COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OREGON NURSES ASSOCIATION

AND

MCKENZIE-WILIAMETTE MEDICAL CENTER

March 6, 2017, through September 1, 2020
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THIS AGREEMENT by and between MCKENZIE-WILLAMETTE MEDICAL CENTER of Springfield, Oregon, hereinafter referred to as "Hospital," and OREGON NURSES ASSOCIATION, hereinafter referred to as "Association."

WITNESSETH:
The intention of this Agreement is to formalize a mutually agreed upon and understandable working relationship between Hospital and its registered professional nurses which will be based upon equity and justice with respect to wages, hours of service, general condition of employment and communication, to the end that the dedicated common objective of superior patient care may be harmoniously obtained and consistently maintained.

For and in consideration of the mutual covenants and undertakings herein contained, Hospital and Association do hereby agree as follows:

ARTICLE 1—RECOGNITION AND MEMBERSHIP

1.1 Bargaining Unit. Hospital recognizes Association as the collective bargaining representative with respect to rates of pay, hours of work and other conditions of employment. The nurses covered by this agreement are those employees who can legally practice as registered nurses and licensed practical nurses and who perform nursing services but excluding supervisors as defined by the National Labor Relations Act.

1.2 Membership. A nurse hired into the bargaining unit on or after the ratification date of this Agreement will, as a condition of employment, within thirty (30) days after the nurse's hire date, become and remain a member of the Association or make payment in lieu of dues to the Association.

1.2.1 Fairshare. A nurse that is a member or fairshare payor as of the ratification date of this Agreement and/or becomes a member or fairshare payor during the term of the Agreement, shall be obligated as a condition of employment, to maintain membership or fairshare payor status.

1.2.2 Religious exemption. A nurse who is subject to the membership or fair share payor status obligations noted above, but who is a member and adheres to
established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to continue membership in or contribute a fair share amount to the Association. Such a nurse, instead, shall contribute an amount equivalent to fair share fees to the United Way Fund. As a condition of employment the employee shall furnish proof to the Association and the Hospital that this is being done.

1.2.3 Dues deduction. The Hospital will deduct Association membership dues from the salary of each nurse who voluntarily agrees to such deduction(s), and who submits an appropriate written authorization to the Hospital, setting forth standard amounts and times of deduction. The deduction shall be made monthly and remitted to the Association.

1.2.4 Remedy for non-payment. If a nurse is not in compliance with the provisions described in this section, the Association will notify the nurse in writing that he/she is delinquent in the satisfaction of his/her obligations, and will provide a copy of the notice to the hospital's Director of Human Resources. The Association will allow the nurse a reasonable period of time of not less than twenty (20) days to remit dues. If the nurse fails to remit the dues owed within the allotted time, then the Association may contact the Director of Human Resources for the purpose of proceeding with termination of employment.

ARTICLE 2—ASSOCIATION REPRESENTATION

2.1 Access to premises. Duly authorized representatives of the Association shall be permitted at all reasonable times to enter the facilities operated by the Hospital for purposes of transacting Association business and observing conditions under which nurses are employed; provided, however, that Association’s representative shall, upon arrival at the Hospital, notify the Human Resources Department or designee of the intent to transact Association business. This access shall include attendance at any grievance, disciplinary, or investigatory meeting with the consent of the participating bargaining unit nurse(s). Transaction of any business shall be conducted in an appropriate location subject to general Hospital and clinic rules applicable to non-employees and shall not interfere with the work of the employees.
2.2 Orientation of newly hired nurses. The Hospital shall notify the chairperson of the Association Bargaining Unit, or the nurse’s designee, of all new employee orientation sessions at the time such sessions are scheduled. Notification will include the number of nurse orientees scheduled to be in attendance at each meeting. The representative shall be provided access to these newly hired nurses for a thirty (30) minute time period during each session to discuss Association membership.

2.3 Association grievance representation. An Association grievance representative may attend a disciplinary, investigatory or grievance meeting between the aggrieved nurse and the Hospital without loss of pay. All other activities of nurse representatives shall occur on personal time.

2.4 Rosters. Within thirty (30) days after the execution date of this agreement, the Hospital shall provide the local and state Association with a list, encrypted electronically, of bargaining unit nurses showing the nurse’s name (first, last and middle), address (street, city, state, and zip code), RN license number, telephone number (if not unlisted), position, unit, shift, status (number of scheduled hours, resource, etc.), and date of hire and date of birth and will continue to provide it monthly. The local and state Association agree to be responsible for maintaining the confidentiality of this information.

2.5 Distribution of Agreement. The Hospital agrees to make a copy of this Agreement and any subsequent addendum provided by Oregon Nurses Association available to each new nurse.

2.6 Bulletin boards. The Hospital shall continue to provide reasonable space for posting of Association information on an unobstructed bulletin board in each work unit.

2.7 Contract negotiations. The Hospital agrees to make every effort to ensure that Association bargaining unit representatives are relieved of duties to attend negotiating sessions between the parties when they are scheduled to occur during the representative’s work hours. When such relief cannot be arranged, at the Association’s request the negotiating session may be rescheduled to a mutually agreeable time. Within one hundred and twenty (120) days of the ratification of this Agreement, a nurse may donate a maximum of five (5) hours of her/his accrued earned leave to a
bargaining representative. In order to donate hours, the donating RN must do so in writing to Human Resources and must have a total of no less than 40 hours remaining in their PTO bank. Donated hours are irrevocable and will be transferred by the Hospital to bargaining representatives as designated by the Association.

**ARTICLE 3—EMPLOYEE DEFINITIONS**

3.1 **Nurse.** A nurse is a registered professional nurse or licensed practical nurse currently licensed to practice professional nursing in Oregon.

3.2 **Staff nurse.** A staff nurse is a registered professional nurse or a licensed practical nurse who is responsible for the direct and indirect nursing care within an organized nursing unit under the supervision of a Nurse Manager/Supervisor or Assistant Nurse Manager.

3.3 **Charge Nurse.** A charge nurse is a registered professional nurse who has been granted a Charge Nurse position in accordance with the Position Posting and Filling Vacancies article. Such a nurse shall be appointed and scheduled on a regular basis to provide consistent organization and direction of patient care within an organized nursing unit of the Hospital for a shift.

3.4 **Relief charge nurse.** A relief charge nurse is a staff nurse who is scheduled or designated in charge when a Patient Care Coordinator or a Charge Nurse is either not scheduled or is practicing in another capacity. Relief charge assignment is voluntary, provided another scheduled qualified nurse is available. A nurse shall not be required to work a relief charge assignment for more than twenty-five percent (25%) of his/her scheduled monthly hours without his/her consent.

3.5 **Probationary nurse.** Fulltime nurses shall be considered probationary employees during the first ninety (90) days from the date of employment. Part time nurses shall be considered probationary employees during the first five hundred twenty (520) hours of work, but not to exceed six (6) months. The probationary periods set forth above may be extended upon mutual consent of the Association and the Hospital. During the probationary period, a nurse may be dismissed without recourse to the grievance procedure.
3.6 Regular nurse. A regular nurse is one who is regularly employed to work a predetermined work schedule of twenty (20) or more hours per workweek.

3.7 Short hour and resource nurse. A short hour nurse is one who is regularly scheduled to work a predetermined work schedule of less than twenty (20) hours per week. A resource nurse is one who is employed to work one designated shift on an intermittent basis without a master schedule. Resource nurses are required as a condition of continued employment to work or be scheduled to work a total of eighteen (18) credits per calendar quarter, including a minimum of five (5) credits for each month. In each month, nurses must pre-schedule as described in the posting of schedules clause, unless insufficient shifts are available during that time. This shall be accomplished in their primary unit(s) and on their primary shift where there is a documented staffing need, if such opportunities are available. If such opportunities are not available, resource nurses shall receive credit for shifts worked or scheduled in any unit for which they are qualified. Credits shall be earned in the following manner:

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<th>4-hour</th>
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<tr>
<td>Weekdays</td>
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<td>Standby</td>
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If a resource nurse is called in and works a shift on short notice, she/he shall receive one (1) additional credit beyond the regular value of the shift.

3.8 Temporary position. A temporary position is a position consisting of a predetermined work schedule which does not extend beyond ninety (90) days. A temporary position extension shall require mutual agreement between the Association and the Hospital.

3.9 Benefited employee. Benefit eligibility varies by employee definition.

3.9.1 Regular nurse benefits. Any nurse designated as a regular nurse shall
accumulate and receive all fringe benefits as provided in this Agreement when the nurse becomes, and so long as the nurse remains, a regular employee.

3.9.2 Short hour and resource nurse benefits. Nurses in the foregoing categories receive a pay differential and are, therefore, ineligible for Earned Leave, Medical, Dental, Vision, Life, Long Term Disability, and Short Term Disability Insurance benefits.

3.9.3 Temporary position benefits. Nurses awarded temporary positions may choose to receive the in lieu of benefit pay differential or, when applicable, to continue their current benefit status.

3.9.4 Benefits following status change. Regular nurses who transfer to a short hour or resource (per diem) status will receive pay out of any accumulated Earned Leave at one hundred percent (100%). Any previously accumulated Extended Illness Bank Leave shall be maintained for future use in the event of status change back to regular. Earned Leave accrual, Medical, Dental, Vision, Life, Long Term Disability, and Short Term Disability Insurance benefits will terminate.

ARTICLE 4—EQUALITY OF EMPLOYMENT OPPORTUNITY

4.1 Non-discrimination. There shall be no discrimination by the Hospital against any nurse because of sex, sexual orientation, race, creed, color, national origin, age, political activity, nor matters forbidden by ORS 659.400 et. seq.

4.2 Association membership and activities. There shall be no discrimination by the Hospital or the Association against any nurse because of membership in, or activity on behalf of, the Association provided that such activity does not interfere with the nurses’ regular duties.

ARTICLE 5—EMPLOYMENT STATUS

5.1 Discipline and discharge. The Hospital shall have the right to discipline, suspend and discharge nurses for proper cause.
5.2 **Investigatory meetings.** Nurses covered by this Agreement have the right to request Association representation at an investigatory interview conducted by the Hospital which the nurse believes might result in disciplinary action. Nurses who are asked to attend such an investigatory interview will be notified in advance of the general topic. In the event that a nurse is interviewed or otherwise notified of an investigation that could result in disciplinary action, the Hospital must notify the nurse of any resulting discipline within fourteen (14) days of such interview or notice or as otherwise mutually agreed. Investigatory meetings must be held face-to-face between the nurse and her/his supervisor, or her/his designee. When contacting nurses about immediate patient care needs outside their shift, supervisors shall use appropriate professional means of communication (e.g., calling by phone, texting, and a nurse’s personal email account) and shall not use social media (e.g., Facebook, Instagram, Snapchat).

5.3 **Disciplinary communication and documentation.** Each step of the disciplinary process shall be documented on the Corrective Action form. The written document shall be placed in the nurse’s personnel file and a copy of the document shall be provided to the nurse at the time it is administered. When a nurse is suspended or discharged, such written notice shall contain the following message: “You have a right to contact and be represented by Oregon Nurses Association in an appeal of this action.” Employee/supervisory communications shall reflect mutual professional respect. Upon request, the Association shall be provided copies of any documentation used to support discipline of a nurse, except that the Hospital may withhold identifying patient information.

5.3.a. **Coaching and counseling.** Coaching and counseling, or any form of informal discipline, must occur face-to-face between the nurse and her/his supervisor, or her/his designee. Coaching and counseling may include written documentation. The Hospital cannot use any social media, as described in Article 5.2, as means to coach or counsel a nurse.

5.4 **Notice of resignation.** The Hospital requests that nurses give thirty (30) calendar days advance notice of resignation in order to preserve the continuity of patient care. Less than fourteen (14) calendar days advance notice may cause forfeiture of accumulated Earned Leave, not to exceed the nurse’s scheduled days of work during this period of time.
Earned Leave shall not be forfeited if the employee is unable to work the notice period due to medical disability or if there is mutual agreement between the Hospital and the employee on a reduced period of notice.

5.5 Notice of termination. The Hospital shall give nurses ten (10) working days or fourteen (14) calendar days, whichever first occurs, notice of termination of their employment, or, if less notice shall be given, the difference between ten (10) working days or fourteen (14) calendar days, whichever first occurs, and the number of working days of advance notice shall be paid to the nurse at the nurse’s regular rate of pay, eight (8) hours per such working days, provided, however, that no such advance notice or pay in lieu thereof shall be required for nurses who are discharged for violation of professional nursing ethics.

5.6 Personnel files. Nurses’ personnel records shall be made available to them upon request to the Human Resources Department. Nurses shall have the right to respond in writing to disciplinary actions and such documents shall be placed in the personnel file upon request. Disciplinary records shall be removed from the nurse’s personnel file, upon request, two (2) years following the infraction if no similar subsequent discipline or related pattern of performance deficiency has been recorded.

ARTICLE 6—MANAGEMENT RIGHTS

6.1 Management rights. Except for those specific modifications to rights made by the terms of this agreement, the Hospital retains all rights to direct and control the affairs of the Hospital in all particulars, to exercise sole and exclusive discretion and take unilateral action on all matters, whatever may be the effect upon employment, which shall include but not be limited to the following:

1. The types of health care services provided by the Hospital.

2. The size and location of the Hospital, the number of specific units and change therein.

3. The means of providing health care services as required by state licensure, standards of care, the practice of the Medical Staff and the welfare of the patients.
4. Technological change.

5. The overall organization of Hospital activities.

6. Control of the quality of services.

7. Acquisition, design and control of Hospital property.

8. The safety of patients, personnel and the protection of property.

9. Charges for services and other relationships between patients and the administration or governing board of the Hospital.

10. Determination that a period of emergency exists in the Hospital.

11. The designation of supervisory employees as agents of Hospital management and the delegation of authority to them.

12. Selection of qualified employees for hire, scheduling, promotion, demotion, laying off, transfer, discipline, and discharge for proper cause.

ARTICLE 7—GRIEVANCE PROCEDURE

7.1 When applicable. This Article shall be applicable to resolve any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this agreement.

7.2 Grievance procedure.

   STEP 1. Within fourteen (14) calendar days after the first occurrence, or the registered nurse’s first knowledge, or in the normal course of events, should have had knowledge, of a situation, condition or action giving rise to the grievance, the nurse may present and discuss the grievance with the appropriate Nurse Manager or Shift Supervisor. If the nurse is unable to discuss the grievance with this person for any reason, the nurse may go directly to Step 2.
STEP 2. If the grievance is not satisfactorily resolved within seven (7) calendar days after the discussion at Step 1, the nurse may present and discuss the grievance with either the appropriate Vice President or the Chief Nursing Officer, providing that if a professional nursing issue is discussed, the V.P./Patient Care Services shall be present if requested. During the course of discussions at this level, the appropriate Vice President or the Chief Nursing Officer may require that the grievance be reduced to writing. If so, such written grievance shall specify the provision of the agreement violated and the remedy requested. The appropriate Vice President or the Chief Nursing Officer shall respond within fourteen (14) calendar days from receipt of grievance.

STEP 3. If the grievance is not satisfactorily resolved at Step 2, within fourteen (14) calendar days, the nurse may present and discuss the grievance with the Director of Human Resources. The Director shall respond within fourteen (14) calendar days from receipt of the grievance.

STEP 4. If a satisfactory settlement is not reached at Step 3, within fourteen (14) calendar days after the Hospital decision at Step 3, the matter may be submitted to an impartial arbitrator for determination.

7.3 Association grievance. Any Association grievance will be filed at Step 2 of the grievance process within the same fourteen (14) calendar day limitation as applies to nurses in Step 1.

7.4 Arbitration procedure. The arbitrator shall be chosen from a list submitted by the Federal Mediation and Conciliation Service by the parties alternately striking one name each from the list (the first strike determined by the flip of a coin) and the last name remaining shall be the impartial arbitrator. The arbitrator shall have no power to add to, or subtract from, or to change any of the terms or conditions of this agreement. The decision of the arbitrator shall be final and binding on the parties. The expenses of any arbitration shall be shared equally by the Hospital and the Association. However, each party shall bear its own expenses of representation and witnesses.

7.5 Lack of Notification of Vacation Requests. Lack of notification of a vacation
request may be grieved using the following expedited procedure.

7.5.1. Any such grievance must be filed no later than five (5) calendar days from receipt of the denial or, if for lack of notification, ten (10) days from the vacation request.

7.5.2. The grievance will be filed at STEP 3 with the Director of Human Resources or his/her designee, who will respond in writing within ten (10) days of the receipt of the grievance.

7.5.3. If the grievance is not satisfactorily resolved within ten (10) days of receipt of the STEP 3 response, the Association shall have ten (10) days to advise the Hospital that it wishes to arbitrate the grievance.

7.5.4. The parties shall proceed in accordance with 7.4 Arbitration Procedure. The arbitrator shall be selected within five (5) days and a hearing will be scheduled at the earliest possible date. The arbitrator will render a decision within ten (10) days of the hearing.

ARTICLE 8—WORK SCHEDULE

8.1 Work day. Eight (8) hours shall constitute the basic work day duration for all bargaining unit positions, excluding lunch. Work days of other duration, including ten- (10-) hour and twelve- (12-) hour shifts, may be established, or may be continued as they are otherwise provided for in this Agreement or are currently in place.

8.1.1 Women’s Health & Birth in-house overnight assignment. With the consensus of the affected nurses, a nurse may be assigned to remain in-house on-call for the Women’s Health and Birth Center according to established staffing guidelines. All such hours shall be considered as time worked and shall be compensated at the then existing minimum wage rate plus standby pay. The nurse shall not be required to perform any duties unless notified that the nurse is being required to report for normal assignment, in which case the nurse shall be treated as a nurse called in from standby status and shall be entitled to standby premium compensation. Sleeping facilities will be available.

8.1.2 Ten-hour and twelve-hour alternative shifts. Ten (10) hours and twelve
(12) hours shall constitute alternative workdays. Ten- (10-) and/or twelve- (12-) hour shifts may be initiated by the Hospital in a nursing unit, including the posting of newly-created ten- (10-) hour and/or twelve- (12-) hour positions within the unit, provided that it continues to post a mix of hours that may become available as eight- (8-), ten- (10-), and/or twelve- (12-) hour positions, in accordance with Sub-paragraphs (1) through (13) below. Posted positions shall meet the scheduling needs of the Hospital. The Hospital, in defining its scheduling needs, agrees to consider the desire of nurses within any nursing unit that they be afforded options for shifts of different duration on their preferred shift.

1. Ten- (10-) and twelve- (12-) hour master schedule start-times will be established jointly through the collaborative efforts of the nurses in a department and their nurse manager. A position may not consist of a combination of ten- (10-) and twelve- (12-) hour shifts with more than one regularly scheduled start/stop time without the prior consent of the nurse and the Association. Newly posted ten- (10-) hour positions shall not consist of greater than four (4) consecutive days regardless of workweeks. Newly posted twelve- (12-) hour positions shall not consist of greater than three (3) consecutive days regardless of workweeks. Nurses, however, may request and be granted regular schedules in excess of four (4) consecutive ten- (10-) hour and twelve- (12-) hour days. The nurse may rescind this consecutive day schedule by giving written notice to the Hospital prior to the posting of the next month’s work schedule.

2. A one-half hour meal period (off the clock) and three fifteen (15-) minute paid breaks are provided on each twelve- (12-) hour shift. Two of these fifteen- (15-) minute breaks may be taken as a second meal period. For shifts of ten (10) hours or less, work in excess of six (6) hours without a meal period will be considered overtime as specified in 9.4.4 of the contract. For twelve- (12-) hour shifts, work in excess of seven (7) hours without a meal period will be considered overtime as specified in 9.4.4 of the contract. Premium pay related to a second missed meal period shall not apply if a nurse is given the opportunity but does not opt to combine two fifteen- (15-) minute breaks into a second meal period.
3. Nurses on an eight- (8-) hour shift schedule may elect to work ten- (10-) hour or twelve- (12-) hour scheduled relief shifts, but must agree to this relief work prior to the scheduled monthly posting. An eight- (8-) hour nurse who works a twelve- (12-) hour shift is entitled to the twelve- (12-) hour shift salary schedule. Nurses on a ten- (10-) hour or twelve- (12-) hour shift schedule may elect to fill in needed eight- (8-) hour shifts over and above the nurse’s master schedule.

4. Relief charge designation remains at the discretion of the Nurse Manager. Charge nurse positions may be posted as either eight- (8-), ten- (10-), or twelve- (12-) hour duration master schedules. If agreed upon by the nurse prior to scheduling, a nurse may be scheduled fifteen (15) minutes prior to their regular start time to facilitate Charge or Relief Charge duties.

5. Notification of cancellation and standby assignment for a ten- (10-) hour or twelve- (12-) hour scheduled shift are the same as for an eight- (8-) hour shift. Standby pay for ten- (10-) hour and twelve- (12-) hour shift nurses shall be specified in 9.16.1.

6. For purposes of weekend off pay specified in 9.4.7, nurses on ten- (10-) and twelve- (12-) hour late shifts (10-hour and 12-hour shifts that in part include typical night shift eight- (8-) hour shift hours) shall have their weekend defined by their position pattern. Each position’s defined weekend shall consist of either a Friday/Saturday or Saturday/Sunday regularly scheduled pattern (but not both or alternating).

7. The Hospital may not create or post position master schedules that consist of a mix of eight (8-), ten (10-), and/or 12- (twelve-) hour shift durations without Association consent. Regularly scheduled combinations of eight (8-), ten (10-), and/or twelve- (12-) shifts, however, may occur {1} under provision 3.10, Job Share Alternative or {2} when the nurse and Hospital agree to add or reduce hours to the nurse’s position in compliance with provision 13.8. In each of these circumstances the
combined hour position reverts to separate eight (8-), ten (10-), and/or 12- (twelve-) hour positions when vacated. Combinations of shift durations under this paragraph shall not constitute a rotation of shifts under provision 8.9 provided that the starting and ending time of the eight (8-) hour shift portion of the position occur during one defined ten- (10-) hour or twelve- (12-) hour shift. Nurses in combined positions have two pay classifications. Earned Leave shall be paid at the appropriate classification based upon the corresponding unworked shift length of the nurse’s master schedule. Earned Leave shall be cashed out proportionally to the percentage of scheduled time in each classification.

8. Nurses in twelve- (12-) hour positions are placed on the appropriate step in this range and are paid at that hourly rate when working the twelve- (12-) hour shifts. If such a nurse works an eight- (8-) hour or ten- (10-) hour shift, the rate of pay will be at the appropriate step for a standard eight- (8-) hour workday.

9. Earned Leave accrual will be adjusted by the same percentage of increased compensation paid to nurses in twelve- (12-) hour shift positions for all hours worked during a twelve- (12-) hour shift. Ten- (10-) hour and twelve- (12-) hour shift holidays shall be defined as the nurse’s regular shift in which the majority of the hours could be scheduled on the calendar holiday date. These ten- (10-) hour and twelve- (12-) hour shifts shall be treated as ten- (10-) hour and twelve- (12-) hour holiday shifts. Nurses working these shifts will be compensated at time and one-half for all hours worked.

10. Nurses shall receive the applicable differential for all hours worked on each standard eight- (8-) hour shift. Ten- (10-) hour and twelve- (12-) hour nurses are entitled to longevity night shift differential for that portion of their ten- (10-) hour or twelve- (12-) hour shift worked on the standard eight- (8-) hour night shift in accordance with 9.8.2.

11. Work in excess of the nurse’s scheduled shift on the posted work
schedule shall be compensated as specified in 9.4.3, without the necessity of a signed waiver. Additionally, a nurse scheduled for three (3) twelve (12-) hour shifts in one week is paid overtime for all hours worked in excess of forty (40) hours in a week. When scheduled an extra eight- (8-) hour shift, overtime is paid for all hours worked in excess of eight (8) hours.

12. Initial Unit 10-Hour and 12-Hour Shift Offerings. The Hospital shall have the right to reorganize positions consisting of ten- (10-) hour and/or twelve- (12-) hour positions once during any eighteen (18) consecutive month period. The Hospital agrees to provide the Association with fourteen (14) consecutive calendar days’ written notice of its decision to reorganize, in advance of the intended date of the commencement of the reorganization, during which period the Association may provide the Hospital with written comments concerning the intended reorganization. The Hospital shall have the right to reorganize such positions at any other time within such eighteen (18) consecutive month period, upon the consent of the Association.

