agreement by five dollars ($5.00) per hour retroactive to January 2, 2022 and the increases in certain premiums shall be effective beginning with the first full pay period following ratification, provided this agreement is ratified and such notice of ratification is provided no later than 5:00 pm, March 15, 2022. The retroactive pay adjustments described above will be paid to eligible nurses in the bargaining unit on or before April 15, 2022. The retroactive pay adjustment will include the five dollar ($5.00) per hour additional pay which shall be applicable to all approved PTO and ESL taken on or after January 2, 2022. In order to be eligible for such retroactive pay, a nurse must still be employed by the Hospital in a regular classification on the date such retroactive pay adjustment is paid by the Hospital. The retroactive pay adjustment shall not be considered a supplemental bonus and accordingly taxes and supplemental deductions will occur at the normal rate applicable to wage adjustments.
2. Beginning the first full pay period following ratification, increase the weekend shift differential to two dollars ($2.00) per hour.

3. Beginning the first full pay period following ratification, increase the evening shift differential to two dollars ($2.00) per hour.

4. Beginning the first full pay period following ratification, increase the night shift differential to five dollars and fifty cents ($5.50) per hour.

5. Beginning the first full pay period following ratification, increase charge nurse pay three dollars and fifty cents ($3.50) per hour.

6. Additional Shift Incentive Program – Effective no later than ninety (90) calendar days after ratification, the existing side letter regarding additional shift incentives shall be terminated and replaced with the following program:

   This new program is designed to reward employees for signing up for additional shifts above their FTE. The amount of the additional shift incentive hourly payment may vary during the term of this Agreement. The amount of the shift differential shall be established by the Executive Staffing Committee and communicated to the bargaining unit on no less than a quarterly basis.

   **Eligibility requirements**
   - Department Vacancy rate of twenty percent (20%) or more for position in job families with a minimum of twenty percent (20%) vacancy in the
department. All RN’s are in one job family – Nursing.

- Department must have an average productivity index of at least ninety-eight percent (98%) over the previous three (3) pay periods.
- Eligible departments and positions are determined monthly by the executive staffing committee and posted no later than the 15th of the month prior to the start of the schedule.
- Employee must work at least forty-eight (48) hours or the budgeted FTE, whichever is greater, in the pay period to be eligible.
- The executive staffing committee will review and establish two rates by the 15th of the month prior to the start of each quarter.
- High Vacancy Rate – Department Vacancy at twenty percent (20%) and Job Family Vacancy at twenty percent (20%)
- Extreme Vacancy Rate – Department vacancy at twenty percent (20%) and Job Family Vacancy at thirty percent (30%)

To be eligible for an additional shift incentive described above, the department must have a vacancy rate of at least twenty percent (20%) (all positions) and a productivity index of ninety-eight percent (98%) or greater for the previous three (3) pay periods. A nurse must work at least forty-eight (48) hours or their budgeted FTE, whichever is greater, in the pay period to be eligible for the additional shift incentive describe above. For a nurse to receive a high vacancy additional shift incentive there must be a vacancy rate of twenty percent (20%) in the department for nurses. For a nurse to receive an extreme vacancy additional shift incentive there must be a vacancy rate of
thirty percent (30%) in the department for nurses. Upon ratification, the initial implementation for the hourly shift incentive pay for eligible nurses at a high vacancy rate (twenty percent (20.0%) to twenty-nine point nine percent (29.9%)) would be an additional thirty percent (30%) of the nurse’s hourly base rate of pay. The hourly shift incentive pay for eligible nurses at an extreme vacancy rate (thirty percent (30%) and above) would be an additional fifty percent (50%) of the nurse’s hourly base rate of pay.

- The triggers regarding the twenty percent (20%) vacancy, thirty percent (30%) vacancy or ninety-eight percent (98%) index as well as the thirty percent (30%) or fifty percent (50%) incentive may be increased or decreased on a quarterly basis based on changing market and financial conditions. This is a newly developed program that may need to be adjusted or modified depending on its actual operation and whether it creates the incentives intended for nurses to accept additional shifts at the premiums indicated.

- Some departments may be combined in calculating vacancy. For some ambulatory and smaller departments other factors may be considered in determining department and position eligibility.

7. The Hospital and Union will establish two joint committees with an equal number of Hospital and ONA representatives.

a. Committee #1 of the joint committees shall be established for the purpose of reviewing the Hospital’s current scheduling practices and current contract language with the goal of providing a mutually agreed (majority
vote) recommendation regarding changes to such scheduling practices and contract language, in writing, no later than November 1, 2022.

b. Committee #2 of the joint committees will be established for the purpose of reviewing the conditions upon which bargaining unit nurses float between departments during their regularly scheduled shifts with the goal of providing a mutually agreed (majority vote) recommendation regarding the criteria for nurses who float between departments during their regularly scheduled shifts, in writing, no later than November 1, 2022.

c. Each committee shall meet as determined by the committee.

d. Each committee shall establish meeting times, dates and places and agendas for such meetings by mutual agreement.

e. The ONA and Hospital management will provide notice to the other party of the regular members of such committees and any alternative members who may attend in the absence of a regular committee member assigned to the committee.

f. The Union and the Hospital may request that committee members be replaced if such member assigned to this committee does not attend at least seventy-five percent (75%) of the scheduled meetings.
g. The ONA shall be responsible for assigning the members of each committee as it deems appropriate.

h. The Hospital shall be responsible for assigning the members of each committee as it deems appropriate.

i. ONA members of either committee shall be paid their regular straight time hourly rate of pay during their regular committee meetings, but such committee meetings will not be considered working time for calculating overtime under the provisions of this labor agreement.

j. Any nurse entitled to a shift differential other than evening, night or weekend differentials shall receive such differential pay as part of the nurse’s regular straight time hourly rate of pay for the purpose of serving on these committees.

8. During the current round of negotiations for a successor labor agreement, the ONA presented a number of proposals to change current language in numerous articles and sections. While the Hospital is not agreeable to many of the Union’s proposed changes, the Hospital is prepared to discuss and mutually agree to refer some of the Union’s proposals to the Labor Management Committee for discussion and recommended resolutions to be implemented upon mutual written agreement between the Hospital and the ONA Executive Director. The Hospital and ONA will meet and determine which proposals will be presented to the Labor Management
committee and in what order they will be presented. This is a one-time non-
precedent setting process designed to address significant language revisions
proposed by the Union and this process will not be repeated in the future without
express mutual written agreement of the parties.