13. The Hospital agrees that, in administering Section 8.1.2 (12), the Hospital shall engage in a good faith dialogue with any Nurse about, and prior to, any final decision to assign the Nurse to any given shift in connection with a reorganization pursuant to Section 8.1.2 (12), and shall give good faith consideration to the desire of the Nurse relative to the Nurse’s shift assignment prior to making a final decision. The Hospital further agrees that it will not reorganize any unit pursuant to Section 8.1.2 (12) in such a manner that all shifts are of the same length (for example, all twelve- (12-) hour positions), unless a majority of the nurses regularly assigned to the unit have expressed their written consent prior to such a reorganization.

8.1.3 Eight-hour shift start times. Normal start times for eight- (8-) hour shifts will be 0700, 1500 or 2300.
8.2 Work week. Basic work period shall be forty (40) hours per work week, from 0001 hours on Sunday through 2400 hours on Saturday. The nurse may request an alternative work week of eighty (80) hours each two (2) week period.

8.3 Weekend off. Regular and short hour nurses shall normally be scheduled to receive every other weekend off. The nurse, Hospital, and Association, however, may agree to alternate weekend off patterns by alteration of position weekend master schedules (e.g. change from every other weekend to every third weekend scheduling, and vice versa). The parties must agree to such an adjustment of master schedules in writing prior to implementation. A weekend shall be defined as the calendar days of Saturday and Sunday. Positions shall be posted in a manner that will allow for equitable distribution of weekend work among all regularly scheduled bargaining unit nurses within each nursing unit.

8.4 Weekend off waiver. The above provision concerning weekends off may be waived upon written request of an individual nurse and the agreement of the supervisor. Such waivers may be revoked by the nurse upon giving written notice by the first of the month, and the change shall take effect with the next regular posting of work schedules. The Hospital shall furnish a copy of such written waiver to the nurse representative designated by the Association for such purpose.

8.5 Work schedules and self-scheduling. A nurse may self-schedule additional available weekday shifts as set forth in this Section provided the addition of these shifts would not result in a premium rate of pay. A nurse may self-schedule additional available weekend shifts at premium rates of pay.

Nurses shall be given the option to indicate their availability for premium or overtime weekday shifts at the time of the self-scheduling of extra shifts, separately for each personnel category. The Hospital shall utilize this availability list, in the order of sign-up, to assign premium or overtime shifts on the posted work schedule, with the nurse’s consent.

8.5.1 Initial posting. Master schedules for Regular, Short Hour, and Temporary nurses shall be posted on the fifth (5th) of the month preceding the monthly work period.
8.5.2 Shift signup - regular/short hour. Regular and Short Hour nurses may then sign up for vacant shifts (“holes”) for which they are qualified through the tenth (10th) of the month, limited to their home units. Sign-up for extra shifts above the nurse’s personal master schedule will be limited to the number of available shifts to fulfill the nursing unit’s master schedule. The nurse first requesting available shifts shall be granted these shifts; however, nurses shall be limited to requesting and/or being granted two shifts per month from the fifth (5th) through the tenth (10th) of the month. Nurses may request and/or be granted an unlimited number of additional available shifts from the tenth (10th) to the fifteenth (15th) of the month.

8.5.3 Other unit signup. Nurses desiring to fill available shifts (“holes”) on other nursing units shall contact the Nurse Manager of that department by the tenth (10th) of the month with the request specifying date and shift availability. The Nurse Manager shall approve or deny such requests in writing by the sixteenth (16th) of the month. These shifts shall be distributed equitably among all qualified nurses requesting to be so scheduled. Such changes and additions shall be finalized upon the posting of the schedule.

8.5.4 Shift signup - Resource. Resource nurses may then sign up for remaining vacant shifts (“holes”) for which they are qualified between the sixteenth (16th) and the twentieth (20th) of the month. It is the Resource Nurse’s responsibility to schedule their required minimum number of shifts by no later than the twentieth (20th) of the preceding month. Such changes and additions shall be finalized upon the posting of the schedule.

8.5.5 Final posting. Final schedules will be posted on the twenty-first (21st) of the month.

8.5.6 Alteration of schedule. After a schedule is approved for each personnel category, a nurse’s schedule shall not be altered without his/her agreement. If mutual agreement cannot be reached, and the Hospital has no reasonable alternative to achieve the required level of staffing, the Hospital may require a nurse to work the revised schedule, providing that such additions may not
exceed the nurse’s regular position hours. Such changes in posted schedules shall be made among nurses on a rotating basis to the fullest extent possible. Any nurse who feels that the nurse has been improperly treated in this process may grieve such improper treatment.

8.5.7 Float pool scheduling options. In lieu of the posting of a master schedule for regular and short hour float pool unit nurses, pattern of days of work may vary each month on the basis of house-wide need with the prior consent of the nurse. As float pool positions become vacant or are created, the Hospital may post float pool positions for which the pattern of days of work varies each month, as long as such positions constitute no more than fifty percent (50%) of all float pool positions. Such posted schedule shall {1} consist of assignment limited to the nurse’s positioned shift, {2} assign weekend obligation to work in an equitable manner, {3} maintain the nurse’s positioned number of shifts per week, and {4} be posted on the first of the preceding month.

A float pool nurse may pre-arrange in writing with the hospital to allow variation of work day patterns on the posted work schedule, with or without specific standing day of scheduling requests. Such arrangement may be rescinded or amended by the nurse in writing a minimum of two weeks prior to the posting of the schedule. The float pool nurse's master schedule shall be considered their regular schedule for purposes of weekend compensation.

8.5.8 Flexible scheduling option. In lieu of the normal process of posting a master work schedule with a set pattern of days each work period, the Hospital may instead vary the work day pattern of scheduled shifts on the posted work schedule each month in each department for up to three (3) designated complementary (seven- (7-) day coverage) positions on day shift and three (3) designated complementary positions on evening shift. In no case will more than thirty-three and one-third percent (33-1/3%) of the bargaining unit positions in a department be designated as flexible schedules. The posted weekend schedule for these positions will not be altered without the nurse’s consent. Each position posting shall note that the position has a variable weekday pattern and specify an established number of hours per week. This scheduling option will only apply to
vacant or newly created positions. No nurse will be removed from their current pattern of days without their agreement.

8.6 Shift replacement. A nurse may have a pre-scheduled shift off by finding a qualified replacement to work providing that {1} the Hospital receives and acknowledges written notification not less than twelve- (12-) hours prior to the shift to be worked; and {2} no overtime or premium pay results from the schedule change, with the following exception: resource staff may not be utilized for such replacement without the nurse manager’s consent.

If the resource nurse has already met her/his resource obligation and there are no holes in the schedule on that day, the nurse manager must approve the trade. Shift replacement is not meant to circumvent a department’s normal procedure for requests for time off in advance of the regular schedule. Managers are not obligated to approve such trades in the event that the employee has failed to utilize the time off request procedure. If the employee has requested and been denied such time off through normal advance procedures or if the request is being made for a day on a schedule that has already been posted, the above will apply. Once approval has been granted it will not be rescinded.

8.7 Report pay. Nurses who are scheduled to report for work, and who are permitted to come to work without receiving prior notice that no work is available in their regular assignment, shall perform any nursing work to which they may be assigned and for which the nurse is qualified. When the Hospital is unable to utilize such nurse and the reason for lack of work is within the control of the Hospital, the nurse shall be paid an amount equivalent to four (4) hours times the straight time hourly rate plus applicable shift differential; provided that a nurse who was scheduled to work less than four (4) hours on such day shall be paid for the nurse’s regularly scheduled number of hours of work for reporting and not being put to work through no fault of the nurse’s. The provisions of this section shall not apply if the lack of work is not within the control of the Hospital, or if the Hospital makes a reasonable effort to notify the nurse by telephone not to report for work at least two (2) hours before the nurse’s scheduled time to work. It shall be the responsibility of the nurse to notify the Hospital of his/her current address and telephone number. Failure to do so shall preclude the Hospital from the notification
requirements and the payment of the above minimum guarantee.

8.8 Equitable offer of resource work. The Hospital shall attempt to provide equitable distribution of pre-scheduled resource shifts among qualified, available nurses.

8.9 Rotation of shifts. It is the policy of the Hospital not to rotate nursing shifts. However, if such rotation becomes necessary, the Hospital shall consult with the Association prior to implementation. If nurses feel that such decision to rotate shifts is arbitrary or without proper cause, they shall have access to the grievance procedure.

8.10 Floating (assignment to a non-home unit). When a need exists to cancel or place a nurse on standby status on one unit but add staff to another unit, a scheduled nurse shall be considered an option for that staffing need.

8.10.1 Hospital right to float. The hospital reserves the right to float a nurse if no other option is available, subject to 16.4.2 and 16.4.3. The Hospital will float qualified nurses prior to scheduling or working an agency nurse, subject to the following conditions. An agency nurse will be cancelled to allow a scheduled bargaining unit nurse to float when such cancellation does not violate the terms of the Hospital’s contract with the agency and the Hospital does not incur the expense of the agency nurse’s scheduled time. The Hospital will only utilize an agency nurse to perform the duties of a scheduled bargaining unit nurse who has been floated when reasonable efforts to avoid doing so have been unsuccessful.

8.10.2 Notification. The staffing office shall make every effort to contact a nurse being considered for floating when scheduled options are available (excluding the Float Unit) to determine if that nurse has a preference, i.e., cancel vs. float. Staff nurses are encouraged to keep the staffing office informed regarding their preferences prior to the possibility of such staffing adjustments. A nurse, including float pool nurses, can only float once during any given shift from their original home assignment, except a nurse who has been floated from their original home assignment for the day may always float back to her home unit for the remainder of their shift, if needed.

8.10.3 Equitable distribution. Float assignments shall be equitably distributed
among scheduled qualified nurses. Each nursing unit shall decide the method to assure that this rotation occurs.

8.10.4 Assignment completion. Whenever possible a nurse who is reassigned mid-shift (floated) shall be granted sufficient time to complete the nurse’s patient care assignment, including patient care documentation (charting) and patient report to the nurse assuming his or her patient’s care prior to being required to report for a new assignment in another nursing unit.

8.11 Charge Nurse scheduling and assignment. One qualified charge or relief charge nurse shall be scheduled and assigned to charge nurse duties at all times in each nursing unit on every shift, unless a Patient Care Coordinator is present on the unit and acting in a charge nurse capacity. When a charge nurse assignment needs to be made after final schedules are posted, a positioned charge nurse shall be utilized for charge assignment prior to a qualified relief charge, except when the charge nurse is scheduled on that shift above his/her master schedule.

8.12 Meal and rest periods. Nurses will receive an unpaid meal period of one-half (1/2) hour during their work shift and one (1) paid fifteen (15) minute rest period for each four (4) hours of work during their shift. Each unit shall maintain a written plan developed by the unit’s nurses and nurse manager to ensure that nurses are relieved for such purposes and that essential patient care needs are met during a nurse’s absence from the unit. With approval of the charge nurse, following consideration of patient care needs, one (1) rest period may be combined with the one-half (1/2) hour lunch break for a combined total of forty-five (45) minutes.

ARTICLE 9—COMPENSATION

9.1 Progression. All nurses shall advance from one (1) tenure step to the next in the following order: Eligibility for Steps 2, 3, 4, 5, and 6 occurs twelve (12) months after application of the prior step. Eligibility for Steps 7, 8, 9, 10, 11, and 12 occurs twenty-four (24) months after application of the prior step.

9.1.1 Progression after Expiration of the Contract. The Parties agree that, upon and after the expiration of this Agreement, there shall be no wage increases (subject to the text below relative to “step increases”) unless and until
the Parties agree to any wage increases, thereafter, in a written instrument signed by both Parties. However, “step increases” shall continue to be paid following the expiration of this Agreement. Nothing in this language precludes the Association from bargaining retroactive pay as a normal part of the bargaining process after the expiration of the Agreement.

9.2 Wage rates. Nurses covered by this Agreement shall be compensated at the wage rates set forth in Appendix A hereto, which is incorporated into and expressly made a part of this Agreement. All differentials will be paid based at Step 1 on wage schedule for the appropriate position, eight- (8-) / ten- (10-) or twelve- (12-) hour position respectively.

9.3 Credit for prior experience. A nurse with at least two (2) years of full-time experience in an acute care hospital, or experience applicable to the position for which hired prior to hire, will be started at not less than the applicable step indicated below:

2 out of last 4 years: Step 2
3 out of last 5 years: Step 2
4 out of the last 7 years: Step 3
5 out of the last 8 years: Step 4
7 out of the last 10 years: Step 5
10 out of the last 14 years: Step 6
15 out of the last 20 years: Step 7
18 out of the last 25 years: Step 8

9.4 Premium pay. Overtime and/or premium pay shall be paid for at the rate of one and one-half (1-1/2) times the straight time rate of pay, and shall be paid in the following instances.

9.4.1 Excess of standard shift. Work in excess of the duration of the nurse’s scheduled shift in each day, which is defined as a period commencing at the beginning of a nurse’s shift and terminating twenty-four (24) hours later.

9.4.2 Excess of standard work week. Work in excess of forty (40) hours in a one-week work period, or eighty (80) hours per two (2) week work period for nurses who are on an eighty (80) hour work period.
9.4.3 **Excess of ten-hour and twelve-hour shift.** Work in excess of ten- (10-) hour and twelve- (12-) hour pre-scheduled shifts provided the nurse and the Association have previously executed a written waiver of overtime after eight (8) hours. The Association shall respond to waiver requests within ten (10) days of receipt. Failure to respond in such time period shall be considered to be acceptance of such waiver by the Association.

9.4.4 **Missed meal period.** Work in excess of six (6) hours without a meal period until a meal period is obtained for eight (8) and ten (10) hour positions or seven (7) hours for twelve (12) hour positions, providing that the supervisor is notified prior to the completion of six (6) hours or seven (7) hours of work respectively and a supervisor signs the Kronos Exception form prior to the completion of the pay period. It is the goal of both parties that the meal period shall occur during the middle four hours of a nurse’s shift for all nursing units whenever practical. To the extent practical, meal breaks are uninterrupted time from the work environment, including any and all work-related phone calls, questions or charting. Should an employee feel that any work interruption to their meal period causes them to not receive a meal period as defined above, the employee may (a) return to work at the time of the interruption and fill out a Kronos Exception form stating they did not receive a meal period or (b) take a full meal break later in their shift. Should an employee choose to return to work as a result of an interrupted meal period, the above payment for overtime until the meal period is obtained will not apply. However, the employee will be paid for their missed meal period at the appropriate rate as required by law or daily overtime agreements.

9.4.5 **Holiday pay.** Holiday work as specified in Article 10.5.

9.4.6 **Following shift cancellation.** Work after a nurse’s scheduled shift has been canceled for a minimum of two (2) hours.

9.4.7 **Weekend off.** Work on a scheduled weekend off (or portion thereof) as defined in Article 8.3.

9.4.8 **Sixth and consecutive day.** Work in excess of five (5) days in a row, up to
a maximum of five (5) work days at a premium rate.

1. Minimum hours per day. For purposes of this provision, a day of work shall be defined as a minimum of four (4) hours of work.

2. Voluntary meeting exclusion. Self-scheduled voluntary in-services and/or nursing unit meetings shall not be considered time worked under this provision.

3. Extended standby. Nurses working pre-scheduled extended standby as defined in 9.16 shall be entitled to this provision. When pre-scheduled extended standby must be considered to qualify for this provision, the following definition of a day of work shall apply:
   a. A period commencing at 0700 and terminating twenty-four (24) hours later; and
   b. A minimum of four and one-half (4.5) cumulative hours.

9.4.9 Standby call-in. Work by nurses notified to report to work while on standby as defined in Article 9.16.

9.5 Premium pay duplication. There shall be no duplication of overtime payments for the same hours worked under any of the provisions of the Agreement, and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision, provided however that if more than one (1) provision is applicable, the higher rate shall apply.

9.5.1 Greater of consecutive day or standby. The above shall, in part, be interpreted to mean that hours worked from a standby status will be compared to the consecutive day premium pay calculation, and the greater of the two will be paid. OR, PACU, ENDO, and the Cath Lab are excluded from this specific application.

9.5.2 Exceptions.
1. **Holiday/consecutive day.** When a nurse works on a holiday and such work results in work in excess of five (5) consecutive days and/or hours in excess of eighty (80) in a two (2) week period, time and one-half (1-1/2) shall be paid for hours worked on the holiday and for hours in excess of five (5) days or eighty (80) hours;

2. **Missed meal.** Work in excess of six (6) hours without a meal period in accordance with article 9.4.4;

3. **Extended standby/consecutive day.** When pre-scheduled extended standby call-back hours are included in consecutive day calculations, such hours will be compensated at call-back rate, plus an additional maximum of three (3) consecutive work days shall be paid at a premium rate.

9.6 **Compounded premium pay.** No application of this Article shall be construed or interpreted to provide for compounded compensation of overtime at a rate exceeding time and one-half (1-1/2), except preferential pay treatment as specified in Article 9.18.

9.7 **Overtime authorization.** All overtime worked by a nurse shall be authorized in advance if possible, otherwise, the claim for overtime shall be subject to review. If it is not possible on the day overtime is worked to secure authorization in advance, the nurse shall record the overtime on the day overtime is worked, and the reasons therefore on a record made available by the facility, and given to the supervisor at the earliest opportunity.

9.8 **Shift differential.** Differential is paid at the nurse’s scheduled shift rate if the nurse works over into the next shift to complete the nurse’s scheduled shift. A nurse’s regular shift differential pay shall be included in Earned Leave, Bereavement Leave, Court Witness Leave, Mandatory In-service and applicable overtime hours worked.

9.8.1 **Evening rate of pay.** Nine percent (9%) of Appendix A Wage Schedule Step 1 rate per compensated hour according to 9.2 (1545–0015).

9.8.2 **Night rate of pay.** Fifteen percent (15%) of Appendix A Wage Schedule
Step 1 rate per compensated hour according to 9.2 (2345–0815).

9.8.3 **Longevity night shift differential:** Nurses employed for twelve (12) continuous months and that are currently in a night shift position shall be paid a night shift differential equal to twenty-two percent (22%) of Appendix A Wage Schedule Step 1 rate per compensated hour according to 9.2.

9.9 **Callback pay.** OR/PACU/ENDO/Cath Lab: Thirteen percent (13%) of Appendix A Wage Schedule Step 1 rate per compensated hour according to 9.2.

9.10 **Charge Nurse differential.** Ten percent (10%) of Appendix A Wage Schedule Step 1 rate per compensated hour according to 9.2. A Charge Nurse shall receive a Charge Nurse differential for all compensated hours according to 9.2.

9.11 **Relief charge differential.** Ten percent (10%) of Appendix A Wage Schedule Step 1 rate per hours worked in a charge capacity according to 9.2.

9.12 **Certification differential.** Nurses who obtain and maintain a nationally recognized certification shall receive $1.00 per hour. No additional differential is allotted for more than one (1) certification. It is the nurse’s responsibility to provide documentation of certification to the Hospital. An approved certification list shall be established by mutual consent between the PNCC and the CNO or designee, and shall be updated on an annual basis.

9.13 **Weekend differential.** A nurse who works during a weekend, defined as the calendar days of Saturday and Sunday, shall receive $2.00 per hour worked in addition to the nurse’s regular rate of pay. Weekend differential shall not apply for hours worked or scheduled during an Extended Standby as defined above.

9.14 **Short notice differential.** During the monthly work period, a regular or short hour nurse who voluntarily accepts an additional assignment at straight time or time and a half within twenty-four (24) hours of the time to be worked shall receive thirty-two dollars ($32.00)/eight- (8-) hour shift, or part thereof, forty dollars ($40.00)/ten- (10-) hour shift, or part thereof, and forty-eight dollars ($48.00)/twelve- (12-) hour shift, or part thereof, in
addition to the pay to which the nurse is otherwise entitled. Nurses who are already working and agree to work over into the next shift will be paid the applicable rate of overtime/premium pay for such hours and are not entitled to short notice differential. Nurses who accept a double time assignment are not entitled to short notice differential.

**9.15 Pay in lieu of benefits.** Nurses working less than twenty (20) hours per week and not earning the employee benefits of Earned Leave, and Medical/Dental, Life, and Long Term Disability Insurance, shall receive an additional thirteen percent (13%).

**9.16 Standby/on-call.** On-call compensation shall be paid when the Hospital requires a nurse to remain available to report for work on short notice if notified by the Hospital. Pre-scheduled extended standby is assigned standby scheduled by routine posting that does not result from daily low census staffing assignment. In all cases, a short-term staffing need of less than two (2) hours may be filled by that unit’s patient care coordinator, assistant nurse manager, or nurse manager, or with a qualified nurse who is currently working a shift on that unit or on a different unit during the period of the short-term staffing need.

**9.16.1 Rate of pay (applies to all Units in Hospital).** Twenty dollars ($20.00)/four- (4-) hour shift increment. Holiday rate is thirty dollars ($30.00)/four (4) hours. A nurse on assigned extended first call standby for more than sixty-four (64) hours in a four-week schedule cycle shall receive one and one-half (1-1/2) times this rate (thirty dollars [$30.00]/four (4) hours and forty-five dollars [$45.00]/four (4) hours on holidays) for all scheduled first call standby hours in excess of sixty-four (64). Additional hours of first call extended standby that a nurse requests or voluntarily accepts from a co-worker do not qualify for the time and one-half (1-1/2) standby pay rate. A nurse who accepts a first call extended standby assignment within twenty-four (24) hours of the time the standby is required will be paid at the time and one-half (1-1/2) rate of standby pay for that additional first call extended standby assignment.

**9.16.2 Call in report pay/Travel time.** Nurses notified to report for work while on standby shall receive standby pay plus time and one-half (1-1/2) for hours worked including up to thirty (30) minutes round trip travel time.
9.16.3 Minimum work guarantee. The nurse shall be guaranteed a two (2) hour minimum payment once the nurse reports for work. If called in to work when less than two (2) hours remain in the shift, a nurse may, but is not required, to work beyond the scheduled shift in order to receive two (2) hours of pay.

9.16.4 Reassignment to alternate unit. The House Coordinator will be responsible for reassignment of the nurse should work not be available in the department for which the nurse was on standby. This reassignment shall not be applicable to nurses called into work during the eight (8) hour period immediately preceding a scheduled shift, and/or nurses scheduled for pre-scheduled extended standby.

9.16.5 Altered standby status. Nurses on standby status who are subsequently notified at least thirty (30) minutes prior to their scheduled shift that they will be required to report for work at their normally scheduled starting time shall receive no standby pay but otherwise receive the pay treatment specified in 9.16.2.

9.16.6 Rest period. When a nurse has been called back to work during the eight (8) hour period immediately preceding a scheduled shift, the Hospital will provide a requested rest period and/or adjusted work schedule whenever possible.

9.17 Cancelled shift pay. Nurses requested to work after their scheduled shift has been canceled shall receive time and one half (1-1/2) for a minimum of two (2) hours. If a nurse is canceled and no reasonable attempt is made to notify the nurse before the start of the next shift that the nurse would have worked otherwise, the nurse shall receive four (4) hours pay in accordance with the provisions of this section.

9.18 Equal application of preferential pay. Preferential pay is when the Hospital agrees to fill an immediate staffing need by compensating a nurse at a rate of pay in excess of the rate the nurse is otherwise entitled to by contract; it does not include standby/on-call with subsequent call-in if no immediate need is known at the time it is scheduled. In the event any nurse works a shift for which the nurse is not pre-scheduled and receives preferential treatment of the nurse’s hourly wage, then all other nurses also not pre-scheduled and working the same shift and unit shall receive an equal
premium (i.e., one and one-half (1-1/2) time or double time of base pay).

**9.19 Preceptor pay.** An additional four and one-half percent (4.5%) will be paid per hour for hours worked in a preceptor capacity according to 9.2.

**9.20 Advanced education pay.** Nurses who hold advanced nursing degrees will be compensated annually as follows for the highest degree held. It is the responsibility of the nurse to provide the Hospital with documentation of his/her degree.

1. **BSN:** Nurses shall receive two percent (2%) of Step 1 of their applicable scale for all hours worked in addition to the nurse’s regular rate of pay according to 9.2.

2. **MSN:** Nurses shall receive three percent (3%) of Step 1 of their applicable scale for all hours worked in addition to the nurse’s regular rate of pay. according to 9.2

**ARTICLE 10—EARNED LEAVE**

**10.1 General provision.** Earned Leave is the Hospital’s method of providing scheduled paid time off for eligible employees to meet their need for absence from work. Earned Leave is a consolidation of, and in lieu of, Sick Leave, Holidays, and Vacation which shall no longer accrue or be payable.

**10.2 Eligibility.** All nurses in regular positions of twenty (20) hours or more per week are eligible to accrue Earned Leave on a pro-rated basis.

**10.3 Accrual pro rata formula.** Earned Leave is accrued on a pro rata basis each pay period based on the following calculation: Actual hours compensated multiplied by the applicable factor listed below based on years of service (which also includes hours cashed out pursuant to this Article). Actual hours compensated means hours worked and paid benefit hours.

**10.3.1 Accrual rates.** Eligible employees shall accrue Earned Leave as follows:
<table>
<thead>
<tr>
<th>No. of Years</th>
<th>No. of Days</th>
<th>Accrual Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st thru 12th month</td>
<td>0–1</td>
<td>23</td>
</tr>
<tr>
<td>13th thru 36th month</td>
<td>1–3</td>
<td>27</td>
</tr>
<tr>
<td>37th thru 84th month</td>
<td>3–7</td>
<td>31</td>
</tr>
<tr>
<td>85th thru 144th month</td>
<td>7–12</td>
<td>35</td>
</tr>
<tr>
<td>145th month thru 180th month</td>
<td>12–15</td>
<td>39</td>
</tr>
<tr>
<td>181st month and up</td>
<td>15 and up</td>
<td>40</td>
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</tbody>
</table>

10.3.2 **Standby formula.** In addition to the above rate, Earned Leave shall accrue on assigned standby calculated on the basis of one-half (1/2) hour of work per four hours of assigned standby, computed at the nurse’s regular Earned Leave rate of accrual.

10.3.3 **Maximum accrual.** Employees may accrue up to a maximum of two years’ full-time accrual of Earned Leave (2 x display of days in this section). All accrued days in excess of this limit shall be paid directly to the nurse, subject to the policy on cash out of Earned Leave, or upon request shall be deposited in the employee’s Extended Illness Bank.

10.4 **Use of Earned Leave**

10.4.1 **Availability of Earned Leave.** In order to assure that all bargaining unit nurses have a fair opportunity to receive the vacation intended by this provision, the Hospital and Association agree as follows:

1. **Minimum usage.** Full-time nurses are encouraged to take a minimum of ten (10) days of Earned Leave each year in the form of vacation.

2. **Weekend usage.** Nurses are encouraged to limit the number of vacation requests that involve weekends only. During the summer prime time period, nurses may not be granted more than three (3) scheduled weekends of Earned Leave off. During the rest of the calendar year, nurses may not use Earned Leave to alter their scheduled pattern of
weekend work shifts covering a period of time greater than six (6) consecutive weeks. The Hospital may, however, grant additional weekend shifts off to accommodate a nurse’s educational program or other special, non-recurring circumstance based on the criteria in Section 10.4.3.

10.4.2 Application. Earned Leave may be used as soon as it is earned in accordance with the provisions of this section, except that time off for vacation purposes may not be taken until successful completion of six (6) months of service. A minimum of two (2) full and/or part-time nurses per unit and shift with master schedules of six (6) or more nurses shall be granted Earned Leave time and/or education days (Article 16.1.1) off on each scheduled day of work. The number of nurses off shall be a minimum of one (1) full and/or part-time nurse per unit and shift with master schedules of five (5) or fewer nurses. Vacant positions are not to be counted in calculating the minimum numbers described above. Leaves of absence of less than ninety (90) consecutive calendar days duration shall be counted in calculating the minimum numbers described above. The Hospital shall provide the Association, on a quarterly basis, with the name(s) of any nurse(s) who are denied such time off due to the counting of such leaves of absence in calculating the minimum numbers described above. Any nurse who is denied such time off due to the counting of such leaves of absence in calculating the minimum numbers described above shall be granted such time off at a time mutually agreeable to the Hospital and the nurse within ninety (90) days of the denial of such time off.

1. Short Stay. The Short Stay nursing unit shall be considered to have one (1) shift for purposes of this provision.

2. PACU. The PACU shall allow one (1) nurse off each day.

10.4.3 Procedure. Requests for scheduled Earned Leave, including Birthday holiday, must be submitted to the Staffing Coordinator by the first (1st) of the month preceding the month in which the Earned Leave is requested. When a nurse requests Earned Leave on the following month’s schedule, she/he must have sufficient Earned Leave accrued and present in her/his Earned Leave Bank to cover the time off being requested. When a nurse requests Earned Leave that
will occur after the following month’s schedule and up to six (6) months prior to the requested time off, her/his Earned Leave Bank balance and accrual rate must be sufficient to project that Earned Leave will be available to cover the time off requested. Requests for Earned Leave will be given preference based on the date received except that two requests received on the same day shall be decided by seniority. Requests shall be granted or denied based on the Hospital's ability to adequately staff departments and will be granted if staffing levels permit. Such granting or denial shall be made in writing as soon as possible, but in no event longer than ten (10) days from the date of the request. Lack of notification of a vacation request may be appealed in accordance with the expedited grievance process set forth in Section 7.5. Requests for time off will not be considered earlier than six (6) months in advance regardless of the date they are submitted. All requests submitted earlier than the first of the month preceding the sixth month in advance of the month in which the Earned Leave is requested shall be considered as being submitted on the same date. To be considered, fifty percent (50%) or more of the Earned Leave request must fall within that month which is being identified for this early scheduling. When approved and scheduled, the hours will be entered into the time and attendance system as Earned Leave for the pay period in which the Earned Leave will be used.

10.4.4 Short hour nurses. Short hour nurses not on benefits will be granted an unpaid vacation of up to thirty (30) calendar days each year.

10.4.5 Requests during work period. Requests for scheduled Earned Leave submitted after the first (1st) of the month shall be considered for reasons the employee was unable to anticipate prior to the first (1st) of the month. Such requests shall be considered on their merits and upon the Hospital's ability to adequately staff departments.

10.4.6 Unscheduled Earned Leave. Requests for unscheduled Earned Leave (absences initiated on a day the employee is scheduled to work) should be made only for employee illness or injury, or an emergency situation beyond the employee’s control. An employee making such request may be required to
provide proof of inability to report to work. Such requests should be made as soon as the employee becomes aware of the problem or at least two (2) hours before the shift starts, if possible. Employees are cautioned to use this form of Earned Leave in strict conformance with these guidelines as repeated, chronic, or improper use of unscheduled Earned Leave is cause for progressive discipline including discharge. It is not required that Earned Leave be used for requests granted two (2) hours prior to the start of a shift (“Off If Possible”).

10.4.7 Unpaid and combination requests. Requests for unpaid time off will be considered at the time the monthly schedule is made out after requests for Earned Leave and requests for time off for short hour nurses without benefits have been satisfied. Earned Leave requests may be submitted in combination with requests for unpaid time off, but such requests will not be granted during the prime time periods. Such requests shall be subject to the provisions of 10.4.3. The unpaid time off portion of such requests (for shifts the nurses otherwise would have been scheduled) shall not exceed fifty percent (50%) of the paid Earned Leave time requested to receive the same preferential treatment as other Earned Leave requests. Nurses may take no more than ten (10) scheduled days each calendar year as unpaid time off in combination with Earned Leave.

10.4.8 With Workers’ Compensation. Employees may utilize Earned Leave to supplement Workers’ Compensation up to the amount of pay received from regularly scheduled hours of work.

10.4.9 Cashout. An employee may elect to cash out up to one hundred (100) hours of their projected calendar year accrual of Earned Leave at one hundred percent (100%) subject to the following terms and conditions:

1. A balance of forty (40) hours must be retained in the employee’s Earned Leave Bank.

2. The election must be made during the month of October for Earned Leave to be accrued in the upcoming calendar year.

3. The employee must designate when they wish to receive their
Earned Leave cashout(s) during the upcoming year in October.

4. The election is irrevocable.

5. An employee who does not declare such election and later decides to cash out Earned Leave shall be cashed out at eighty-five percent (85%).

10.4.10 Following termination notice. Earned Leave cannot be used during the termination notice period.

10.5 Holidays.

10.5.1 Definition. If an employee is scheduled or requested by the Hospital to work on any of the following holidays, the nurse shall be paid time and one half (1-1/2) the nurse’s base hourly rate including applicable differentials for hours worked on such holidays.

New Year’s Day  Labor Day
Memorial Day  Thanksgiving Day
Independence Day  Christmas Day

10.5.2 Scheduled rotation. The Hospital schedules time off for Thanksgiving Day, Christmas Day and New Year’s Day on a rotating basis.

10.5.3 Birthday. A nurse’s birthday shall be granted off if requested as outlined in 10.4.2. If this request cannot be accommodated by the Hospital, all hours worked on the nurse’s birthday shall be paid at one and one-half (1-1/2) times the nurse’s base rate of pay. If able to grant, the nurse may take leave without pay or use Earned Leave.

10.5.4 Resource nurse schedules. Resource nurses will be assigned a position letter A or B and will be required to work either Christmas or Thanksgiving. A’s will work Thanksgiving Day; B’s will work Christmas Day. This will be rotated annually. They shall be cancelled or placed on-call prior to other nurses upon
10.6 Extended Illness Bank.

10.6.1 Definition. Accrued but unused Sick Leave benefits will constitute an Extended Illness Bank for employees with such accrued hours on the date of implementation of this benefit and discontinuance of Sick Leave accrued. Except as described below, employees have no vested interest in accumulated Sick Leave.

10.6.2 Use. Extended Illness Bank hours may be used starting with the first (1st) scheduled work day the employee is absent due to employee hospitalization, and starting with the third (3rd) scheduled work day that the employee is absent due to non-hospitalization employee illness or injury. In the event that non-hospitalized illness continues for five (5) or more calendar days, the first two (2) days of such time shall be compensated from the Extended Illness Bank at the request of the nurse.

10.6.3 With Earned Leave. Extended Illness Bank hours may not be used during periods of Earned Leave.

10.7 Absences With Pay.

10.7.1 Bereavement. When a death occurs in the immediate family of a regular or short hour nurse, or a resource nurse who was pre-scheduled on the requested days of the leave, the nurse shall be entitled to a leave of absence as necessary of up to three (3) days with pay. If the nurse must travel out of state to attend a funeral service, memorial service, or similar event for the deceased family member, he/she shall be entitled to a leave of absence as necessary of up to four (4) days with pay. Immediate family is defined as spouse, spousal equivalent, children, parents, brothers, sisters, parents of spouse, grandparents, grandchildren, and other relatives residing in the same household as the nurse.

10.7.2 Jury duty. A nurse called for jury duty will be excused from work on days which the nurse serves and shall receive for each day of jury service, the difference between the nurse’s regular straight time day’s pay and the amount of
jury pay. The nurse must show proof of jury service, and the amount of jury pay. The nurse must call into work if three (3) or more hours of the nurse’s shift remain at the end of jury service for the day, unless jury service was a complete service day. A nurse on jury duty shall be considered scheduled for day shift, Monday through Friday.

10.7.3 Court witness. Nurses who are subpoenaed to appear as a witness or to submit a deposition in a job-related court case, where the nurse is not a party adversary, during their normal time off duty, will be compensated for the time spent in connection with such activity in accordance with the applicable rate of pay. Any court witness pay will be assigned to the Hospital.

ARTICLE 11—LEAVES OF ABSENCE WITHOUT PAY

11.1 General provisions. Nurses with at least twelve (12) months of continuous service may request a leave of absence without pay for a period of up to an aggregate total of twelve (12) months when combined with a paid leave for the following reasons, and under the following conditions. Such requests may be granted at the discretion of the Director of Nursing or appropriate Vice President.

11.2 Types of leave. Requests for leaves may be granted for the following reasons:

1. Education (profession related).
2. Family Medical Leave *
3. Other (travel, care for family members, emergency, etc.)
4. Military

* Such requests shall be granted on the advice of a qualified physician and the duration of such leave shall be determined on the basis of medical need. An extension of such leave for any other reason shall be determined on the basis of category three (3) above.

11.3 Denial of leaves. Requests for leaves may be denied for the following reasons, consistent with state and federal law:

1. Inability to maintain proper staffing levels
2. Inability to obtain qualified replacement
3. Inadequate notice of intent to take leave
4. Repeated use of leave of absence
5. Lack of merit in request

11.4 Notice and duration of leave. Except in situations not possible to anticipate, nurses must submit their requests for leave to the Hospital three (3) months in advance of such leave. Nurses must give at least thirty (30) days’ notice of return. A definite return date must be agreed upon prior to the start of such leave unless circumstances make such commitment impossible.

11.5 Reinstatement rights. A nurse returning from a leave of ninety (90) days or less including Sick Leave and Earned Leave, shall return to the nurse’s former position. A nurse returning from a leave in excess of ninety (90) days, including Sick Leave and Earned Leave, shall return to the first available position for which the nurse is qualified, and shall be given preference over other bidders on position openings on the nurse’s former shift until the nurse is offered a position on the nurse’s former shift that provides the number of hours in the nurse’s former position.

11.6 Seniority/benefit accrual. The accrual or payment of all benefits, and the accrual of seniority, shall cease at the start of unpaid leaves. Benefits and seniority accumulated prior to such leave shall not be forfeited.

11.7 Insurance/Association fees. Nurses on unpaid leave must pay the required premiums for group insurance, beginning the first of the month following the start of the leave, in order for such coverage to continue during the leave, and must pay Association dues in order to remain a member.

11.8 Family and Medical Leave.

11.8.1 Administration. Family, pregnancy and medical leaves of absence will be administered by the Hospital consistent with applicable state and federal laws. It is the intent of the parties that the provisions of this Article shall be consistent with these statutes and any conflicts in the administration, application or interpretation of these provisions shall be resolved by the application of the relevant leave statute.
11.8.2 Insurance continuation. A nurse shall have the option to maintain participation in group insurances for up to twelve (12) weeks during family/parental or a medical leave of absence by requesting that each pay period twenty (20) hours/week be credited against the nurse’s earned leave bank for the duration of this type of paid leave. It is the nurse’s option to utilize Earned Leave hours in excess of this minimum during this time period.

This type of leave shall not be subject to 10.4.6 and shall be granted on the same basis as an unpaid leave.

11.9 Workers’ Compensation. In the event of a leave of absence caused by an injury for which the nurse has received Workers’ Compensation benefits, in lieu of the provisions in this Article, the nurse’s leave, and position return rights shall be determined by applicable Oregon State Statute.

ARTICLE 12—SENIORITY AND LAYOFFS

12.1 Seniority. Seniority shall mean length of continuous service with the Hospital from the employee’s original date of hire in a position covered by this Agreement, excluding unpaid leaves of absence.

12.1.1 Service outside bargaining unit. Previously accrued seniority shall be maintained. Accrual of bargaining unit seniority shall continue but be limited to a period of six (6) months from date of transfer when a registered nurse accepts a non-bargaining unit position.

12.1.2 Loss of seniority. An employee shall lose all seniority rights for any one or more of the following reasons:

1. Voluntary resignation or retirement, unless re-employed within three (3) months. Refusal to rehire shall not be subject to the grievance procedure.

2. Discharge for just cause.

3. Failure to return to work within ten (10) days after being recalled from layoff by registered mail, return receipt requested, unless due to
actual illness or accident.

4. Leave of absence for a continuous period of more than one (1) year, except Workers’ Compensation injuries.

5. Layoff for a continuous period of more than two (2) years.

12.1.3 Earned Leave placement. A non-bargaining unit employee who enters the bargaining unit shall be credited for total years of service at the Hospital for purposes of Earned Leave accrual step placement.

12.1.4 Seniority reinstatement. Any non-probationary, non-temporary nurse who terminates from employment in the Hospital bargaining unit and is rehired by the Hospital to a position covered by this Agreement within a period of less than one (1) year from the date of termination will be returned to at least the nurse’s same wage as prior to termination and have his/her seniority restored. Earned Leave accrual step will not be restored if the nurse had terminated Hospital employment.

12.2 Low census daily staffing adjustments. The percentage system for low census rotation will be utilized for all nurses without regard to shift duration. The percentage used for comparison between nurses shall be established prior to the beginning of the nurse’s shift.

In the event a staffing adjustment is needed which would result in the cancellation of any part of the first portion of the shift of an eight- (8-) hour, ten- (10-) hour or twelve- (12-) hour shift nurse, the percentages of all currently working nurses who may be sent home in lieu of such cancellation will be compared with the nurse who is scheduled to report to work to determine whether the currently working nurse will be sent home or whether the nurse scheduled to come in will be called off for the first portion of their shift.

12.2.1 Percentage rotation system general provisions. A percentage rotation system for assigning nurses work cancellations and the designation of standby status shall exist as outlined herein. This system will apply to all bargaining unit
nurses (RNs and LPNs) with a master schedule. This system shall be applied in a uniform manner to assure the fair distribution of available work.

1. **Effect on ability to staff.** At no time will this method of staffing adjustment adversely affect the Hospital’s ability to staff departments with qualified nurses. The Hospital may deviate from the low census rotation system in consideration of the differences in RN and LPN standard and scope of practice qualifications only when necessary to maintain qualified staff for patient care.

2. **Irregular shift application.** Application of the percentage rotation system to irregular shift start and stop times shall be as currently established, or for new position schedules, as mutually agreed upon between the Association and the Hospital.

3. **Nurse responsibility/procedure.** Each nurse shall be responsible for {1} the nurse’s own percentage calculation for each worked shift and the recording of this figure on the percentage worksheet, {2} indicating on this record the reason for scheduled time off from the nurse’s master schedule, i.e., vacation (V), request time (R), education (E), etc., and {3} indicating on this record by marking with an “X” days not on the nurse personal master schedule. Non-compliance with this provision for a period of seven (7) consecutive days shall result in the subject nurse being placed on low census cancel or standby on the nurse’s next scheduled day and all subsequent days until the nurse’s percentage is updated.

4. **Supervisory responsibility/procedure.** On a daily basis the Assistant Nurse Manager, Charge Nurse, or their designee, shall be responsible for {1} overseeing that ratios and percentages are being calculated correctly and recorded appropriately on their shift, {2} recording unscheduled loss of work by each nurse on the percentage worksheet when the nurse is absent from work. ( Unscheduled loss includes illness (I), family emergency (FE), etc.), {3} assessing individual non-compliance with this provision, specifically whether a nurse has not completed and recorded the nurse’s percentage properly for the period of seven (7)
worked days specified above, and {4} conveying percentages and/or penalty cancellations to the nursing supervisor.

The nursing supervisor shall obtain from the nursing units percentages for determination of staff cancellations and/or standby assignment prior to scheduling adjustment. The supervisor shall be responsible for recording and obtaining float unit nurse unscheduled loss of work percentage calculations.

5. **Separate unit application.** For the purpose of this Article, each nursing unit shall be considered a separate department and home unit with the exception of mid-shift assignments that involve the Float Unit (as noted below).

6. **Non-RN staff.** The Hospital and the Association recognize the desirability of minimizing the displacement of RNs by non-RN staff.

7. **Low census/standby Earned Leave use.** A nurse may choose to use accumulated Earned Leave hours on days that are cancelled or placed on standby due to low census.

8. **Responding to increases in patient census or acuity.** Each department will ensure that its written staffing plan provides for the use of standby assignments or other reasonable accommodations whenever a nurse is placed in low census, so the department can be prepared for increases in patient census or acuity later on.

**12.2.2 Order of cancellation/standby—prior to shift.** Prior to the start of the shift when adjustments are necessary, such reduction or assignment of standby shall take place in the following order:

1. Nurses receiving premium pay.

2. Nurses eligible for premium pay on a consecutive weekend shift which is in addition to the nurse’s regular scheduled weekend.
3. Volunteers who have notified the Hospital at least two hours prior to the start of their shift requesting “off if possible” (OIP), “off if possible, standby if not off” (OSIP), or “standby if possible” (SIP).


5. Nurses scheduled into a unit other than their home unit by seniority.

6. Nurses scheduled in excess of their personal master schedule on their home units by seniority.

7. Nurses scheduled their regular master schedule shifts by the percentage rotation system.

8. Float unit nurses work prior to floated nurses.

Refer to During Shift priority of cancellation for assignment of partial shifts (below).

12.2.3 Order of cancellation/standby—during the shift. Reducing nursing hours after a shift has begun shall be initiated by the Charge Nurse on duty. Such reduction shall take place in the following order:

1. RNs receiving premium pay, scheduled above their master schedule, by seniority.

2. Volunteers by request following the start of the shift. Each nursing unit shall decide the method of this request procedure.

3. Resource nurses by seniority.

4. Nurses floated into a unit other than their home unit by seniority.

5. Nurses working above their personal master schedule by seniority.
6. Nurses working their master schedule shift by beginning-of-the-shift percentage.

7. Float Unit nurses will be in one of the last two (2) categories above.

12.2.4 Procedure and percentage calculation method.

1. **Hours worked/hours scheduled.** When scheduled for a shift that is to meet the nurse’s master schedule, the nurse shall add their number of scheduled hours on the “hours scheduled” line. The hours actually worked during that shift will be entered on the “hours worked” line. Percentages will result from hours worked divided by hours scheduled, rounded to the nearest full percent.

   The beginning-of-the-month ratio is determined by the previous month’s ending percentage. “Hours worked” (the numerator) is always the nurse’s ending percentage from the previous month; “Hours scheduled” (the denominator) is entered as “100.”

2. **First cancelled.** When the percentage rotation system is utilized to determine work hours reductions, the nurse whose ratio of hours worked to hours scheduled is the highest, that is whose ratio is closest to “one” (1/1 or 100%), will be the first cancelled or assigned to standby status. The next nurse cancelled or assigned standby status shall be the nurse whose ratio is the next closest to one, etc.

3. **Percentage change due to OIP/SIP and absences.** Master Schedule Low Census OIP/Low Census SIP; Scheduled/Unscheduled Absences. When a nurse is granted low census OIP/SIP, or is cancelled or placed on standby by percentage, these hours lost will be used in the calculations and result in a lowered percentage. Any other scheduled absence (vacation, LOA, request days, etc.), cancellations of days in excess of a nurse’s master schedule, or unscheduled absence (illness, family emergency, etc.) shall not affect the nurse’s percentage. The percentage is frozen and carried to the next scheduled personal master
4. **Effect of extra scheduled shifts.** Hours that a nurse is scheduled above the nurse’s personal master schedule are not entered into the percentage rotation system calculation. These hours include extra shifts that are self-scheduled, high census shifts/hours, and/or overtime hours.

5. **Seniority tiebreaker.** When there exists a situation in which percentages are unavailable (excluding Resource nurses), or when percentages are tied, then seniority shall be the determining factor. The junior nurse will be cancelled or assigned standby status prior to the senior nurse.

6. **Float Unit calculation.** The Float Unit will be considered a separate nursing unit with its own percentage rotation system for low census staffing. A Float Unit nurse shall not displace another nurse from those shifts that the nurse is scheduled to work to fulfill his or her personal master schedule. However, Float Unit nurses will work before a nurse who could be floated to another unit.

Nurses scheduled above their personal master schedule shall be cancelled or placed on standby status prior to Float Unit nurses working their personal master schedule.

If a Float Unit nurse and a nurse scheduled in a unit where the float nurse is qualified to work are both scheduled above their personal master schedule, seniority shall be utilized for assignment.

Standby and low census cancellation shall be assigned to a qualified scheduled Float Unit nurse prior to a full-time, part-time, or short-hour nurse from another nursing unit, except when a Float Unit nurse’s percentage of time worked is below seventy-five percent (75%). When this occurs, the Float Unit nurse will have the option of working in place of a nurse with a higher percentage scheduled in a unit on which the Float Unit
nurse routinely works, providing the nurse being displaced has a percentage higher than that of the Float Unit nurse. If more than one nurse in the unit(s) on which the Float Unit nurse routinely works has a higher percentage than the Float Unit nurse, the Float Unit nurse must displace the nurse with the highest percentage. A Float Unit nurse who displaces a scheduled nurse in this manner will assume the work schedule of the nurse they are displacing.

For purposes of mid-shift cancellation or standby only: once a Float Unit nurse has been assigned to a nursing unit that unit becomes the nurse’s home unit and the nurse’s percentage or seniority is compared to these nurses.

7. **Charge and Relief Charge Nurse calculation.** A Charge or a Relief Charge Nurse, when assigned as a Charge Nurse for a specific shift and nursing unit, shall not be cancelled or placed on standby status except {1} when scheduled above the nurse’s master schedule or {2} when relieved of his or her Charge Nurse duties. All of the nurse’s hours worked shall be included in the percentage rotation system.

During periods of low census Charge and Relief Charge Nurses shall be encouraged to share available charge work hours.

8. **Assignment to a non-home unit (floating).** If at any time there are equivocal situations involving more than one nursing unit and assignments need to be made house-wide, seniority shall be utilized for assignment.

9. **Schedule exchanges or substitutions.** Since exchanges result in an equal number of shifts to the nurse’s original personal master schedule then, for purposes of cancellation of standby, an exchange shall be considered equivalent regardless of the specific days of the week actually worked. Substitutions result in an added shift above the nurse’s personal master schedule and will be treated accordingly.
10. **Professional development days.** Professional Development Days shall not affect the nurse’s percentage.

11. **Preceptors.** The RN Preceptor, as defined in the Position Posting and Filling Vacancies Article, shall be exempt from the cancellation/rotation system for those shifts during which the nurse is assigned with the orientee, however this work shall be included in the nurse’s percentage calculation.

12. **Low census errors.** A nurse who loses a shift of work through cancellation or being placed on standby due to staffing/management error, and who reports such error within seven (7) calendar days, shall be offered equivalent replacement hours of bargaining unit work on the nurse’s regular shift, or other mutually agreed upon time, providing such arrangement does not deny scheduled work to a full-time, part-time or short-hour nurse. In the event that bargaining unit work is not available within fourteen (14) calendar days of the date that the error was reported, a mutually agreed upon alternative work assignment shall be arranged.

12.3 Layoff and recall.

12.3.1 **Order.** When a layoff of nurses is necessary, it shall occur in the order of Hospital-wide seniority providing each remaining senior nurse is qualified to perform the work in the position in which the nurse is placed during the layoff. Resource nurses are not included in the layoff procedure.

12.3.2 **Procedure.** If the Hospital determines that a permanent or prolonged reduction in personnel is necessary within one or more seniority pools, the following shall occur:

1. A determination by the Hospital shall be made regarding the number of hours to be eliminated in each seniority pool.

2. The number of positions to be eliminated within each seniority pool shall be determined. The nurses who occupy those positions shall be identified by inverse house-wide seniority and shall be notified of the
elimination of their positions.

3. The nurses identified and notified pursuant to paragraph 2 above may choose, in order of house-wide seniority, {a} to displace the least senior nurse in any seniority pool within the affected nursing unit, provided the displaced nurse is less senior than said nurse, {b} to displace the least senior nurse house-wide, or {c} to fill an open position in the bargaining unit.

4. Nurses displaced pursuant to paragraph 3 above shall have the right, in order of their house-wide seniority, {a} to displace the least senior nurse in any seniority pool within the affected nursing unit, provided the displaced nurse is less senior than said nurse, {b} to displace the least senior nurse house-wide, or {c} to fill an open position in the bargaining unit.

5. If the elimination of positions outlined herein results in unfilled hours in the affected unit, those hours, in the following order, {1} shall be offered in order to seniority to nurse(s) having experienced a reduction or elimination of position hours, {2} shall be offered to remaining nurses in the seniority pool on a seniority basis, and {3} may be posted as a new position.

6. All nurses must be qualified to perform the essential functions of the position they are to assume without training, excluding orientation.

7. All nurses on the same shift within the same nursing unit shall constitute a seniority pool. A layoff shall consist of an elimination of a nurse’s position.

12.3.3 Notice. Where possible, the Hospital shall provide at least fourteen (14) calendar days’ advance notice to nurses identified in accordance with 12.3.2. The Hospital will also give the Association written notice prior to instituting such action. The Hospital will meet with the Association, upon request, to discuss such
12.3.4 **Performance of remaining work.** The work remaining post-layoff shall be performed by currently employed nurses until the Hospital determines that recall shall be initiated. Temporary, supervisory, contract, and resource nurses shall not be utilized to perform work on a regularly scheduled basis that could be performed by a nurse on layoff status who is qualified for and interested in being recalled for such work.

12.3.5 **Benefits and seniority.** Laid off nurses shall cease accumulation of seniority and accumulation and payment of benefits at the start of the layoff period. Previously accumulated Earned Leave will be cashed out. Accrued Sick Leave shall be maintained for future use in the event the employee returns to a benefit status.

12.3.6 **Recall.** Nurses shall have reemployment rights in reverse order of layoff.

1. **Open position notice/application.** As positions become available, they will be posted in-house for a seven (7) day period. In addition, nurses on layoff may request, in writing, to receive a copy of all posted positions in the mail. Nurses on layoff may apply for any open position for which they are qualified. The position will be filled according to the provisions of 13.3. A nurse shall be removed from the layoff list upon obtaining a position within the Hospital.

2. **Hiring freeze.** Nurses outside the Hospital shall not be employed for a vacancy in the bargaining unit if there is a nurse on the layoff list with the required experience and qualifications and is willing to accept the position.

3. **Contact update requirement.** It shall be the responsibility of the nurse who has been laid off to provide the Hospital with the current telephone number and/or address where the nurse may be reached.

4. **Recall/reemployment rights.** In the event there is an open
position for which there has been no applicant from the currently employed nurses (including those on layoff), the most junior qualified employee on the layoff list will be contacted and offered the position. If such nurse refuses to accept this position or another open available position, the nurse shall be removed from the layoff list and shall forfeit all re-employment rights. However, if such award would result in the loss of insurance benefits that the nurse was entitled to in the nurse’s position held immediately prior to layoff, the nurse shall not be removed from the layoff list and shall retain re-employment rights.

5. **Reemployment limit.** Nurses shall no longer be considered on layoff status after a two (2) year period has elapsed. At this time, all nurses remaining on the layoff list who are not working in some capacity at the Hospital shall forfeit re-employment rights.

12.3.7 **Nursing unit merger/closure.** In the event that a nursing unit merges with another nursing unit, or is closed, the layoff provisions outlined above shall be applied with the following modifications:

1. All nurses within the impacted existing nursing units shall bid on all positions in the merged unit. Bidding shall be limited to these nurses. Such nurses must first only bid for similarly benefited positions within their shift. Following this bidding process and prior to position awards, the layoff language shall be applied to the remaining nurses, with the newly formed unit treated as their nursing unit.

   All currently employed nurses within each impacted existing nursing unit shall be deemed qualified for the resulting positions in the merged unit.

2. In the event that a nursing unit closure occurs and all existing positions will be incorporated into another unit, all nurses within the closing unit may be granted similarly benefited open positions in the second nursing unit without bidding.

   In the event that a nursing unit closure occurs that will not result
above option, regular and short hour nurses, in order of house-wide seniority, may choose {a} to displace the least senior nurse in any seniority pool, provided the displaced nurse is less senior than said nurse, or {b} to fill an open position in the bargaining unit.

3. The parties may supplement or replace any layoff/reorganization provision specified by contract by mutual agreement prior to its implementation.

ARTICLE 13—POSITION POSTING AND FILLING VACANCIES

13.1 Posting requirements. Registered nurse positions under the Agreement which are permanently vacated or newly created shall be posted on the bulletin board and the hospital intranet site for seven (7) calendar days. The posting will show the unit, shift, number of hours per week, personnel category and minimum qualifications for the vacant position. Posted qualifications and job descriptions for a position shall be consistent and based on objective criteria.

1. Positions shall be posted by the Hospital as soon as possible following final approval of the position.

2. Positions shall be posted consistently on the intranet.

3. Each posting shall specify when it was posted (open date and time).

4. Internal applications must be completed online and are automatically routed to the hiring manager.

5. Each position application shall be dated by the Hospital when it is submitted.

13.2 Vacancy notice to absent nurses. For nurses on vacation, layoff, or leave of absence who have requested in writing, notices of vacancies shall be sent to an address indicated by the nurse. If the nurse is on layoff or on leave of absence in excess of thirty (30) days, and is granted the position, the nurse must be available to
return to work within at least fifteen (15) days from the date of posting of the position as required by the Hospital.

13.3 **Filling of vacancies.** Newly hired employees shall not be eligible for transfer from one position to another position for six (6) months from employment, unless approved by the employee’s current department manager. This includes moving from one schedule to another in the same department for the same position. Nurses who meet this time period requirement and who are employed by the Hospital may apply for such permanent vacancy or newly created position and shall be given preference in filling such vacancy on a seniority basis provided the senior nurse has qualifications, as reflected in certifications, educational or workshop credits, and demonstrated abilities, as reflected by years of satisfactory, exemplary, or specialty service, that are at least equal to those of other applicants, provided that no bargaining unit member who is applying has a final warning issued in the previous six (6) months from the date of application. With receiving supervisor approval the final warning stipulation may be waived.

13.3.1 **Certification requirement.** Any applicant otherwise qualified, applying for a posted position and for which certification is required, will be considered to have certification or course qualifications equal to another applicant if the nurse agrees and can reasonably complete the certification(s) or course(s) within a six (6) month period.

13.3.2 **Process.** All employees must complete an online application. Applications are automatically routed to the hiring manager for review and awarding of the position.

The Chief Nursing Officer shall review and reconsider the position appointment if requested within five (5) days of the notification of denial to any applicant.

13.3.3 **Transfer date.** A nurse who has applied for and has been granted a position shall be scheduled and transferred to this new position within forty-five (45) days from such notification of acceptance.

13.3.4 **External applicants.** Nurses applying for such vacancies shall be given
consideration over outside applicants providing the Hospital determines that the nurse already employed by the Hospital possesses the necessary qualifications for the job.

13.4 Charge nurse vacancies. Charge Nurse position vacancies shall be posted house-wide if there is a vacant position. When the Title Only is available, such positions shall be posted on the unit for current employees on the affected shift to apply. In the event no one is selected when the Title Only is available, the position shall be vacated and posted for bid house-wide and the displaced nurse shall be placed on the resource staff until the nurse can successfully bid for another position. The Nurse Manager retains the right to appoint Charge Nurses without regard to seniority.

13.5 Pediatric vacancies. Pediatric position vacancies shall be posted as Title Only vacancies the same as for Charge Nurse positions as noted above. Pediatric positions shall be awarded as specified in 13.3.

13.6 Preceptor positions. RN preceptor “positions” shall be treated as Title Only “positions” with no guarantee of work in addition to the applicant’s regular position. Such “positions” shall be posted on the unit for current employees on the affected shift to apply and shall be filled in accordance with 13.3.

13.7 Trial transfer period. A nurse who transfers from one unit to another shall have a sixty (60) day trial period, including orientation. During the first ten days following position transfer a nurse may opt to return to his/her former position, or the Hospital may return the employee to his/her former position if in its judgment such action is justified. The Hospital shall not be arbitrary in exercising this judgment. During the trial period, after ten days, the nurse may opt to take a temporary Float Unit position, or the Hospital may transfer the employee to a temporary Float Unit position, if his/her former position is not available. The Float Unit position shall be on the same shift and consist of the same number of days as the previously held position. As an alternative to returning to his/her former position or a temporary Float unit position, the nurse may opt to take a position on the resource staff.

13.8 Posting/bidding exceptions. The following types of changes to positions shall not
constitute a vacancy under this Article and shall therefore not require posting under provision 13.1.

**Reduction of hours.** The Hospital, at its discretion and with the consent of the affected nurse, may permanently decrease the regularly scheduled hours per week of an established regular or short hour position by no more than twelve (12) hours per week, provided that the resulting positions must be consistent with defined work days and shifts under this Agreement. This alteration of position shall not occur more than one (1) time per year.

**Increase of hours.** The Hospital, at its discretion, may offer a permanent increase of hours to an established position of no more than twelve (12) regularly scheduled hours per week. Such hours may be offered in four- (4-), eight- (8-), or twelve- (12-) hour increments, provided that positions resulting from the accretion of these hours must be consistent with defined work days and shifts under this Agreement. Such available hours will be posted in the unit involved for seven (7) calendar days. The qualified senior, part-time nurse applicant then employed in the unit and on the shift where such hours will be scheduled will be given the first opportunity for such hours.

**13.9 Temporary filling of posted vacancy.** A currently employed nurse may be granted a temporary position or a temporary assignment to an unfilled posted permanent position, based upon the job posting and bidding criteria set forth above, provided the nurse’s current assignment can be covered with resource nurses, with other qualified nurses on a voluntary basis, or can be temporarily vacated. Such a nurse shall be entitled to return to the nurse’s prior position at the completion of the duration of the temporary position. If a nurse is assigned to an unfilled permanent position, the Hospital will return that nurse to the nurse’s prior position, whenever feasible, within ninety (90) calendar days.

The above does not prevent the Hospital from filling the posted vacancy on a temporary basis for a reasonable period that is necessary in order to properly fill the position.

**13.10 Job share alternative.** A regular or short hour nurse may request to share up to
fifty percent (50%) of the nurse’s scheduled hours.

13.10.1 Process. Such requests must be submitted on the proper form in accordance with the Nursing Service Procedure on Job Sharing. This form shall include {1} the applicant’s available job share units, including pattern, and {2} the name and adjusted seniority date of the nurse who has tentatively agreed to job share these shifts. The nurse applying for the job share shall be required to post a copy of the application form on the nurse’s unit for seven calendar days. A senior nurse may exercise his or her right to the available job share hours by submitting a second job share request form to the nursing service office during this time period. The Hospital shall finalize the job share arrangement, including benefit allocation, following the seven (7) day posting period. All requests which can effectively be accommodated by the Hospital will be granted.

13.10.2 Existing job-shares. The above job share requirements shall only apply to job share positions created after the effective date of this Agreement. Prior job share arrangements that were created in compliance with prior contracts shall continue until vacated as outlined below.

13.10.3 Home unit definition. In the event a nurse job shares positions on two nursing units, both units shall be considered the nurse’s home unit for purposes of scheduling. A separate percentage for low census assignment must be maintained in each nursing unit.

13.10.4 Overtime/benefits. Such job share requests must be in accordance with the federal law on payment of overtime. A waiver must be signed by the affected nurses if such arrangement results in other overtime situations as defined by this Contract. Accrual of benefits will be adjusted in accordance with the requested schedule change.

13.10.5 Automatic reversion. Job share arrangements automatically revert back to the Master Staffing Plan for any of the following reasons:

1. One or more of the affected nurses wants out of the arrangement.

2. One or more of the nurses vacates the nurse’s position.
3. The Hospital determines that the arrangement adversely affects patient care, or staff morale.

ARTICLE 14—HEALTH AND WELFARE

14.1 Medical insurance. The Hospital shall provide the Nurses with the health insurance benefits (including Medical, Dental, and Vision) set forth in the Quorum Health Corporation Flexible Benefits Plan, which is available in Human Resources and through the corporate benefit enrollment site.

Employee rates of contribution for Medical, Dental, and Vision shall be negotiated to agreement and available in Human Resources and through the corporate benefit enrollment site.

14.2 Pension. The Hospital shall provide the Nurses with the Quorum Health Corporation Standard 401 (k) Plan, a copy of which is on file at McKenzie-Willamette Medical Center’s Human Resources Department. The Summary Plan Description contains a specific description of currently contribution levels.

14.3 Group life insurance. The Hospital shall provide the Nurses with the Group Life Insurance and Accidental Death and Dismemberment Benefits set forth in the “Quorum Health Corporation Flexible Benefits Plan,” a copy of which is on file at McKenzie-Willamette Medical Center’s Human Resources Department.

14.4 Disability insurance. The Hospital shall provide the Nurses with the Disability Insurance Benefits set forth in the “Quorum Health Corporation Flexible Benefits Plan,” a copy of which is on file at McKenzie-Willamette Medical Center’s Human Resources Department.

14.5 Employee health services. Each employee shall have a chest x-ray or skin test for T.B. at Hospital expense whenever required by regular mandates. Laboratory examinations when indicated because of exposure or potential exposure to communicable diseases while on duty shall be provided by the Hospital at no cost to the nurse. Indication for such exams shall be determined by written Hospital policy initiated and updated by the Infection Control Practitioner.
14.6 Termination and/or Modification of Health and Welfare Benefits. In the event the Hospital determines during the term of this Agreement to terminate and/or modify any plan by virtue of which any of the “Health and Welfare” benefits described in this ARTICLE 14 – HEALTH AND WELFARE are provided to the nurses covered by this Agreement, including but not limited to, any modification of contribution rates, or the identity of the insurance provider, and such termination and/or modification is applicable to all individuals employed by the Hospital who are covered by the plan(s) subject to the termination and/or modification, as the case may be (the “other individuals”), such termination and/or modification shall be automatically applied to the nurses contemporaneously with the other individuals (referred to hereafter in this Article as a “Plan Change”), subject to the following:

The Hospital agrees that, in the event any such Plan Change involves the termination of a plan, the termination would be undertaken in order to, by way of example only, facilitate or maintain compliance with applicable law (including without limitation, the Internal Revenue Code (the “Code”), the Employee Retirement Income Security Act of 1974 (“ERISA”) and the Public Health Safety Act (“PHSA”) and any regulations or other formal guidance issued under the Code, ERISA or the PHSA), or to provide comparable benefits for nurses and other individuals through a different plan.

The Hospital shall provide the Union with at least thirty (30) consecutive calendar days’ written notice in advance of the effective date of any such Plan Change (the “Waiting Period”), which written notice shall specify the effective date of the Plan Change (referred to hereafter in this Article as a “Hospital Notice of Plan Change”). Thereafter, during the first ten (10) consecutive calendar days of the Waiting Period, the Union shall have the right to serve the Hospital with a written request for discussion about the Plan Change (referred to hereafter in this Article as a “Union Request for Discussion”). In the event the Union serves such a Union Request for Discussion, the Parties shall meet promptly and discuss the Plan Change during the remainder of the Waiting Period. Following the expiration of the Waiting Period, the Union shall have the right to serve the Hospital with a written notice of termination of this Agreement (referred to hereafter in this Article as a “Notice of Termination”), which shall specify the date upon which the Agreement shall terminate, which specified date must be at least twenty (20) consecutive calendar days following the date of service (in the manner provided for,
below) of such a Notice of Termination (referred to hereafter in this Article as the “Notification Period”). The parties agree that once such Notice of Termination has been served by the Association, with the intent of bargaining a successor Agreement, the following provisions of the Agreement shall stay in full force and effect: (1.) Article 1—Recognition and Membership and (2.) Article 7—Grievance Procedure.

In order to be effective, any Notice of Termination shall be served by (a) Hand-delivery to the Human Resources Director who shall acknowledge such hand delivery by affixing a signature and date upon a copy of the Notice of Termination. Upon the written request of the Hospital (referred to hereafter in this Article as a “Request for Proof of Delivery”), the Association will produce for the Hospital a *bona fide* written proof of delivery, consisting of the signature from the Human Resources Director or designee, which records at a minimum the date of delivery Notice of Termination (referred to hereafter in this Article as a “Proof of Delivery”).

Any Union Request for Discussion, and any Proof of Delivery, and in order to be effective any Notice of Termination, shall be served upon the Hospital’s Human Resources Director at the following address:

    McKenzie-Willamette Medical Center
    1460 “G” Street
    Springfield, Oregon 97477-4197

Any Hospital Notice of Plan Change and any Request for Proof of Delivery shall be served upon the Union at the following address:

    Oregon Nurses Association
    18765 SW Boones Ferry Road
    Suite 200
    Tualatin, Oregon 97062

In computing the Notification Period defined above, neither the actual date of service of the Notice of Termination, nor the actual date of delivery of the Notice of Termination, shall be included in the computation of such Notification Period.
ARTICLE 15—SUBSTANCE ABUSE AND SCREENING

[See Addendum Hospital's Substance Abuse Policy B.4 effective 01/01/2009]

ARTICLE 16—PROFESSIONAL DEVELOPMENT

16.1 Paid educational leave.

16.1.1 Educational days and expenses. Three thousand two hundred forty (3,240) hours of non-mandatory educational leave per fiscal year shall be provided to the Bargaining Unit by the Hospital for nurses covered by this agreement (including resource nurses who regularly work their minimum schedule requirement or more) and who have completed six months of service. In addition, the Hospital will provide thirty thousand dollars ($30,000) each fiscal year to be applied toward registration fees and related expenses in connection with such educational leave.

16.1.2 Criteria for use. Educational leave must be for bona fide education which will benefit the Hospital and the nurse and shall include

a. Seminars, classes, and conferences attended by a nurse in person where Continuing Education Units (CEUs) are offered and/or home learning experiences for CEUs including but not limited to online CEU offerings.

b. Education funds may be used to pay for additional costs for mandatory education classes (e.g., BLS or ACLS), if a nurse chooses an alternate learning experience than what the Hospital provides.

c. Education-related expenses for non-required Certification and up to sixteen (16) hours of preparatory study for professional certification.

d. Reimbursement of tuition expenses related to coursework to complete a BSN or MSN.

e. Should the Hospital request a presentation be made for the benefit of other employees, the nurse shall have the option to make a written or oral presentation regarding his/her educational experience. Preparatory time for a required presentation shall be granted at a rate of two (2) hours
preparatory time for one (1) hour of presentation.

16.1.3 Request for Paid Education Time. Nurses may request and be granted paid educational time off to attend programs related to services provided in this institution. Such paid time shall be granted subject to the decision of the committee established in 16.1.4. The committee shall be limited by the above total aggregate of paid time available and shall not approve any paid leave for any program dealing with collective bargaining or the drafting of proposals for collective bargaining. The same committee shall administer expense funds.

16.1.4 Education Committee. An Education Committee shall oversee the allocation of bona fide education, educational leave, and the distribution of educational monies. The committee will also serve in an advisory capacity to the Director of Staff Development regarding the educational needs of nurses and the effectiveness of various programs and instructional approaches. The nurses in each unit shall select a representative to serve on the committee from among those nurses who have been employed by the Hospital for at least six (6) months. The Education Committee shall meet at least twice per year. Committee members will be paid at straight time for up to two (2) hours of time spent in committee work each quarter. The Hospital will make a good faith effort to ensure that unit representatives are able to attend scheduled committee meetings. If the nursing unit representative and/or the Director of Staff Development, or his/her designee, fails to act upon a request for education leave within two (2) weeks of receipt of such request by the Director of Staff Development, the Chief Nursing Officer shall be requested to act upon it.

16.1.5 Fiscal year carryover. In the event that a portion of the educational leave hours and/or dollars specified above are not utilized during a fiscal year, up to ten percent (10%) of such hours and dollars specified in 16.1.1 may be carried over to the next fiscal year (i.e., up to three hundred twenty-four (324) unused educational leave hours and/or three thousand dollars ($3,000)).

16.1.6 Hospital-sponsored education. This section shall not apply to inservice education. The Hospital shall not charge bargaining unit nurses or the education
fund specified in this section registration or program related fees in excess of the true cost incurred by the Hospital for such educational offerings. True cost shall include the offset, if any, provided by fees collected from non-Hospital participants/attendees. Whenever possible, Hospital sponsored programs will qualify for Continuing Education Units (CEUs). All such programs will be approved by a majority of Education Committee representatives prior to being offered.

16.2 Inservice education. The Hospital agrees to maintain a Continuing Inservice Education Program for all nurses covered by this Agreement.

16.2.1 Mandatory requirement/voluntary limit. As a condition of continued employment, nurses are required to attend mandatory inservice education required for their unit and shall be compensated for up to six (6) additional hours of voluntary inservice on an annual basis.

16.2.2 Scheduling. Mandatory classes shall be offered a sufficient number of times to convenience as many nurses as possible. Mandatory classes scheduled in addition to the nurse’s master schedule shall be kept to a minimum. A nurse scheduled in this manner shall not be reassigned to any other available work without his or her consent. If the nurse has a conflict with a revised schedule, the nurse shall contact his or her manager to arrange a mutually acceptable schedule adjustment. Whenever possible, computer and web-based training options will be provided.

16.2.3 Staff meeting pay. Attendance at all staff meetings shall be compensated at straight time pay.

16.2.4 Mandatory education. Mandatory education and in-services shall be treated and compensated as time worked. Attainment of mandatory educational requirements established for individual units will be funded by the Hospital for those nurses assuming regular and short hour positions in those units. The Hospital will fund the cost of training, required materials, and other related costs for such education. When a nurse must travel to obtain mandatory education, either because no local option exists or because it has been mutually determined
by the nurse and his/her manager that the travel, lodging, and related expenses are a reasonable and appropriate use of resources, the Hospital will fund such expenses. Requests for funding by resource nurses or nurses employed in units other than those for which mandatory educational requirements have been established will be considered on an individual basis. Such requests shall be paid by the Hospital from a fund other than that specified in 16.1.1.

16.3 Evaluations. Each nurse will be evaluated and counseled regarding the evaluation by the nurse’s immediate supervisor or designee at least on an annual basis.

16.3.1 Process. Evaluation is a collaborative, non-disciplinary process which may include peer or self-evaluation. A copy of the evaluation will be furnished to the nurse. If peer evaluation is utilized, the nurse and Hospital may each select equal numbers of those individuals who may participate in that nurse’s evaluation.

16.3.2 Work Action/Mutual Action Plan. In the event of an unsatisfactory evaluation, mutually agreed to goals shall be incorporated into a written Work Action Plan. The plan shall consist of recommendations and mutually agreed to actions between the nurse and the nurse’s immediate supervisor, preceptor or mentor. A written re-evaluation shall occur within three (3) months following the initiation of this plan.

16.3.3 Performance feedback. As a supplement to the evaluation process and to assure more timely feedback to the nurse than an annual evaluation can accomplish, the nurse’s immediate supervisor shall make every effort to communicate to the nurse all potential substandard performance issues that are brought to his or her attention, including patient and staff complaints, in a timely fashion.

16.4 Orientation. All orientation shall be maintained under the leadership of the Director of Administrative Supervision and Education, who shall utilize experienced Registered Nurses in carrying out on-the-job orientation.

16.4.1 Newly hired nurses. The Hospital shall provide newly employed registered nurses with an orientation program which shall be tailored to fit the
new employee’s individual needs. Total orientation time may vary from a minimum of three (3) working days of general hospital orientation with three (3) additional days of patient care orientation for the experienced nurse to a maximum of six (6) weeks. For an individual orienting to a specialty unit, orientation may be extended up to eight (8) weeks upon mutual agreement of the nurse, the nurse’s manager, the Director of Administrative Supervision and Education, and when possible, the RN preceptor. The orienting nurse shall not be utilized to augment established staffing patterns (staff to patient ratios). Student clinical experience will not be in lieu of orientation. When possible, newly employed nurses will be assigned to an experienced RN preceptor who has received special training.

16.4.2 Currently employed nurses. The Hospital acknowledges its responsibility to provide orientation for nurses who transfer or are temporarily assigned to a unit or shift with procedures unfamiliar to the nurse, and will make every effort to provide such orientation. In no event will such nurse be expected to carry a full team of patients or perform without reasonable instruction in those procedures with which the nurse is unfamiliar. The nurse may instead be assigned a modified team or specific duties with which he/she is familiar. For purposes of this provision, a modified team means the floated nurse will be assigned (a) a smaller patient team than normal for that unit and/or (b) composed of patients with lower acuity available for assignment. A nurse will not be required to orient to more than two (2) units in addition to his/her assigned work unit. A nurse shall have the option to reorient to any unit or shift to which he/she is required to float, if the nurse has not worked on that unit or shift for more than six (6) months or may request to have such skill code removed from his/her record.

16.4.3 Specialty unit. A nurse who is expected to routinely work in a specialty unit other than the nurse’s regularly scheduled unit will be granted an orientation of up to seven (7) weeks individually tailored to the nurse’s needs. This orientation will be developed by mutual agreement of the nurse, the Director of Administrative Supervision and Education, and when possible, the RN preceptor.
ARTICLE 17—PROFESSIONAL NURSING CARE COMMITTEE

17.1 Recognition and composition. A Professional Nursing Care Committee (PNCC) shall be established at the Hospital. The PNCC shall be composed of up to six (6) registered nurses employed by the Hospital and covered by this Agreement. PNCC members shall be selected annually by the registered nurse staff covered by this Agreement and shall serve staggered two- (2-) year terms to ensure continuity. The PNCC shall annually elect one (1) person to serve as Chairperson. PNCC members shall, in so far as possible, be representative of all nursing units.

17.2 Objectives. The objectives of the PNCC shall be to consider constructively the improvement of patient care and the practice of nursing and to make recommendations to the Hospital to facilitate such improvements. Items involving interpretations of this Agreement will be excluded from consideration by the PNCC.

17.3 Recommendations and Hospital response. The Hospital recognizes the responsibility of the PNCC to make written recommendations to the Chief Nursing Officer regarding objective measures to improve patient care and nursing practice. All recommendations will be duly considered and a written response will be made to the PNCC within ten (10) days, or a mutually agreed upon time period. The Hospital will thereafter give due consideration to the recommendation and will advise the PNCC of action taken.

17.4 Compensation and schedule. The PNCC may schedule monthly meetings with a maximum of twelve (12) paid straight time hours or two (2) hours per PNCC representative. Such meetings shall be scheduled on a regular basis and the Hospital will make a reasonable effort to release members from duty when necessary to attend scheduled meetings.

17.5 Agenda and minutes. The PNCC shall prepare an agenda and keep minutes of all meetings, copies of which shall be provided to the nurse managers, Chief Nursing Officer, and the Association. Appropriate agenda items for consideration may be submitted to the members of the PNCC from any interested/concerned party.

17.6 Committee invitations. The PNCC may invite the Chief Nursing Officer (CNO), or
her/his designee, nurse managers, or representatives of other committees to its meetings at a mutually agreeable time for the purpose of exchanging information or to provide them with recommendations on pertinent subjects.

17.7 Staffing issues. The Hospital further recognizes the responsibility of the Committee to consider staffing issues.

   17.7.1 Staffing forms. The Hospital will make available copies of the Staffing Request and Documentation Form (SRDF) on each nursing unit and shift and encourages nurses to use them to document perceived staffing deficiencies. A nurse who fills out such a report shall submit it to his/her immediate supervisor with a copy to the Committee for concurrent review.

ARTICLE 18—SHARED GOVERNANCE

18.1 Shared governance. The Hospital and the Association encourage nurses to be actively involved in planning, developing, implementing, and evaluating unit-specific and hospital-wide processes related to the provision of safe, quality patient care. The Hospital and Association recognize that nurse input is imperative for shared governance to function properly.

18.2 Staffing Committee. The Staffing Committee shall be responsible for developing, monitoring, evaluating, and modifying a hospital-wide staffing plan for nursing services. The Hospital shall be responsible for the implementing this staffing plan and ensuring that it meets all state regulatory requirements.

The Hospital and Association recognize the critical aspect of nurse input in this process. Prior to implementing any staffing change, the Association will have the opportunity to poll/survey those nurses to be impacted by the change to assure accurate input has been processed. This poll/survey shall not impede implementation by more than one (1) month.

18.2.1 Composition, function, and compensation. The Staffing Committee shall be comprised and function in accordance with all state regulatory requirements and shall have as its primary consideration the provision of safe patient care and an adequate nursing staff. The committee shall develop and operate according to its own charter. Meetings of the committee shall be
considered work time and will be compensated at straight time. The Hospital will make a good faith effort to ensure that committee members are able to attend.

18.2.2 Staffing assessments. The charge or relief charge nurse will work in collaboration with the nurse manager or the house coordinator in the nurse manager’s absence to apply their unit’s written staffing plan and determine the number and skill mix of staff needed to ensure safe patient care and adequate nursing staff. Any disputes that arise will be resolved through the Hospital’s chain of command.

18.3 Unit Practice Committees. Each nursing unit shall have a Unit Practice Committee (UPC) as a forum for nurses to share information and make recommendations about patient care and unit goals, policies, and processes. All recommendations and actions of the UPC must be in compliance with the current collective bargaining agreement, all applicable laws, rules, and regulations, and Hospital policy and procedure.

The nurses on each unit have the responsibility to seek out a member of their UPC or the Housewide Staffing Committee to provide feedback on any proposed change to the Staffing Guides on their unit.

18.3.1 Composition, function, and compensation. Committee membership, structure, agendas, and meeting schedules shall be determined by the nurses on the unit in collaboration with the nurse manager. The UPC members shall select a staff nurse to serve as co-chair of the committee along with the nurse manager. The UPC should seek representatives from each shift and should include non-nursing staff in its deliberations on issues of an interdisciplinary nature or common interest. Meeting minutes shall be produced for each meeting of the committee and shall be distributed to all unit nurses, the nurse manager, the PNCC, and the Association. The UPC may schedule monthly meetings with a maximum of two (2) paid straight time hours per nurse to a maximum of ten (10) hours per department, or more, at the manager’s discretion.

18.4 Environment of Care Committee (EOC). The Hospital acknowledges its responsibility to provide a safe and healthy work environment in compliance with all applicable laws, rules, and regulations. The Hospital has established an interdisciplinary
18.4.1 **Composition, function, and compensation.** Nurses may select two (2) nurses to serve on the Hospital’s EOC Committee. The selection process will be coordinated by the Association. The EOC Committee, or its designated subcommittee(s), will consider issues which impact, or have the potential to impact, patient, staff, and environmental safety. Nurse time spent in EOC Committee or designated subcommittee meetings will be compensated at the straight time pay rate. The Hospital will make a good faith effort to ensure that committee members are able to attend committee and/or subcommittee meetings.

18.4.2 **Injury Prevention Task Force.** The Hospital will work with the Association through the Injury Prevention Task Force to address concerns regarding hazards in the workplace with the goal of developing a mutually agreeable mitigation plan.

18.5 **Hospital committees.** The Hospital will notify the Association whenever it intends to establish a committee or task force whose responsibility will involve nursing practice and/or patient care. The Association will have timely opportunity to recommend nurses for membership on such committees or task forces. The Hospital will provide the Association with any minutes from or reports produced by such committees or task forces. The Hospital will not establish any committees or task forces whose responsibility will involve mandatory subjects of bargaining without the consent of the Association.

**ARTICLE 19—GENERAL PROVISIONS**

19.1 **No strike/no lockout.** In view of the importance of the operation of the Hospital’s facilities to the community, the Hospital and Association agree that there shall be no lockouts by the Hospital, and no strikes, sympathy strikes or other interruptions of work by nurses or Association during the term of this Agreement.

19.2 **Sale or transfer.** In the event that Hospital shall, by merger, consolidation, sale of assets, leave, franchise or by any other means enter into any agreement with another
firm or individual which, in whole or in part, affects the existing appropriate collective bargaining unit, then such successor firm or individual shall be bound by each and every provision of this Agreement. The Hospital shall have an affirmative duty to call this provision of the Agreement to the attention of any firm or individual with which it seeks to make such an agreement as aforementioned, and if such notice is so given, the Hospital shall have no further obligation hereunder from the date of take-over.

19.3 Contract Administration Conference Committee. An ad hoc Contract Administration Conference Committee may meet periodically, at the request of the Hospital or the Association, to discuss common concerns to improve relations and avoid unnecessary disputes between the parties. The express purpose of the meetings shall be to discuss contract interpretation and clarification, Association grievances (or potential grievances), improved methods of communication and employee relations, and/or problems of staffing and recruitment of nursing personnel. Such meetings shall not be used for the purpose of discussing or adjusting individual employee grievances. In the event of severe staffing shortages the Conference Committee shall meet at the request of either party to comprehensively consider alternative means of staffing the Hospital other than outlined in the current Agreement. These discussions may include, but not be limited to, revised or emergency staffing patterns, pay incentives, recruitment practices, and nurse registry utilization. This collaborative effort shall not be interpreted to reduce or eliminate any Hospital right to take unilateral action to effectively deal with a staffing shortage. All such meetings shall occur during business hours with no loss of pay for any Association representative who is scheduled to work during such a meeting. This committee may be utilized as a means for the parties to amend, add, or delete portions of this Agreement as deemed appropriate by authorized mutual consent.

19.4 Maintenance of benefits. It is agreed that one intent of this Agreement is to improve the conditions of employment of all nurses employed at the Hospital. Any wages or benefits referred to in this Agreement, that were in effect prior to the adoption of this Agreement, which are superior to the provisions of this Agreement, shall not be reduced by the adoption of this Agreement.

19.5 Effective date of agreement. This agreement shall be in full force and effect as of the date of ratification, except as otherwise provided.
19.6 **Professional Identification.** The Hospital shall supply employee identification nametags that clearly distinguish between Registered Nurses, Licensed Practical Nurses, and other non-bargaining unit personnel.

**ARTICLE 20—SEPARABILITY**

20.1 In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The Hospital and the Association agree to abide by, and this Agreement shall be subject to, all applicable state and federal laws.

20.2 In the event that any provision of this Agreement is declared to be invalid, the parties shall, upon ten (10) days written notice to the other, negotiate, in good faith, with a view toward agreeing upon a lawful substitute. In the event the parties are unable to reach agreement on a substitute, an arbitrator shall be appointed, pursuant to the procedure set forth in Article 7.

The arbitrator shall only have authority to select between the final proposals made by each party. The decision of the arbitrator shall be final and binding on the parties. The expense of any arbitration shall be shared equally by the Hospital and the Association. However, each party shall bear its own expenses of representation of witnesses.

**ARTICLE 21—TERMINATION AND RENEWAL**

21.1 **Duration/renewal notice.** This Agreement shall be in full force and effect from March 6, 2017, until 12:01 am, September 1, 2020, and shall continue in effect from year to year thereafter unless either party gives notice in writing at least ninety (90) days prior to any expiration or modification date of its desire to terminate or modify such Agreement. Each party giving notice of intent to modify this Agreement shall use its best efforts to include with such notice a list of requested modifications.
Signed this 19th day of May, 2017.

McKenzie-Willamette Medical Center

By: [Signature]
Megan O’Leary, Vice President for Human Resources

Oregon Nurses Association

By: [Signature]
Katherine Morris, RN

By: [Signature]
Angela Kimani, RN

By: [Signature]
Gary Aguiar, Labor Relations Representative
ADDENDUM—SUBSTANCE ABUSE POLICY

Attachment A- MedTox Test Panels

**Policy B.4**
Substance Abuse Testing/Fitness for Duty

**Level 1 - 5-Panel (MedTox Test # 88351 - $9.00).** This panel tests for five “drugs of abuse,” including marijuana, cocaine, amphetamines, opiates and PCP. It will not test for alcohol or Prescription drugs. DOT levels of detection apply.

<table>
<thead>
<tr>
<th>Drug Group</th>
<th>Common Names</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amphetamines</td>
<td>Adderall, Dexidrine, Desoxyn, meth, crystal meth, speed, MDA, bennies, uppers</td>
</tr>
<tr>
<td>Cocaine Metabolite</td>
<td>Crack, coke, rock, benzoylegonine, Procaine (Novacaime)</td>
</tr>
<tr>
<td>Marijuana Metabolites</td>
<td>Cannabinoids, cannabis, grass, dope, reefer, weed, pot, hash, THC</td>
</tr>
<tr>
<td>Opiate Metabolites</td>
<td>Empirin w/codeine, Tylenol w/codeine, Robitussin A-C, Laudanum, Roxanol, heroin, codeine, morphine</td>
</tr>
<tr>
<td>Phencyclidine</td>
<td>PCP, angel dust, hog</td>
</tr>
</tbody>
</table>

**Level 2 - Medical Professional Panel (MedTox Test # 88368 - $26.50).** This panel tests for the ten “drugs of abuse” and the most popularly abused Prescription drugs, including Demoral, Oxycontin and Lortab/Vicodin. Expanded testing limits apply for opiates, including all drugs listed.

<table>
<thead>
<tr>
<th>Drug Group</th>
<th>Common Names</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barbiturates</td>
<td>Amytal, Nebutal, Seconal, Phenobarbital, Barbital, Butalbital, barbs, redd, yellows, downers</td>
</tr>
<tr>
<td>Benzodiazepines</td>
<td>Alpraxolam, Ativan, Haleyon, Librium, Valium, Xanax, Versed, Benzedrine, downers, sleeping pills</td>
</tr>
<tr>
<td>Methadone</td>
<td>Amidone, Dolophine, fizzies</td>
</tr>
<tr>
<td>Methaqualone</td>
<td>Quaalude, ludes</td>
</tr>
<tr>
<td>Propoxyphene</td>
<td>Darvon, Darvocet, Dolene, yellow footballs</td>
</tr>
<tr>
<td>Meperidine</td>
<td>Demerol</td>
</tr>
<tr>
<td>Oxycodone</td>
<td>Oxycontin, Percocet, Percodan, Endocet</td>
</tr>
<tr>
<td>Hydrocodone</td>
<td>Lortab, Vicodin</td>
</tr>
<tr>
<td>Hydromorphone</td>
<td>Dilaudid</td>
</tr>
<tr>
<td>Fentanyl</td>
<td>Actiq, Duragesic, Sublimaze, apache, china white</td>
</tr>
</tbody>
</table>

**Alcohol, Ethanol (Blood) (MedTox Test #341 - $16.50).** To be used for post-accident, fitness for duty, reasonable suspicion, or follow-up testing involving the potential use of alcohol, either as an initial test or following a positive Breathalyzer or saliva test.

**Level 1 and 2 (Blood) (MedTox #30305 - $105).** To be used only if the employee cannot produce a urine sample within a reasonable period of time – no less than 60 minutes.

*Test panels are subject to change at any time.*
1.0 PURPOSE

To maintain a safe, drug- and alcohol-free work environment for all employees and a safe treatment environment for patients.

2.0 DEFINITIONS

Possession  To have on one’s person, in one’s personal effects, in one’s vehicle or otherwise under one’s care, custody, or control.

Substance  Any alcohol, drugs, or other substances (whether ingested, inhaled, injected subcutaneously, or otherwise) that have known mind-altering or function-altering effects upon the human body or that impair one’s ability to safely perform his or her work, specifically including, but not limited to, Prescription drugs and over-the-counter medications; alcohol; drugs, and other substances made illegal under federal or state law: "synthetic or designer" drugs; illegal inhalants; “look-alike” drugs; and substances (marijuana and hashish), cocaine, phencyclidine (PCP), and opiates; and any drugs or other substances referenced in Schedules I through V of 21 C.F.R. Part 1308 (whether or not such drugs or other substances are narcotics).

Premises  For purposes of this policy includes all property, facilities, buildings, structures, installations, work locations, work areas, or vehicles owned, operated, leased, or under the control of the entity to which such Premises or property pertains. Private vehicles parked on such Premises or property are also included under this definition.

Under the Influence  That condition wherein any of the body’s sensory, cognitive, or motor functions or capabilities is altered, impaired, diminished, or affected due to Substances. This also means a positive test presence of Substances within the body or bodily fluids, regardless of when or where they may have been consumed, provided that with respect to alcohol, under the influence means having a result of 0.04 or greater blood alcohol concentration, as determined by blood or breath test.

Prescription  A valid prescription issued to the employee by a licensed health care provider authorized to issue such prescription and used for its intended purpose as prescribed.

3.0 POLICY

The following activities are prohibited while an employee is on the company’s premises or otherwise engaged in company business:

- The manufacture, possession, use, sale, distribution, dispensation, receipt or transportation of any controlled or illegal Substance;
- The theft, unauthorized use, or intentional mishandling or misuse of any medication and/or Substance that is present at the facility for the purpose of treating patients;
- The consumption of alcoholic beverages except moderate consumption at company-sponsored events, where authorized;
- Being under the influence of any Substance during working hours, or reporting to work with detectable quantities of Substances in their bodies; and
- Performing duties while under the influence of any Substance or other drug or medicine, whether prescribed by a physician or purchased over-the-counter, that causes drowsiness or other side effects that may impair an employee’s ability to perform his or her job properly and safely.

Employees are obligated to inform their immediate supervisor or department of the use of any Substances or other drug or medicine, whether prescribed by a physician or purchased over-the-counter, that may cause drowsiness or impair their ability to perform their job. Any employee, who fails to comply with this policy, including the notification obligation in the preceding sentence, may be subject to disciplinary action, up to and including termination.
If an employee discloses the use of a Substance or other drug or medicine that has side effects that could potentially impair the employee's ability to perform his or her job properly and/or safely, the Hospital can require the employee to return a Physician Fitness for Duty Examination and Certification Form (Form 74) from his or her physician. The employee’s supervisor or department head should consult with the Hospital’s Chief Executive Officer and facility or corporate Human Resources regarding the appropriateness of requiring the Fitness for Duty/Certification Form before making such a request. The Hospital may place an employee on paid or unpaid leave pending return of the Fitness for Duty/Certification Form. Whether an employee is placed on leave and whether the leave is paid or unpaid will be determined based upon the facts of a particular situation. An employee’s refusal or failure to return the Fitness for Duty/Certification Form is grounds for disciplinary action, up to and including termination. The Hospital may also require a Fitness for Duty/Certification Form be returned in situations where an employee discloses the use of a Substance to the MRO or in response to the results of a Substance Test.

At the discretion of the facility, employees suspected of violating this policy may be placed on suspension without pay pending test results or return of the Fitness for Duty Examination and Certification Form. If test results are negative or the Fitness for Duty Examination and Certification Form, as completed by a physician, indicates that the employee should be able to perform his or her job while taking the medication(s) indicated on the form, the employee will receive regular pay for the period of suspension.

The employer reserves the right to suspend without pay any employee who has been arrested for criminal offenses related to the manufacture, possession, sale, use, distribution, dispensation, receipt, or transportation of any Substance pending resolution of the charges to the facility’s satisfaction.

Employees who are convicted of any Substance-related violation under state or federal law or who plead guilty or no contest (i.e., no contest) to such charges must inform the employer in writing within five days of the conviction or plea. Failure to do so will result in disciplinary action, up to and including termination. In the event of an employee's conviction or a plea to charges relating to the manufacture, possession, sale, use, distribution, dispensation, receipt, or transportation of any Substance, the facility will determine whether disciplinary action will be taken, including the appropriateness of continued employment.

4.0 LEGAL COMPLIANCE

The provisions of this policy are subject to any federal, state, or local laws that may prohibit or restrict their applicability, and testing for Substances shall be conducted in accordance with and limited by such laws notwithstanding any terms of this policy to the contrary.

5.0 PRE-EMPLOYMENT SUBSTANCE TESTING

All applicants shall undergo a Substance test of urine in accordance with this policy and Policy A.2 on a post-offer, pre-employment basis. Applicants whose pre-employment Substance test is positive for any illegal Substance or any Substance for which the applicant does not possess a lawful prescription will be ineligible for employment. Any applicant whose pre-employment Substance test returns positive, regardless of whether or not the Substance was disclosed in advance and whether or not cleared by the MRO, may be considered ineligible for employment if the Corporate Human Resources Department determines that use of the Substance for which the individual tested positive renders that individual ineligible for employment.
6.0 OTHER SUBSTANCE TESTS

The employer may periodically conduct Substance tests based on breath, saliva, urine, blood, and/or hair samples under any of the circumstances noted below. Any employee subjected to any Substance test will be required to sign a Substance Test Consent, Release and Disclosure Form (Form 26). Refusal to sign the form or leaving the work area prior to the Substance test without permission of the supervisor, or refusal to cooperate in any way with the testing process, will result in immediate termination of employment. In the event that an employee consents to a Substance test but fails to sign the Substance Test Consent, Release and Disclosure Form, such failure will not invalidate the consent for the testing.

6.1 POST-ACCIDENT

If a supervisor has reasonable cause to believe an employee who sustains an on-the-job injury that is reportable under OSHA guidelines (i.e., requiring medical treatment) may be a result of being Under the Influence, the supervisor may require the injured employee to undergo a post-accident Substance test, otherwise post-accident testing is not necessary. See Section 6.4 below.

6.2 MISSING SUBSTANCES

When there is a medication administration/handling discrepancy or where a Substance is missing, all staff members who were involved in the handling of, or had access to, the missing Substance shall be required to submit to a Substance test immediately.

Employees who are found to have stolen or diverted any medications of the employer are subject to immediate termination.

6.3 FITNESS FOR DUTY

Employees suspected to be unfit for duty as a result of the use or suspected use of Substances will be subject to Substance testing. See Fitness for Duty/Reasonable Suspicion Checklist (Form 28) and Section 6.5 below.

6.4 REASONABLE SUSPICION/UNDER THE INFLUENCE

The employer may require an employee to submit to a Substance test if the employee's supervisor and another individual in a management position have a reasonable belief that the employee is using, is Under the Influence of, or is in the Possession of Substances or has otherwise violated this policy's prohibition on the use of Substances.

An employee who appears to be Under the Influence of Substances, in the sole discretion of the employer facility, should be removed from the work area, tested for substances, and provided with transportation to his/her place of residence or to another designated location. The employer should call the emergency contact indicated by the employee or, if unavailable, arrange for a cab or other means to transport the employee home following the test.

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1 Performing a test on saliva or a hair sample must be approved in advance by the Corporate Human Resources Department.
6.5 ABSENCE FROM POSITION OR REHIRE AFTER 90 DAYS

Substance abuse tests must be performed under the following circumstances before an employee is permitted to return to work:

- An employee returning from a leave of absence of 90 days or more.
- An employee who is rehired more than 90 days following layoff or termination as is required for new hires.
- A PRN employee who has not worked for more than 90 days.

6.6 TRANSFERRING EMPLOYEES

All employees who transfer to another CHS location must undergo a new drug screen prior to beginning the new assignment.

6.7 RANDOM SELECTION TESTING

Unless prohibited by law or other legally-binding agreement, all employees shall be subject to random testing for Substances. Where random testing is prohibited or restricted by applicable state or local statute or regulation, or other legally-binding agreement, the facility will conform to all applicable laws, regulations, and agreements notwithstanding the provisions of this Policy.

Selection of employees will be conducted using a computer random number generator program (www.randomizer.org) or other objective random selection criteria. All employees will have an equal chance of being selected at each testing interval. Random selection shall not be based on individual employee performance, demographic data, or any individualized suspicion of abuse of Substances. Thirty-Three (33%) of all employees should be tested annually, (2.75% monthly).

Random testing will take place without advance notice. When an employee who has been randomly-selected for testing is notified by the Human Resources Department or their immediate supervisor, the employee must proceed immediately as directed to have the test completed. However, the supervisor or manager should not inform the employee of testing until staffing allows during that shift. Employees must be escorted to the testing area by a member of the Human Resources Department or other employee(s) authorized by the Chief Executive Officer as escort(s).

Employees randomly-selected for testing will not be suspended or otherwise removed from duty pending receipt of the test results unless suspension or removal from duty is otherwise warranted under policies and procedures. If a randomly-selected employee is unavailable for testing for any reason (e.g., PRN, vacation, sick, FMLA, jury duty, etc.), he or she may not be permitted to work until he or she has undergone a Substance test.

See Instructions for Completing Substance Abuse Random Testing (Form 29).

6.8 POST-ACQUISITION

Within 60 days following the date of acquisition by an affiliate of Community Health Systems, all employees of the acquired entity shall be required to submit to a Substance test.
6.9 FOLLOW-UP SCHEDULED UNANNOUNCED TESTING

Follow-up Substance testing will apply under the following circumstances:

- Newly hired professional employees who have had license sanctions or disciplinary actions taken in the 5-year period immediately prior to employment with the facility.
- Current employees who have had a positive Substance test following a voluntary disclosure and who have completed, enrolled in, or discharged from a rehabilitation or counseling program acceptable to the facility.

Follow-up scheduled unannounced testing will take place for the employees described above for a minimum 12-month period (or longer if dictated by the individual’s program) following their date of hire or completion of the rehabilitation or counseling program, whichever is applicable. See Section 13.2.

Testing dates for follow-up scheduled unannounced testing will be determined by the CHS Corporate Human Resources Department and communicated to facilities through the facility Human Resources Department.

7.0 SUBSTANCE TESTS

All Substance testing (other than post-accident, fitness for duty, reasonable suspicion, or follow-up testing) shall be performed on a urine sample unless the circumstances require that testing be performed on blood, hair or saliva samples as determined by the employer in its sole discretion in accordance with federal, state and/or local laws.

Post-accident, fitness for duty, reasonable suspicion, and follow-up testing may be performed on urine, blood, hair, or saliva samples, as determined by the employer in its sole discretion.

Substance testing for alcohol may be performed using saliva or an EBT or non-evidential breath ASD (an initial and confirming test should be performed). If these tests indicate a positive result, a blood alcohol test must still be performed. (For California facilities, see attached Substance Abuse Testing applicable to California operations).

7.1 TEST PANELS

See Attachment A.

7.2 TEST GROUPS

Employees shall be divided into two groups for purposes of this policy:

- Group 1 – Employees whose jobs do not involve direct patient care and/or access to narcotics or other controlled substances; (e.g., employees working in administrative offices, accounting/billing, registration, human resources, dietary, health information management, housekeeping, and engineering.)

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2 See Footnote 1.
7.3 TESTING MATRIX

<table>
<thead>
<tr>
<th>Type of Testing</th>
<th>Group 1 Employees and Applicants</th>
<th>Group 2 Employees and Applicants</th>
</tr>
</thead>
<tbody>
<tr>
<td>Post-Offer, Pre-Employment</td>
<td>Level 1 testing</td>
<td>Level 2 testing</td>
</tr>
<tr>
<td>Post Accident Missing Controlled Substances</td>
<td>Level 1 testing and/or Level 2 testing</td>
<td>Level 2 testing and/or Level 2 testing</td>
</tr>
<tr>
<td>Fitness for Duty</td>
<td>Level 1 testing</td>
<td>Level 2 testing</td>
</tr>
<tr>
<td>Reasonable Suspicion Return From Leave of Absence or Rehire</td>
<td>Level 1 testing and/or Substance-specific testing</td>
<td>Level 2 testing and/or Substance-specific testing</td>
</tr>
<tr>
<td>Random Selection</td>
<td>Level 1 testing</td>
<td>Level 2 testing</td>
</tr>
<tr>
<td>Post-Acquisition</td>
<td>Level 1 testing</td>
<td>Level 2 testing</td>
</tr>
<tr>
<td>Follow-Up Scheduled Testing Unannounced Testing</td>
<td>Level 1 testing and/or Substance-specific testing</td>
<td>Level 2 testing and/or Substance-specific testing</td>
</tr>
</tbody>
</table>

Note: The above testing matrix is for guidance purposes only. In appropriate circumstances, it may be necessary to alter the test panel and/or the Controlled Substances for which the test will be conducted.

8.0 ALTERATION OF SAMPLE; DILUTED SAMPLES

Specimens reported by the testing laboratory as adulterated or substituted will be considered a refusal to test, and therefore grounds for immediate termination of employment or ineligibility for hire. Specimens that are returned as negative dilute (i.e., with creatinine and specific gravity values that are lower than expected for human urine) will not be valid and a new specimen should be collected immediately without advance notification to the employee. If a second urine specimen is also returned as negative dilute, the results of the second test shall be final and interpreted as negative and the employee is cleared.

9.0 WORKPLACE SEARCHES

Management may conduct searches of facility property, including lockers, and an employee's personal property and person in cases where there is reasonable cause to suspect a violation of this policy. While no search will be conducted without an employee's consent, consent to a search is a condition of continued employment with the facility. Employees who refuse to cooperate in the conducting of such searches will be subject to disciplinary action up to and including termination of employment.

10.0 COLLECTION OF SAMPLES

Testing samples must be collected by qualified individuals only, whether such individuals are employees of an outside testing laboratory or qualified facility employees. Collection of samples must be performed...
under reasonable and sanitary conditions. The chain of custody of the sample must be recorded, and this record should be retained.

11.0 VOLUNTARY ADVANCE DISCLOSURE OPTION

Once during the entire employment relationship and only after an employee has completed his/her introductory period, an employee may make a pre-test disclosure of the use of any Substance that may result in a positive test result on a Substance Test Consent, Release and Disclosure Form (Form 26) for which the employee does not have a valid Prescription. This voluntary disclosure option applies to post-employment testing situations only. An employee voluntarily disclosing the likelihood of a positive test result must still have a Substance abuse test performed. After an employee has submitted to a Substance test, it is too late to exercise this one-time option of voluntary disclosure.

12.0 TEST RESULTS

12.1 INTERPRETATION BY MRO

All test results must be reviewed by a medical review officer (MRO) who is a licensed physician or Ph.D. scientist with a background and certification in substance abuse. For purposes of employee drug screening, it is the MRO’s responsibility to:
- Identify and interpret positive test results.
- Discuss with the individual tested the impact of any voluntarily-disclosed Prescriptions or over-the-counter medications.
- Validate Prescriptions for disclosed medications.
- Report his/her findings to the facility.

If after being interviewed by an MRO, an employee wants to contest a positive result, he/she can so advise the MRO. The MRO will arrange to have a second test performed on the same sample at another MedTox lab. This retest will be at the employee’s own expense.

If the results of the second test are reported as negative from the MedTox lab performing the second test, the results of the second test shall be considered the final test result and the facility will reimburse the employee for the cost of the second test.

12.2 REPORTING OF TEST RESULTS

Test results will be provided to the facility’s designated individual as follows:
- Reviewed results will be provided by secure internet by the MRO provider. While the MRO may clear a test result because an employee has a valid Prescription (noted as “Prescription Validated”), the MRO may have obtained information during the interview with the employee that in the MRO’s reasonable medical judgment would be likely to cause a safety risk. This concern will be communicated to the designated facility recipient(s) of test results. The designated facility recipient can contact the employee health nurse or physician at their facility who has received the lab results from Medtox to identify the drug being used. At this time, if the designated physician or employee health nurse has concerns as to whether or not the individual can properly perform his/her duties while taking this drug, they can contact the MRO to discuss.
An employee or applicant with a positive Substance test should be notified by the Human Resources Department or other authorized recipient of the test results and the substance(s) producing the positive test result.

13.0 POSITIVE TEST RESULTS

13.1 APPLICANTS AND EMPLOYEES IN THEIR INTRODUCTORY PERIOD

- Applicants who voluntarily disclose a probable positive of a Substance for which they have a valid prescription may be considered for employment after discussion with the Medical Review Officer as long as the final report is negative.

- Any applicant whose test results are interpreted by the MRO as positive for any Substance for which he/she does not have a valid Prescription shall not be eligible for employment.

- Any employee in his/her introductory period whose test results are interpreted by the MRO as positive for any Substance for which he/she does not have a valid Prescription, whether or not he/she has made any advance disclosure pursuant to Section 11.0, shall be terminated immediately.

13.2 WITHOUT ADVANCE VOLUNTARY DISCLOSURE

Any employee whose test results are interpreted by the MRO as positive (without advance voluntary disclosure) should be terminated immediately. The Personnel Action Form documenting the termination should indicate that the employee is ineligible for rehire.

13.3 WITH ADVANCE VOLUNTARY DISCLOSURE

- With the exception of employees in their introductory period, employees who voluntarily disclose Substance abuse pursuant to this policy and who test positive for a Substance will be required as a condition of continued employment to obtain rehabilitation treatment, as determined in the discretion of the CEO and Divisional Human Resource Director, at the employee’s own expense or, if available, under the employer’s health plan. The employee may be assigned to an alternate position, if available, to accommodate a treatment program. The CEO shall make these determinations based upon an evaluation of the employee’s ability to safely and effectively perform work duties and any necessary accommodations.

- If the facility determines that an employee has tested positive for a drug that he/she obtained illegally from the employer or any affiliate, whether or not he/she has made any advance disclosure, the employee must be terminated immediately and shall not be eligible for rehire at any time by any affiliate.

- All employees who are permitted to return to work following violation of this policy must sign an Acknowledgement of Conditional Reinstatement (Form 31) agreeing to participate in a program designated by the facility; and random follow-up testing.
Policy B.4
Substance Abuse Testing/Fitness for Duty

- Following completion of the selected rehabilitation program, the employee shall be subject to frequent, unannounced, follow-up Substance tests for the next 12-month period, and periodic, unannounced, follow-up Substance tests for another 48 months. These follow-up tests shall be in addition to any random test for which the employee may be selected or subject to in accordance with this policy. Any subsequent positive test for a Substance for which the employee does not have a valid Prescription, as cleared by the MRO, shall result in immediate termination of employment.

- If an employee tests positive for a Substance other than that which was voluntarily disclosed in advance or for which there is no legitimate explanation by the employee, the employee shall be immediately disciplined, up to and including termination.

- Regardless of the reason for the post-employment test, if it is determined that the employee is under the influence of, in possession of, or responsible for the theft of, drugs that are facility property, the employee must be terminated immediately with no future right of reinstatement.

- The table below presents guidelines for testing situations and corresponding outcomes. It is recommended that all potential terminations, except those arising from the test of drugs from the facility, be discussed with the Corporate Human Resources Department or the appropriate Divisional Human Resources Director.

<table>
<thead>
<tr>
<th>Positive Results Situation</th>
<th>Outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee/Illegal Substance/Not Disclosed</td>
<td>• Termination.</td>
</tr>
<tr>
<td>Employee/Illegal Substance/Disclosed</td>
<td>• Employment status conditional.</td>
</tr>
<tr>
<td></td>
<td>• Drug rehabilitation required prior to return to work.</td>
</tr>
<tr>
<td>Employee/Prescription Drug with RX/Not Disclosed</td>
<td>• Review by MRO and Corporate Human Resources.</td>
</tr>
<tr>
<td></td>
<td>• If valid, no change in status, unless Group 2 employee.</td>
</tr>
<tr>
<td></td>
<td>• If Group 2 employee, status depends on type of drug and job classification.</td>
</tr>
<tr>
<td>Employee/Prescription Drug without RX/Not Disclosed</td>
<td>• Review by MRO and Corporate Human Resources.</td>
</tr>
<tr>
<td></td>
<td>• Status depends on type of drug and job classification.</td>
</tr>
<tr>
<td></td>
<td>• Disciplinary action up to and including termination.</td>
</tr>
<tr>
<td>Applicant/Illegal Substance</td>
<td>• Review by MRO and Corporate Human Resources.</td>
</tr>
<tr>
<td>Applicant/Prescription Drug with RX/Not Disclosed</td>
<td>• Status depends on type of drug and job classification.</td>
</tr>
<tr>
<td>Applicant/Prescription Drug with RX/Disclosed</td>
<td>• Not eligible for hire.</td>
</tr>
<tr>
<td>Applicant/Prescription Drug without RX</td>
<td>• Not eligible for hire.</td>
</tr>
</tbody>
</table>

14.0 CONFIDENTIALITY OF TEST RESULTS

All test results must be handled on a confidential basis and, when appropriate, will be available only to the personnel who have a need to know such results. Individuals with a need to know generally include the facility's CFO, the Human Resources Director, the Employee Health Nurse, the employee's direct line of supervision and the corporate program administrators.
Policy B.4  
Substance Abuse Testing/Fitness for Duty

Test records, including voluntary disclosure forms, for current employees will be kept separate from the employee's personnel information and will be maintained in either the employee health office or, if it is not practicable to maintain such records in the employee health office, then in the Human Resources Department. No information will be released without written consent of the employee or applicant or as required by law or legal process or as necessary to respond to any action brought by the employee or the employee's representative.

Test records, including voluntary disclosure forms, for applicants and current employees will be kept separate from applications and personnel files and will maintained in either the employee health office or, if it is not practicable to maintain such records in the employee health office, then in the Human Resources Department. No information will be released without written consent of the employee or applicant or as required by law or legal process or as necessary to respond to any action brought by the applicant or employee or the applicant’s or employee’s representative.

No other information relating to the general health condition of an employee or an applicant or the presence of any Substance other than the Substance or their drug metabolites that the Hospital requested that are identified from the test may be disclosed. Unauthorized disclosure of test results may result in disciplinary action up to and including termination.

15.0 CORPORATE REPORTING REQUIREMENTS

A completed substance Abuse Monthly Testing Report must be submitted by the 10th of each month using data from the prior month’s testing. See Form 30.

ALTERNATE POLICIES
1. Substance Abuse Testing Applicable to California Operations
2. Substance Abuse Testing Applicable to New Jersey Operations

RELATED FORMS
Form 26 Substance Test Consent, Release and Disclosure Form
Form 28 Fitness for Duty/Reasonable Suspicion Testing Checklist
Form 29 Instructions for Completing Substance Abuse Random Testing
Form 30 Substance Abuse Monthly Testing Report
Form 31 Acknowledgement of Conditional Reinstatement
Form 74 Physician Fitness for Duty Examination and Certification
APPENDIX A—SALARY SCHEDULE

A 2.25% across the board increase effective the first full pay period after ratification and a 2.25% across the board increase effective the first full pay period in January 2018, 2.25% across the board increase effective the first full pay period in January 2019, 2.25% across the board increase effective the first full pay period in January 2020.

[wage scales to be revised by the Hospital to reflect new wages for 2017, 2018, 2019, and 2020]

<table>
<thead>
<tr>
<th>Registered Nurses – 8-Hour and 10-Hour Shift Wage Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective Date</td>
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<td>Step 1</td>
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<tr>
<td>Step 2</td>
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<table>
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**Charge Registered Nurses – 8-Hour and 10-Hour Shift Wage Schedule**

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### Charge Registered Nurses -- 12-Hour Shift Wage Schedule

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<th>1/2020 Rate</th>
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### Licensed Practical Nurses – 8-Hour and 10-Hour Shift Wage Schedule

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<tbody>
<tr>
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<td>1/2019 Rate</td>
<td>1/2020 Rate</td>
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</table>
Eligibility for Steps 2, 3, 4, 5, and 6 occurs twelve (12) months after application of the prior step. Eligibility for Steps 7, 8, 9, 10, 11, and 12 occurs twenty-four (24) months after application of the prior step.
APPENDIX B—PACU, SSU, AND ENDO SCOPY LAB NURSING UNITS

The Oregon Nurses Association and McKenzie-Willamette Medical Center mutually agree as outlined herein. Conditions of employment shall otherwise remain as agreed to in the current Professional Agreement with the exception of those modifications listed below:

1. **Shift starting time; early/late positions.** All nursing positions within this unit shall be designated a shift start time. Positions will additionally be designated as either early or late shift for purposes of rotation of standbys and cancellations.

2. **Evening shift differential.** Any late shift worked with a start or positioned start time of 1200 or later shall receive an amount equal to the evening shift differential for all hours worked. Early shifts will not receive a shift differential.

3. **Start time variation.** Shift start times may vary by a maximum of one (1) hour from the nurse’s regular positioned shift start time. Notice must be given of any change in shift start time as currently specified under “Reporting Pay” (8.7) of the contract. Once notice has been given to the nurse of a set start time it may only be altered by mutual consent.

Start times of a specific position may be periodically altered by a consensus between the nurse manager and the impacted nurses in the unit.

4. **Excess of workday pay.** Work in excess of eight (8) hours in a work day shall be compensated as specified in 9.4.1 except when: {1} greater than eight (8) hours is worked as a result of any early start time within the start-time window specified under 3 above or {2} this premium is waived by the nurse for a specific shift assignment. Work in excess of the shift ending time shall be compensated as specified in 9.4.1.

5. **Low census/percentage comparison.** For the purpose of determining standby or cancellation, percentages shall be compared between early and late shifts only when the need is for times that may be worked regularly by either shift (overlap hours). Percentages will be calculated separately for PACU. SSU and Endoscopy Lab shall be in one percentage pool. Nurses who work both early and late shifts shall have their
percentage compared to the shift for which they are scheduled.

Low census daily staffing adjustments specified in 12.2 shall apply; however, on low census days an effort will be made to include as many scheduled nurses as possible in a scheduled day of work. When necessary, earlier shift nurses may be assigned a shortened day of work and/or late shift nurses may be assigned their latest start time to accommodate fair distribution of available work.

6. Charge Nurse. All Charge Nurses are subject to the percentage rotation provisions as specified in 12.2, except 12.2.4, 7, Charge Nurse Calculation. Charge Nurses in PACU, SSU, and Endoscopy shall be included into the percentage rotation system.

7. Relief Charge Nurse. Each qualified bargaining unit nurse shall be oriented to the relief charge assignment in his/her respective unit/area. The determination of “qualified” for purposes of this provision shall be subject to the nurse’s skill level as defined by unit policy, the relief charge definition as specified by 1.2.4, and the relief charge job description.

If there are insufficient charge nurses when preparing the monthly work schedule, available charge nurse shifts shall be posted for self-scheduling by qualified bargaining unit nurses.
MEMORANDUM OF UNDERSTANDING
CARDIOVASCULAR OPERATING ROOM (CVOR)

McKenzie-Willamette Medical Center ("Hospital") and the Oregon Nurses Association ("Association") hereby mutually agree that the following terms and conditions shall apply to the Cardiovascular Operating Room ("CVOR") nurses:

1. **Separate Unit.** The CVOR shall be considered a separate nursing unit from the main operating room with separate work schedules, standby schedules, and seniority pools for purposes of job bidding and in-unit seniority.

2. **Minimum compensation guarantee.** Each CVOR nurse shall be guaranteed compensation for eighty-five percent (85%) of his/her scheduled position hours per pay period. This guarantee includes callback hours worked, but does not include standby hours. This provision shall commence on the date this Agreement is ratified.

3. **Low census assignment and cancellation.** CVOR nurses shall be low censused according to a percentage rotation as provided in Article 12.2. CVOR nurses who are low censused may be cancelled, placed on standby, or floated to the main operating room for orientation or, if already oriented, to fulfill a documented staffing need in that unit. Whenever a nurse is floated to the main operating room, she/he will be released to return to the CVOR within thirty (30) minutes whenever she/he is needed there.
September 16, 2013

McKenzie Willamette Medical Center along with the Oregon Nurses Association and the SEIU, agree to move the start and stop times for holiday pay to 11 pm due to the reorganization of most inpatient units to start and stop times of the same.

Megan A. O’Leary, SPHR
McKenzie Willamette Medical Center

Joseph West
SEIU

Gary Nauta/Kevin Drew
ONA
MEMORANDUM OF UNDERSTANDING

September 19, 2013

This is to document that McKenzie Willamette Medical Center and the Oregon Nurses Association agree that the hospital can change the Charge Nurses who are currently on 8 hour shifts to 8 and one half hour shifts. Nurses will stay on their current schedules and no re-bid is necessary.

Megan A. O’Leary, SPHR
Vice President of Human Resources
McKenzie Willamette Medical Center

Gary Nauta
Oregon Nurses Association
Article 10.4.2.a Paragraph 1

Short Stay Earned Leave

The Association and the Hospital agree to meet within sixty (60) days of ratification to discuss ways to increase the minimum number of nurses able to take time off from work in Short Stay, Endoscopy, and Pre-Admission Testing. Within ninety (90) days from ratification, the parties shall bargain to an agreement a memorandum of understanding to increase the number of nurses off in the unit. This agreement will be signed by both the Association and the Hospital and will remain in effect until end of this contract.
MEMORANDUM OF UNDERSTANDING

WHBCC FLOATING GUIDELINES

1. All regularly scheduled WHBCC RN’s will hold four (4) of the following skill codes: labor/delivery, mother/baby, circulating, nursery, pediatric or a scrub. They will maintain such skill code throughout their employment at WHBCC. Resources staff and charge nurses can volunteer to hold additional skill codes so long as they work that skill code enough to remain competent.

2. WHBCC RN’s can choose if they want to continue to float to units other than WHBCC. Each individual nurse’s decision will be mutually respected by the hospital and other nurses. No existing WHBCC RN’s will negatively impact the decision of those nurses who choose to continue to float.

3. WHBCC RN’s can be floated to be a sitter for any other unit in the hospital. If a standby is floated to be a sitter, they will be released back to the floor within the thirty (30) minute report time when needed, unless there is an emergent situation, in which case, they will be released immediately. RN’s will be floated in the following order: (1) Volunteers, (2) Inverse order of seniority on a rotational basis such that at the time the need arises, whoever is not needed on the unit to perform a specific skill or whose skill can be covered by another nurse. WHBCC RNs who serve as sitters must be adequately oriented to the proper care of that patient.

4. WHBCC RN’s will not be floated in the capacity as a CNA or RN to other units (except as outlined above).

5. WHBCC RN’s who hold the pediatric skill code and who need to float to another unit to care for a pediatric patient will not have a team of any other patients, unless the RN volunteers to do so.

6. GYN patients and minor surgeries (such as but not limited to appendectomies, cholecystectomies, etc.) will continue to be placed on WHBCC and it is the expectation that all WHBCC RN’s can take these patients.
Skill Code Requirements for WHBCC:

1. Unless otherwise approved by the WHBCC Manager, WHBCC needs to have an equal number of RN’s that hold a nursery, pediatric, and scrub skill code on each shift. Initially, the manager will determine how many of each skill code currently exists on each shift and the complimentary number of each skill code needed. Then, by order of seniority, each RN who does not have a total of four (4) skill codes will choose the skill code for which they wish to train.

2. The manager and each RN will work collaboratively to develop a training plan. Both parties acknowledge that training will take some time and only a few RNs can be trained at one time.

3. On an ongoing basis, newly hired WHBCC RN’s can be required to hold up to four (4) skill codes based on the needs of the unit as a condition of employment. The manager, the newly-hired RN, and the RN’s preceptor will collaborate to determine when the newly-hired RN is ready to train and hold the additional skill code. Every effort will be made to maintain a balanced number of each skill code on each shift through this process. However, if job changes create a skill mix that is insufficient to cover the needs of the hospital, existing RN’s may be required to change skill codes in the following order: (1) Volunteers, by seniority on the affected shift, (2) the least senior employee(s) on the affected shift may be required to train for the other skill code. In this event, they will not be expected to maintain their former skill code, unless they so choose.

4. The total length of time to get all RN’s trained in their new skill codes will be determined by the Manager, based on the needs of the department. When an RN is identified as being “next” for training/precepting in their new skill code, the Manager will work with the RN to assign orientation days based on the needs of the unit. The RN may be assigned partial or full days of orientation with an appropriate preceptor and may continue to work on alternate shifts in their existing skill codes. The Manager and the RN will work collaboratively to determine when the employee is adequately trained to take their own patients in their new skill code, but will orient frequently enough to be fully trained six (6) months from the start of their training/precepting. RN’s who train for the pediatric skill code may have a longer
than six (6) month training/precepting if the volume of patients warrants such as determined by the Manager.

5. Pediatric Patients are defined as patients up to eighteen (18) years of age.
Complaints

(1) Any person may make a complaint verbally or in writing to the Division regarding an allegation against a hospital of a violation of any health care facility licensing law or condition of participation.

(2) The identity of a person making a complaint will be kept confidential.

(3) An investigation will be carried out as soon as practicable after the receipt of a complaint in accordance with OAR 333-501-0010.

(4) If the complaint involves an allegation of criminal conduct or an allegation that is within the jurisdiction of another local, state, or federal agency, the Division will refer the matter to that agency.

Stat. Auth.: ORS 441.025
Stats. Implemented: ORS 441.057
Hist.: PH 11-2009, f. & cert. ef. 10-1-09

Investigations

(1) As soon as practicable after receiving a complaint, taking into consideration the nature of the complaint, Division staff will begin an investigation.

(2) A hospital shall permit Division staff access to the facility during an investigation.

(3) An investigation may include but is not limited to:

(a) Interviews of the complainant, patients of the hospital, patient family members, witnesses, hospital management and staff;

(b) On-site observations of patients, staff performance, and the physical environment of the hospital; and

(c) Review of documents and records.

(4) In determining whether a violation has occurred under OAR 333-501-0020(8), the Division will consider the facility name, advertising used, and related content.
(5) Except as otherwise specified in 42 CFR § 401, Subpart B, information obtained by the Division during an investigation of a complaint or reported violation under this section is confidential and not subject to public disclosure under ORS 192.410 to 192.505. Upon the conclusion of the investigation, the Division may publicly release a report of its findings but may not include information in the report that could be used to identify the complainant or any patient at the health care facility. The Division may use any information obtained during an investigation in an administrative or judicial proceeding concerning the licensing of a health care facility, and may report information obtained during an investigation to a health professional regulatory board as defined in ORS 676.160 as that information pertains to a licensee of the board.

Stat. Auth.: ORS 441.025
Stats. Implemented: ORS 441.057
Hist.: PH 11-2009, f. & cert. ef. 10-1-09; PH 26-2010, f. 12-14-10, cert. ef. 12-15-10; PH 31-2016, f. 11-14-16, cert. ef. 11-15-16

333-501-0015

Surveys

(1) The Division shall, in addition to any investigations conducted under OAR 333-501-0010, conduct at least one on-site licensing survey of each hospital every three years to determine compliance with health care facility licensing laws and at such other times as the Division deems necessary.

(2) In lieu of an onsite inspection required under section (1) of this rule, the Division may accept:

(a) CMS certification by a federal agency or an approved accrediting organization; or

(b) A survey conducted within the previous three years by an accrediting organization approved by the Division, if:

(A) The certification or accreditation is recognized by the Division as addressing the standards and condition of participation requirements of the CMS and other standards set by the Division. Health care facilities must provide the Division with the letter from CMS indicating its deemed status;

(B) The health care facility notifies the Division to participate in any exit interview conducted by the federal agency or accrediting body; and

(C) The health care facility provides copies of all documentation concerning the certification or accreditation requested by the Division.

(3) A hospital shall permit Division staff access to the facility during a survey.

(4) A survey may include but is not limited to:

(a) Interviews of patients, patient family members, hospital management and staff;

(b) On-site observations of patients, staff performance, and the physical environment of the hospital facility;

(c) Review of documents and records; and

(d) Patient audits.
(5) A hospital shall make all requested documents and records available to the surveyor for review and copying.

(6) Following a survey Division staff may conduct an exit conference with the hospital administrator or his or her designee. During the exit conference Division staff shall:

(a) Inform the hospital representative of the preliminary findings of the inspection; and

(b) Give the person a reasonable opportunity to submit additional facts or other information to the surveyor in response to those findings.

(7) Following the survey, Division staff shall prepare and provide the hospital administrator or his or her designee specific and timely written notice of the findings.

(8) If the findings result in a referral to another regulatory agency, Division staff shall submit the applicable information to that referral agency for its review and determination of appropriate action.

(9) If no deficiencies are found during a survey, the Division shall issue written findings to the hospital administrator indicating that fact.

(10) If deficiencies are found, the Division shall take informal or formal enforcement action in compliance with OAR 333-501-0025 or 333-501-0030.

Stat. Auth.: ORS 441.025 & 441.062
Stats. Implemented: ORS 441.060 & 441.062
Hist.: PH 11-2009, f. & cert. ef. 10-1-09; PH 26-2010, f. 12-14-10, cert. ef. 12-15-10; PH 26-2010, f. 12-14-10, cert. ef. 12-15-10

333-501-0020

Violations

In addition to non-compliance with any health care facility licensing law or condition of participation, it is a violation to:

(1) Refuse to cooperate with an investigation or survey, including but not limited to failure to permit Division staff access to the hospital, its documents or records;

(2) Fail to implement an approved plan of correction;

(3) Fail to comply with all applicable laws, lawful ordinances and rules relating to safety from fire;

(4) Refuse or fail to comply with an order issued by the Division;

(5) Refuse or fail to pay a civil penalty;

(6) Fail to comply with rules governing the storage of medical records following the closure of a hospital;

(7) Establish, conduct, maintain, manage or operate a health care facility or health maintenance organization, without a license; or
(8) Use the terms "emergency," "emergency department (ED)," "emergency room (ER)," "emergency-," "emergent-," or "emerg- care center" or any derivative term in a posted name or advertising that would give the impression that emergency medical services as that is defined in OAR 333-500-0010 is provided by the person at a particular facility unless that facility is a hospital licensed under ORS 441.025 with an emergency department. Use of the words "urgent" or "immediate" shall not be considered derivative terms.

(9) A person not licensed as a hospital under ORS 441.025 with an emergency department using the terms prescribed in section (8) of this rule has 90 days from November 15, 2016 to come into compliance.

Stat. Auth.: ORS 441.025
Stats. Implemented: ORS 441.015, 441.025, 441.030 & 441.055
Hist.: PH 11-2009, f. & cert. ef. 10-1-09; PH 31-2016, f. 11-14-16, cert. ef. 11-15-16

333-501-0025

Informal Enforcement

(1) If, during an investigation or survey Division staff document violations of health care facility licensing laws or conditions of participation, the Division may issue a statement of deficiencies that cites the law alleged to have been violated and the facts supporting the allegation.

(2) A signed plan of correction must be received by the Division within 10 business days from the date the statement of deficiencies was mailed to the hospital. A signed plan of correction will not be used by the Division as an admission of the violations alleged in the statement of deficiencies.

(3) A hospital shall correct all deficiencies within 60 days from the date of the exit conference, unless an extension of time is requested from the Division. A request for such an extension shall be submitted in writing and must accompany the plan of correction.

(4) The Division shall determine if a written plan of correction is acceptable. If the plan of correction is not acceptable to the Division, the Division shall notify the hospital administrator in writing and request that the plan of correction be modified and resubmitted no later than 10 working days from the date the letter of non-acceptance was mailed to the administrator.

(5) If the hospital does not come into compliance by the date of correction reflected on the plan of correction or 60 days from date of the exit conference, whichever is sooner, the Division may propose to deny, suspend, or revoke the hospital license, or impose civil penalties.

Stat. Auth.: ORS 441.025
Stats. Implemented: ORS 441.015 & 441.025
Hist.: PH 11-2009, f. & cert. ef. 10-1-09

333-501-0030

Formal Enforcement

(1) If, during an investigation or survey Division staff document substantial failure to comply with health care facility licensing laws, conditions of participation or if a hospital fails to pay a civil penalty imposed under ORS 441.170, the Division may issue a Notice of Proposed Suspension or Notice of Proposed Revocation in accordance with ORS 183.411 through 183.470.
(2) The Division may issue a Notice of Imposition of Civil Penalty for violations of health care facility licensing laws.

(3) At any time the Division may issue a Notice of Emergency License Suspension under ORS 183.430(2).

(4) If the Division revokes a hospital license, the order shall specify when, if ever, the hospital may reapply for a license.

Stat. Auth.: ORS 441.025
Stats. Implemented: ORS 441.015 & 441.025
Hist.: PH 11-2009, f. & cert. ef. 10-1-09

333-501-0035

Nurse Staffing Audit Procedure

(1) The Authority shall conduct an on-site audit of each hospital once every three years to determine compliance with the requirements of ORS 441.152 to 441.177 and 441.192. The Authority shall notify the hospital and both co-chairs of the hospital nurse staffing committee three business days in advance of the audit.

(2) During an audit, the Authority shall review any hospital record and conduct any interview or site visit that is necessary to determine that the hospital is in compliance with the requirements of ORS 441.152 to 441.177 and 441.192.

(3) In conducting an audit, the Authority shall interview:

(a) Both co-chairs of the hospital nurse staffing committee; and

(b) Any additional hospital staff members deemed necessary to determine compliance with applicable nurse staffing laws. Interviews may address, but are not limited to, the following topics:

(A) Implementation and effectiveness of the hospital-wide staffing plan for nursing services;

(B) Input, if any, provided to the hospital nurse staffing committee; or

(C) Any other fact relating to hospital nursing services subject to the Authority’s review.

(4) In conducting an audit, the Authority may also interview:

(a) Hospital staff that does not voluntarily come forward for an interview during an audit; and

(b) Hospital patients or family members. Interviews may address, but are not limited to, any concerns or complaints related to nurse staffing in the hospital.

(5) Following an audit, the Authority shall issue a written survey report that communicates the results of the audit no more than 30 business days after the survey closes. This survey report:

(a) Shall be issued to the hospital and both co-chairs of the hospital nurse staffing committee; and

(b) May include a notice of civil penalties that complies with ORS 441.175 and OAR 333-501-0045.
(6) If the survey report identifies any area of noncompliance, the hospital shall submit a written plan to correct each identified deficiency. This plan:

(a) Shall be called the plan of correction;

(b) Shall be submitted no more than 30 business days after receiving the Authority’s survey report; and

(c) Shall be evaluated by the Authority for sufficiency.

(7) No more than 30 business days after receipt of the hospital’s plan of correction, the Authority shall issue a written determination that communicates whether the plan of correction is sufficient. This determination:

(a) Shall be issued to the hospital and both co-chairs of the hospital nurse staffing committee; and

(b) Shall require the hospital to either:

(A) Revise and resubmit the rejected plan of correction no more than 30 business days after receiving the Authority’s determination that the plan is insufficient; or

(B) Implement the approved plan of correction no more than 45 business days after receiving the Authority’s determination that the plan is sufficient.

(8) Following the approval of the plan of correction, the Authority shall conduct a second audit of the hospital to verify that the hospital has implemented the approved plan of correction. This audit shall be conducted within 60 business days of the plan of correction approval date.

(9) The identity of an individual providing evidence during an audit will be kept confidential to the extent permitted by law.

Stat. Auth.: ORS 413.042, 441.157 & 441.175
Stats. Implemented: ORS 441.157
Hist.: PH 11-2009, f. & cert. ef. 10-1-09; PH 26-2010, f. 12-14-10, cert. ef. 12-15-10; PH 26-2010, f. 12-14-10, cert. ef. 12-15-10; PH 22-2016, f. & cert. ef. 7-1-16

333-501-0040

Nurse Staffing Complaint Investigation Procedures

(1) The Authority shall conduct an unannounced on-site investigation of a hospital within 60 calendar days after receiving a valid complaint against the hospital for violating a provision of ORS 441.152 to 441.177. A complaint is valid when an allegation, if assumed to be true, would violate a requirement of ORS 441.152 to 441.177.

(2) During an investigation, the Authority shall review any hospital record and conduct any interview or site visit that is necessary to determine whether the hospital has violated a provision of ORS 441.152 to 441.177.

(3) In conducting an investigation, the Authority may:

(a) Review any documentation that may be relevant to the complaint, including patient records; and
(b) Interview any person who may have information relevant to the complaint, including patients and family members.

(4) In reviewing information collected during an investigation, the Authority shall consider:

(a) The amount and strength of objective evidence, if any, that substantiates or refutes the complaint, and

(b) The number and credibility of witnesses, if any, who attest to or refute an alleged violation.

(5) Following an investigation, the Authority shall issue a written investigation report that communicates the results of the investigation no more than 30 business days after the investigation closes. This investigation report:

(a) Shall be issued to the hospital and both co-chairs of the hospital nurse staffing committee; and

(b) May include a notice of civil penalties that complies with ORS 441.175 and OAR 333-501-0045.

(6) If the investigation report identifies any area of noncompliance, the hospital shall submit a written plan to correct each identified deficiency. This plan:

(a) Shall be called the plan of correction;

(b) Shall be submitted no more than 30 business days after receiving the Authority's investigation report; and

(c) Shall be evaluated by the Authority for sufficiency.

(7) No more than 30 business days after receipt of the hospital's plan of correction, the Authority shall issue a written determination that communicates whether the plan of correction is sufficient. This determination:

(a) Shall be issued to the hospital and both co-chairs of the hospital nurse staffing committee; and

(b) Shall require the hospital to either:

(A) Revise and resubmit the rejected plan of correction no more than 30 business days after receiving the Authority's determination that the plan is insufficient; or

(B) Implement the approved plan of correction no more than 45 business days after receiving the Authority's determination that the plan is sufficient.

(8) Following the approval of the plan of correction, the Authority shall conduct a second investigation of the hospital to verify that the hospital has implemented the approved plan of correction. This investigation shall be conducted within 60 business days of the plan of correction approval date.

(9) The identity of an individual providing evidence during an investigation will be kept confidential to the extent permitted by law.

Stat. Auth.: ORS 413.042, 441.025, 441.057, 441.171 & 441.175
Stats. Implemented: ORS 441.057 & 441.171
Hist.: PH 11-2009, f. & cert. ef. 10-1-09; PH 26-2010, f. 12-14-10, cert. ef. 12-15-10; PH 26-2010, f. 12-14-10, cert. ef. 12-15-10; PH 22-2016, f. & cert. ef. 7-1-16
Civil Penalties for Violations of Nurse Staffing Laws

(1) For the purposes of this rule, "safe patient care" has the meaning given to the term in OAR 333-510-0002.

(2) The Authority may impose civil penalties for a violation of any provision of ORS 441.152 to 441.177 and 441.185 if there is a reasonable belief that safe patient care has been or may be negatively impacted.

(3) Each violation of the written hospital-wide staffing plan shall be considered a separate violation.

(4) If imposed, the Authority will issue civil penalties in accordance with Table 1 of this rule.

(5) In determining whether to issue a civil penalty, the Authority will consider all relevant evidence including, but not limited to, witness testimony, written documents and observations.

(6) A civil penalty imposed under this rule shall comply with ORS 183.745.

(7) The Authority shall maintain for public inspection records of any civil penalties imposed on hospitals penalized under this rule.

[ED. NOTE: Table referenced is not included in rule text. Click here for PDF copy of table.]

Stat. Auth.: ORS 413.042, 441.175 & 441.185
Stats. Implemented: ORS 441.175 & 441.185
Hist.: PH 11-2009, f. & cert. ef. 10-1-09; PH 26-2010, f. 12-14-10, cert. ef. 12-15-10; PH 26-2010, f. 12-14-10, cert. ef. 12-15-10; PH 22-2016, f. & cert. ef. 7-1-16

Civil Penalties for Violation of Smoking Prohibition

(1) If the Division determines that an administrator or person in charge of a hospital permits a person to smoke tobacco in a hospital or within 10 feet of a doorway, open window or ventilation intake of a hospital, the Division may assess a civil penalty of not more than $500 per day against the administrator or the person in charge of a hospital.

(2) In determining whether an administrator or person in charge of a hospital has permitted a person to smoke tobacco in violation of ORS 441.815, the Division shall consider whether:

(a) A hospital administrator or person in charge of a hospital has taken steps to enforce the smoking prohibitions, including calling law enforcement to report a violation;

(b) The hospital administrator or person in charge of a hospital took affirmative action to address any complaints about smoking in a hospital or within 10 feet of a doorway, open window or ventilation intake of a hospital; and

(c) A hospital administrator or person in charge of a hospital has taken steps to educate the public and staff about the smoking ban.

(3) A civil penalty issued under this rule shall not exceed $2,000 in any 30-day period.
(4) A civil penalty imposed under this rule shall comply with ORS 183.745.

Stat. Auth.: ORS 441.815
Stats. Implemented: ORS 441.815
Hist.: PH 11-2009, f. & cert. ef. 10-1-09

333-501-0055

Civil Penalties, Generally

(1) This rule does not apply to civil penalties for violations of ORS 441.155, 441.166, 441.815, or 435.254 or rules adopted to implement these statutes.

(2) A person that violates a health care facility licensing law, including OAR 333-501-0020 (violations), is subject to the imposition of a civil penalty not to exceed $500 per day per violation.

(3) In addition to the penalties under section (2) of this rule, civil penalties may be imposed for violations of ORS 441.030 or 441.015(1).

(4) In determining the amount of a civil penalty the Division shall consider whether:

(a) The Division made repeated attempts to obtain compliance;

(b) The licensee has a history of noncompliance with health care facility licensing laws;

(c) The violation poses a serious risk to the public’s health;

(d) The licensee gained financially from the noncompliance; and

(e) There are mitigating factors, such as a licensee’s cooperation with an investigation or actions to come into compliance.

(5) The Division shall document its consideration of the factors in section (4) of this rule.

(6) Each day a violation continues is an additional violation.

(7) A civil penalty imposed under this rule shall comply with ORS 183.745.

Stat. Auth.: ORS 441.025
Stats. Implemented: ORS 441.990
Hist.: PH 11-2009, f. & cert. ef. 10-1-09; PH 26-2010, f. 12-14-10, cert. ef. 12-15-10; PH 31-2016, f. 11-14-16, cert. ef. 11-15-16

333-501-0060

Approval of Accrediting Organizations

(1) An accrediting organization may request approval by the Division to ensure that hospitals meet state licensing standards.

(2) An accrediting organization shall request approval in writing and shall provide, at a minimum:
(a) Evidence that it is recognized as a deemed organization by CMS; or

(b) If the accrediting organization is not a deemed organization under CMS, provide:

(A) Documentation of program policies and procedures that its accreditation process meets state licensing standards;

(B) Accreditation history; and

(C) References from a minimum of two facilities currently receiving services from the organization.

(3) If the Division finds that an accrediting organization has the necessary qualifications to certify that state licensing standards have been met, the Division will enter into an agreement with the accrediting organization.

Stat. Auth.: ORS 441.062
Stats. Implemented: ORS 441.062
Hist.: PH 26-2010, f. 12-14-10, cert. ef. 12-15-10

DIVISION 510

PATIENT CARE AND NURSING SERVICES IN HOSPITALS

333-510-0001

Applicability

These rules apply to all hospitals, regardless of classification.

Stat. Auth.: ORS 413.042 & 441.055
Stats. Implemented: ORS 441.055 & 442.015
Hist.: HD 21-1993, f. & cert. ef. 10-28-93; PH 11-2009, f. & cert. ef. 10-1-09

333-510-0002

Definitions

As used in OAR chapter 333, division 510, the following definitions apply:

(1) "Direct Care Registered Nurse" means a nurse who is routinely assigned to a patient care unit, who is replaced for scheduled and unscheduled absences and includes charge nurses if the charge nurse is not management services.

(2) "Direct Care Staff" means registered nurses, licensed practical nurses and certified nursing assistants that are routinely assigned to patient care units and are replaced for scheduled or unscheduled absences.

(3) "Direct Care Staff Member" means an individual who is a direct care registered nurse, licensed practical nurse or certified nursing assistant who is routinely assigned to a patient care unit and is replaced for a scheduled or unscheduled absences.

(4) "Epidemic" means the occurrence of a group of similar conditions of public health importance in a community or region that are in excess of normal expectancy and that are from a common or propagated source.

(5) "Evidence Based Standards" means standards that have been scientifically developed, are based on current literature, and are driven by consensus.

(6) "Hospital" means a hospital as described in ORS 442.015 and an acute inpatient care facility as defined in ORS 442.470.

(7) "Mandatory Overtime" is any time that exceeds those time limits specified in ORS 441.166 unless the nursing staff member voluntarily chooses to work overtime.

(8) "Nurse Manager" means a registered nurse who has administrative responsibility 24 hours a day, 7 days a week for a patient care unit, units or hospital and who is not replaced for short-term scheduled or unscheduled absences.
(9) "Nursing care intensity" means the level of patient need for nursing care as determined by the nursing assessment.

(10) "Nursing staff" means registered nurses, licensed practical nurses and certified nursing assistants.

(11) "Nursing staff member" means an individual who is a registered nurse, licensed practical nurse or a certified nursing assistant.

(12) "On Call" means a scheduled state of availability to return to duty, work-ready, within a specified period of time.

(13) "On Call Nursing Staff" means individual nursing staff members or nursing service agencies maintained by a hospital that are available and willing to cover nursing staff shortages due to unexpected nursing staff absences or unanticipated increased nursing service needs.

(14) "Patient acuity" means the complexity of patient care needs requiring the skill and care of nursing staff.

(15) "Potential Harm" or "At Risk of Harm" means that an unstable patient will be left without adequate care for an unacceptable period of time if the assigned nursing staff member leaves the assignment or transfers care to another nursing staff member.

(16) "Quorum" means that a majority, or one-half plus one, of the staffing committee members are present during a staffing committee meeting.

(17) "Safe Patient Care" means nursing care that is provided appropriately, in a timely manner, and meets the patient’s health care needs. The following factors may be, but are not in all circumstances, evidence of unsafe patient care:

(a) A failure to implement the written nurse staffing plan;

(b) A failure to comply with the patient care plan;

(c) An error that has a negative impact on the patient;

(d) A patient report that his or her nursing care needs have not been met;

(e) A medication not given as scheduled;

(f) The nursing preparation for a procedure that was not accomplished on time;

(g) A nursing staff member who was practicing outside his or her authorized scope of practice;

(h) Daily unit-level staffing that does not include coverage for all known patients, taking into account the turnover of patients;

(i) The skill mix of employees and the relationship of the skill mix to patient acuity and nursing care intensity of the workload is insufficient to meet patient needs; or
(j) An unreasonable delay in responding to a request for nursing care made by a patient or made on behalf of a patient by his or her family member.

(18) "Staffing Committee" means the hospital nurse staffing committee.

(19) "Staffing Plan" means the written hospital-wide staffing plan for nursing services developed by the hospital nurse staffing committee.

(20) "Standby" means a scheduled state of availability to return to duty, work-ready within a specified period of time.

(21) "Waiver" means a variance to the hospital-wide staffing plan requirements as described in ORS 441.164.

Stat. Auth.: ORS 413.042 & 441.151 – 441.177
Stats. Implemented: ORS 441.165, 441.166 & 441.179
Hist.: PH 21-2006, f. & cert. ef. 10-6-06; PH 11-2009, f. & cert. ef. 10-1-09; PH 22-2016, f. & cert. ef. 7-1-16

333-510-0010

Patient Admission and Treatment Orders

(1) No patient, including patients admitted for observation status, shall be admitted to a hospital except on the order of an individual who has admitting privileges. The admitting physician or nurse practitioner shall provide sufficient information at the time of admission to establish that care can be provided to meet the needs of the patient. Admission medical information shall include a statement concerning the admitting diagnosis and general condition of the patient. Other pertinent medical information, orders for medication, diet, and treatments shall also be provided, as well as a medical history and physical.

(2) Within 24 hours of a patient's admission, a hospital shall ensure that:

(a) The patient's medical history is taken and a physical examination performed, unless:

(A) A medical history and physical examination has been completed within 30 days prior to admission, as provided in the medical staff rules and regulations; or

(B) The patient is readmitted within a month's time for the same or related condition, as long as an interval note is completed.

(b) The patient is given a provisional diagnosis.

(3) Even if a medical history or physical examination at the time of admission is not required under section (2) of this rule, a hospital shall ensure that any changes crucial to patient care are noted in an admission note.
(4) Visits from licensed health care providers shall be according to patient’s needs. Initial and ongoing assessments shall be performed for each patient and the results and observations recorded in the medical record.

(5) A Doctor of Medicine (MD) or Doctor of Osteopathy (DO) or nurse practitioner with admitting privileges shall be responsible, as permitted by the individual’s scope of practice for the care of any medical problem that may be present on admission or that may arise during an inpatient stay.

(6) No medication or treatment shall be given except on the order of a licensed healthcare professional authorized to give such orders within the State of Oregon.

Stat. Auth.: ORS 441.055
Stats. Implemented: ORS 441.055 & 442.015

333-510-0020

Nursing Care Management

(1) The nursing care of each patient, including patients admitted for observation status, in a hospital shall be the responsibility of a registered nurse (RN).

(2) The RN will only provide services to the patients for which the RN is educationally and experientially prepared and for which competency has been maintained.

(3) The RN shall be responsible and accountable for managing the nursing care of the RN’s assigned patients. The RN shall only assign the nursing care of each patient to other nursing personnel in accordance with the patient’s needs and the specialized qualifications and competence of the nursing staff available. The responsible RN shall ensure that the following activities are completed:

(a) Document the admission assessment of the patient within four hours following admission and initiate a written plan of care. This shall be reviewed and updated whenever the patient’s status changes.

(b) Develop and document within eight hours following admission a plan of care for nursing services for the patient, based on the patient assessment and realistic, understandable, achievable patient goals consistent with the applicable rules in OAR chapter 851, division 045.

(c) Observe and report to the nurse manager and the patient’s physician or other responsible health care provider authorized by law, when appropriate, any significant changes in the patient’s condition that warrant interventions that have not been previously prescribed or planned for.
(A) When the RN questions the efficacy, need or safety of continuation of medications being administered to a patient, the RN shall report that question to the physician or other responsible health care provider authorized by law authorizing the medication and shall seek further instructions concerning the continuation of the medication.

(4)(a) A hospital shall maintain documentation of certification of certified nursing assistants (CNAs), which shall be available on request to Division personnel.

(b) A nursing assistant who works in a hospital must be certified prior to assuming nursing assistant duties in accordance with OAR chapter 851, division 062.

(c) A hospital shall maintain documentation that CNAs whose functions include administration of non-injectable medications, are qualified. This documentation shall be available on request to Division personnel.

Stat. Auth.: ORS 441.055
Stats. Implemented: ORS 441.055 & 442.015

333-510-0030

Nursing Services

(1) The hospital shall provide a nursing service department, which provides 24-hour onsite registered nursing care, 7 days per week.

(2) The nursing services department shall be under the direction of a nurse executive who is a registered nurse, licensed to practice in Oregon.

(3) All nursing personnel shall maintain current certification in cardiopulmonary resuscitation.

Stat. Auth.: ORS 413.042, 441.055
Stats. Implemented: ORS 441.160 - 441.192

333-510-0040

Nurse Executive

(1) The nurse executive position shall be full-time (40 hours per week). Time spent in professional association workshops, seminars and continuing education may be counted as
duties in considering whether or not the nurse executive is full-time. If the nurse executive has responsibility for direct patient care activities, sufficient time must be available to devote to administrative duties. For hospitals with attached long-term care facilities, the nurse executive may function as the nurse executive for both the hospital and the long-term care facility.

(2) The nurse executive shall have had progressive responsibility in managing in a health care setting. The nurse executive shall be a registered nurse licensed in Oregon. In addition, the nurse executive must have a baccalaureate degree, other advanced degree, or appropriate equivalent experience, with emphasis in management preferred.

(3) The nurse executive shall have written administrative authority, responsibility, and accountability for assuring functions and activities of the nursing services department and shall participate in the development of any policies that affect the nursing services department. This includes budget formation, implementation and evaluation. The nurse executive shall ensure the:

(a) Development and maintenance of a nursing service philosophy, objective, standards of practice, policy and procedure manuals, and job descriptions for each level of nursing service personnel;

(b) Development and maintenance of personnel policies of recruitment, orientation, in-service education, supervision, evaluation, and termination of nursing service staff or ensure it is done by another department;

(c) Development and maintenance of policies and procedures for determination of nursing staff's capacity for providing nursing care for any patient seeking admission to the facility;

(d) Development and maintenance of a quality assessment and performance improvement program for nursing service;

(e) Coordination of nursing service departmental function and activities with the function and activities of other departments; and

(f) Ensure participation with the administrator and other department directors in development and maintenance of practices and procedures that promote infection control, fire safety, and hazard reduction.

(4) Whenever the nurse executive is not available in person or by phone, the nurse executive shall designate in writing a specific registered nurse or nurses, licensed to practice in Oregon, to be available in person or by phone to direct the functions and activities of the nursing services department.

Stat. Auth.: ORS 441.055
Stats. Implemented: ORS 441.055 & 442.015
333-510-0045
Nurse Staffing Posting and Record Requirements

(1) On each hospital unit, a hospital shall post a complaint notice that:

(a) Summarizes the provisions of ORS 441.152 to 441.177;

(b) Is clearly visible to the public; and

(c) Includes the Authority’s complaint reporting phone number, electronic mail address and website address.

(2) A hospital shall also post an anti-retaliation notice on the premises that:

(a) Summarizes the provisions of ORS 441.181, 441.183, 441.184 and 441.192;

(b) Is clearly visible; and

(c) Is posted where notices to employees and applicants for employment are customarily displayed.

(3) A hospital shall keep and maintain all records necessary to demonstrate compliance with ORS 441.152 to 441.177. These records shall:

(a) Be maintained for no fewer than three years;

(b) Be promptly provided to the Authority upon request; and

(c) Include, at minimum:

(A) The staffing plan;

(B) The hospital nurse staffing committee charter;

(C) Staffing committee meeting minutes;

(D) Documentation showing how all members of the staffing committee were selected;

(E) All complaints filed with the staffing committee;

(F) Personnel files for all nursing staff positions that include, at minimum, job descriptions, required licensure and specialized qualifications and competencies required for the individual's assigned nurse specialty or unit;

(G) Documentation showing work schedules for nursing staff in each hospital nurse specialty or unit;

(H) Documentation showing actual hours worked by all nursing staff;

(I) Documentation showing all work schedule variances that resulted in the use of replacement nursing staff;
(J) Documentation showing how many on-call hours, if any, required nursing staff to be on the hospital premises;

(K) Documentation showing how many required meeting, education and training hours, if any, were required of nursing staff;

(L) The hospital's mandatory overtime policy and procedure;

(M) Documentation showing how many, if any, overtime hours were worked by nursing staff;

(N) Documentation of all waiver requests, if any, submitted to the Authority;

(O) Documentation showing how many, if any, additional hours were worked due to emergency circumstances and the nature of those circumstances;

(P) The list of on-call nursing staff used to obtain replacement nursing staff;

(Q) Documentation showing how and when the hospital updates its list of on-call staff used to obtain replacement nursing staff and how the hospital determines eligibility to remain on the list;

(R) Documentation showing the hospital's procedures for obtaining replacement nursing staff, including efforts made to obtain replacement staff;

(S) Documentation showing the hospital's actual efforts to seek replacement staff when needed;

(T) Documentation showing each actual instance in which the hospital implemented the policy described in OAR 333-510-0110(2)(g) to initiate limitations on admission or diversion of patients to another hospital; and

(U) All staffing committee reports filed with the hospital administration following a review of the staffing plan.

Stat. Auth.: ORS 413.042, 441.155, 441.169, 441.173 & 441.185
Stats. Implemented: ORS 441.155, 441.169, 441.173 & 441.185
Hist.: OHD 2-2000, f. & cert. ef. 2-15-00; OHD 3-2001, f. & cert. ef. 3-16-01; OHD 20-2002, f. & cert. ef. 12-10-02; PH 22-2005(Temp), f. 12-30-05, cert. ef. 1-1-06 thru 6-29-06; PH 21-2006, f. & cert. ef. 10-6-06; PH 11-2009, f. & cert. ef. 10-1-09; PH 11-2009, f. & cert. ef. 10-1-09; PH 22-2016, f. & cert. ef. 7-1-16

333-510-0050

Inservice Training Requirements for Nursing

(1) The nurse executive or her or his designee shall coordinate all inservice training for nursing. Each year the inservice training agenda shall include at least the following:

(a) Infection control measures;

(b) Emergency procedures including, but not limited to, procedures for fire and other disaster;
(c) Application of physical restraints (if the facility population includes any patient with orders for restraints); and

(d) Other special needs of the facility population.

(2) Training for procedures for life-threatening situations, including cardiopulmonary resuscitation shall be provided every two years.

(3) The facility, through the nurse executive, shall assure that each licensed or certified employee is knowledgeable of the laws and rules governing his or her performance and that employees function within those performance standards.

(4) Documentation of such training shall include the date, content and names of attendees.

Stat. Auth.: ORS 441.055
Stats. Implemented: ORS 441.055 & 442.015

333-510-0060

Patient Environment

(1) A hospital shall provide for each patient:

(a) A good bed, mattress, pillow with protective coverage, and necessary bed coverings;

(b) Items needed for personal care; and

(c) Separate storage space for clothing, toilet articles, and other personal belongings.

(2) In multiple-bed rooms, opportunity for patient privacy shall be provided by flame retardant curtains or screens. In hospitals caring for pediatric patients, cubicle curtains or screens are not required for beds assigned these patients.

(3) No patient shall be admitted to a bed in any room, other than one regularly designated as a bedroom or ward. The placing of a patient's bed in a diagnostic room, treatment room, operating room or delivery room is expressly prohibited, except under emergency circumstances.

(4) No towels, wash cloths, bath blankets, or other linen which comes directly in contact with the patient shall be interchangeable from one patient to another unless it is first laundered.

(5) Temperature-controlled pads shall be so covered that the patient cannot be harmed by excessive heat or cold and carefully checked as to temperature and leakage. Electrical heating pads, blankets, or sheets shall be used only on the written order of the physician or other health care practitioner authorized by law.

(6) The use of torn or unclean bed linen is prohibited.
(7) In facilities caring for pediatric patients, an emergency signaling system for use by attendants summoning assistance and a two-way voice intercommunication system between the nurses’ station and rooms or wards housing pediatric patients shall be provided.

Stat. Auth.: ORS 441.055
Stats. Implemented: ORS 441.055 & 442.015

333-510-0105

Nurse Staffing Committee Requirement

(1) Each hospital shall establish and maintain a hospital nurse staffing committee. The staffing committee shall develop a written hospital-wide staffing plan for nursing services in accordance with ORS 441.155 and OAR chapter 333, division 510 rules. In developing the staffing plan, the staffing committee’s primary goal shall be to ensure that the hospital is adequately staffed to meet the health care needs of its patients.

(2) The staffing committee shall meet:

(a) At least once every three months; and

(b) At any time and place specified by either co-chair of the staffing committee.

(3) The hospital shall release a member of the staffing committee from his or her assignment to attend committee meetings and provide paid time for this purpose.

(4) The staffing committee shall be comprised of an equal number of hospital nurse managers and direct care staff. Direct care staff members shall be selected as follows:

(a) The staffing committee shall include at least one direct care registered nurse from each hospital nurse specialty or unit as the specialty or unit is defined by the hospital to represent that specialty or unit;

(b) In addition to the direct care registered nurses described in subsection (a) of this section there must be one position on the staffing committee that is filled by a direct care staff member who is not a registered nurse and whose services are covered by the staffing plan;

(c) If the direct care registered nurses working at the hospital are represented under a collective bargaining agreement, the bargaining unit shall coordinate voting to allow the direct care registered nurses who work at the hospital to select each direct care registered nurse on the staffing committee;
(d) If the direct care registered nurses working at the hospital are not represented under a collective bargaining agreement, the direct care registered nurses belonging to each hospital nurse specialty or unit shall select the direct care registered nurse to represent it on the staffing committee; and

(e) If the position that must be filled by a direct care staff member who is not a registered nurse and whose services are covered by the staffing plan is represented under a collective bargaining agreement, the bargaining unit shall coordinate voting to allow the direct care staff members who are not registered nurses to select the direct care staff member who is not a registered nurse to represent them on the staffing committee.

(f) If the position that must be filled by a direct care staff member who is not a registered nurse and whose services are covered by the staffing plan is not represented under a collective bargaining agreement, the direct care staff members who are not registered nurses shall select the direct care staff member who is not a registered nurse to represent them on the staffing committee.

(5) The staffing committee shall have two co-chairs. One co-chair must be a hospital nurse manager elected by a majority of the staffing committee members who are hospital nurse managers. The other co-chair must be a direct care registered nurse elected by a majority of the staffing committee members who are direct care staff.

(6) The staffing committee must develop a written charter that documents the policies and procedures of the staffing committee. At minimum, the charter must include:

(a) How meetings are scheduled;

(b) How members are notified of meetings;

(c) How agendas are determined;

(d) How input from hospital nurse specialty or unit staff is submitted;

(e) Who may participate in decision-making;

(f) How decisions are made; and

(g) How the staffing committee shall monitor, evaluate and modify the staffing plan over time.

(7) Staffing committee meetings must be conducted as follows:

(a) A meeting may not be conducted unless a quorum of staffing committee members is present;

(b) Except as set forth in subsection (c) of this section, a meeting must be open to all hospital nursing staff as observers and to any other individual as either observer or presenter by invitation of either co-chair of the staffing committee;
(c) Either co-chair of the staffing committee may temporarily exclude all non-members from a meeting during staffing committee deliberations and voting; and

(d) Each staffing committee decision must be made by majority vote; however, if a quorum consists of an unequal number of hospital nurse managers and direct care staff, only an equal number of hospital nurse managers and direct care staff may vote.

(8) The staffing committee must document meeting proceedings by keeping written meeting minutes that include, but are not limited to, the following information:

(a) The name and position of each staffing committee member in attendance;

(b) The name and position of each observer or presenter in attendance;

(c) Motions made;

(d) Outcomes of votes taken;

(e) A summary of staffing committee discussions; and

(f) Instances in which non-members have been excluded from staffing committee meetings.

(9) The staffing committee shall approve meeting minutes prior to or during the next staffing committee meeting.

(10) The staffing committee shall provide meeting minutes to hospital nursing staff and other hospital staff upon request no more than 30 calendar days after the meeting minutes are approved by the staffing committee.

Stat. Auth.: ORS 413.042, 441.151 & 441.154
Stats. Implemented: ORS 441.154
Hist.: PH 22-2016, f. & cert. ef. 7-1-16

333-510-0110

Nurse Staffing Plan Requirements

(1) Each hospital shall implement a written hospital-wide staffing plan for nursing services that is developed and approved by the hospital nurse staffing committee established in accordance with ORS 441.154 and OAR chapter 333 division 510 rules.

(2) The staffing plan:

(a) Must be based on the specialized qualifications and competencies of the nursing staff and provide for the skill mix and level of competency necessary to ensure that the hospital is staffed to meet the health care needs of patients;

(b) Must be based on a measurement of hospital unit activity that quantifies the rate of admissions, discharges and transfers for each hospital unit and the time required for a direct
care registered nurse belonging to a hospital unit to complete admissions, discharges and transfers for that hospital unit;

(c) Must be based on total diagnoses for each hospital unit and the nursing staff required to manage that set of diagnoses;

(d) Must be consistent with nationally recognized evidence-based standards and guidelines established by professional nursing specialty organizations such as, but not limited to: The American Association of Critical Care Nurses, American Operating Room Nurses (AORN), or American Society of Peri-Anesthesia Nurses (ASPN);

(e) Must recognize differences in patient acuity and nursing care intensity;

(f) Must establish minimum numbers of nursing staff, including licensed practical nurses and certified nursing assistants, required on specified shifts, provided that no fewer than one registered nurse and one other nursing staff member is on duty in a unit when a patient is present;

(g) Must include a formal process for evaluating and initiating limitations on admission or diversion of patients to another hospital when, in the judgment of a direct care registered nurse or a nurse manager, there is an inability to meet patient care needs or a risk of harm to patients;

(h) Must consider tasks not related to providing direct care, including meal breaks and rest breaks;

(i) May not base nursing staff requirements solely on external benchmarking data;

(j) May not be used by a hospital to impose upon unionized nursing staff any changes in wages, hours or other terms and conditions of employment unless the hospital first provides notice to and, upon request, bargains with the union; and

(k) May not create, preempt or modify a collective bargaining agreement or require parties to an agreement to bargain over the staffing plan while a collective bargaining agreement is in effect.

Stat. Auth.: ORS 413.042 & 441.155
Stats. Implemented: ORS 441.155
Hist.: PH 22-2016, f. & cert. ef. 7-1-16

333-510-0115

Nurse Staffing Plan Review Requirement

(1) The staffing committee shall:

(a) Review the staffing plan at least once per year; and

(b) At any other time specified by either co-chair of the staffing committee.

(2) In reviewing the staffing plan, the staffing committee shall consider:
(a) Patient outcomes;

(b) Complaints regarding staffing, including complaints about a delay in direct care nursing or an absence of direct care nursing;

(c) The number of hours of nursing care provided through a hospital unit compared with the number of patients served by the hospital unit during a 24-hour period;

(d) The aggregate hours of mandatory overtime worked by nursing staff;

(e) The aggregate hours of voluntary overtime worked by nursing staff;

(f) The percentage of shifts for each hospital unit for which staffing differed from what is required by the staffing plan;

(g) Any other matter determined by the committee to be necessary to ensure that the hospital is staffed to meet the health care needs of patients; and

(h) Any report filed by a nursing staff member stating the nursing staff member's belief that the hospital unit engaged in a pattern of requiring direct care nursing staff to work overtime for nonemergency care.

(3) Following its review of the staffing plan, the staffing committee shall issue a written report to the hospital that indicates whether the staffing plan ensures that the hospital is adequately staffed and meets the health care needs of patients. If the report indicates that it does not, the staffing committee shall modify the staffing plan as necessary to accomplish this goal.

Stat. Auth.: ORS 413.042 & 441.156
Stats. Implemented: ORS 441.156
Hist.: PH 22-2016, f. & cert. ef. 7-1-16

333-510-0120

Nurse Staffing Plan Mediation

(1) If the staffing committee is unable to reach an agreement on the staffing plan, either co-chair of the staffing committee may invoke a waiting period of 30 business days.

(a) During the 30-day waiting period, the staffing committee shall continue to develop the staffing plan; and

(b) The hospital shall promptly respond to any reasonable requests for data that is related to the impasse and is submitted by either co-chair of the staffing committee.

(2) If at the end of the 30-day waiting period, the staffing committee remains unable to reach an agreement on the staffing plan, one of the staffing committee co-chairs shall notify the Authority of the impasse. This notification shall include:
(a) Documentation that the staffing committee voted on the provision or provisions in question and a deadlock resulted;

(b) Documentation that either co-chair of the staffing committee formally invoked a 30-day waiting period;

(c) Documentation that during the 30-day waiting period, the staffing committee continued to develop the staffing plan including documentation of options the staffing committee considered after invoking the 30-day waiting period;

(d) Documentation of any reasonable requests for data submitted to the hospital by either staffing committee co-chair and the hospital’s response, if any; and

(e) Documentation that the staffing committee voted on the provision or provisions in question again after the 30-day waiting period formally ended and another deadlock resulted.

(3) No more than 15 business days after receiving notice of an impasse, the Authority shall assign the staffing committee a mediator to assist the staffing committee in reaching an agreement on the staffing plan.

(a) Mediation shall be consistent with requirements for implementing and reviewing staffing plans set forth in ORS 441.155 and 441.156 and OAR chapter 333 division 510 rules; and

(b) Mediation shall be provided for no more than 90 calendar days.

(4) The Authority may impose civil monetary penalties against a hospital, if the staffing committee is unable to reach an agreement on the staffing plan after 90 days of mediation.

Stat. Auth.: ORS 413.042, 441.154 & 441.175
Stats. Implemented: ORS 441.154
Hist.: PH 22-2016, f. & cert. ef. 7-1-16

333-510-0125

Replacement Nurse Staffing Requirements

(1) A hospital must maintain and post or publish a list of on-call nursing staff that may be contacted to provide qualified replacement or additional nursing staff in the event of a vacancy or unexpected shortage. This list must:

(a) Provide for sufficient replacement nursing staff on a regular basis; and

(b) Be available to the individual who is responsible for obtaining replacement staff during each shift.

(2) When developing and maintaining the on-call list, the hospital must explore all reasonable options for identifying local replacement staff and these efforts must be documented.
(3) When a hospital learns about the need for replacement nursing staff, the hospital must make every reasonable effort to obtain adequate voluntary replacement nursing staff for unfilled hours or shifts before requiring a nursing staff member to work overtime and these efforts must be documented. Reasonable efforts include, but are not limited to:

(a) The hospital seeking replacement nursing staff at the time the vacancy is known; and

(b) The hospital contacting all available resources on its list of on-call nursing staff as described in this rule.

Stat. Auth.: ORS 413.042, 441.155 & 441.166
Stats. Implemented: ORS 441.155 & 441.166
Hist.: PH 22-2016, f. & cert. ef. 7-1-16

333-510-0130

Nursing Staff Member Overtime

(1) For purposes of this rule "require" means to make compulsory as a condition of employment whether as a result of a previously scheduled shift or hours actually worked during time spent on call or on standby.

(2) A hospital may not require a nursing staff member to work:

(a) Beyond the agreed-upon and prearranged shift, regardless of the length of the shift;

(b) More than 48 hours in any hospital-defined work week;

(c) More than 12 hours in a 24-hour period;

(d) During the 10-hour period immediately following the 12th hour worked during a 24-hour period. This work period begins when the nursing staff member begins a shift; or

(e) During the 10-hour period immediately following any agreed-upon and prearranged shift in which the nurse worked more than 12 hours in a 24-hour period.

(3) Time spent by the nursing staff member in required meetings or receiving education or training shall be included as hours worked for the purpose of section (2) of this rule.

(4) Time spent on call or on standby when the nursing staff member is required to be at the hospital shall be included as hours worked for the purpose of section (2) of this rule.

(5) Time spent on call or on standby when the nursing staff member is not required to be at the hospital may not be included as hours worked for the purpose of section (2) of this rule.

(6) Nothing in this rule precludes a nursing staff member from volunteering to work overtime.

(7) A hospital may require an additional hour of work beyond the hours authorized in section (2) of this rule if:
(a) A staff vacancy for the next shift becomes known at the end of the current shift; or

(b) There is a potential harm to an assigned patient if the nursing staff member leaves the assignment or transfers care to another nursing staff member.

(8) Each hospital must have a policy and procedure in place to ensure, at minimum, that:

(a) Mandatory overtime, when required, is documented in writing; and

(b) Mandatory overtime policies and procedures are clearly written, provided to all new nursing staff and readily available to all nursing staff.

(9) If a nursing staff member believes that a hospital unit is engaging in a pattern of requiring direct care nursing staff to work overtime for nonemergency care, the nursing staff member may report that information to the staffing committee. The staffing committee shall consider the information when reviewing the staffing plan as described in OAR 333-510-0115.

(10) The provisions of sections (2) through (8) of this rule do not apply to nursing staff needs:

(a) In the event of a national or state emergency or circumstances requiring the implementation of a facility disaster plan; or

(b) In emergency circumstances that include:

(A) Sudden and unforeseen adverse weather conditions;

(B) An infectious disease epidemic suffered by hospital staff;

(C) Any unforeseen event preventing replacement staff from approaching or entering the premises; or

(D) Unplanned direct care staff vacancies of 20 percent or more of the nursing staff for the next shift hospital-wide at the Oregon State Hospital if, based on the patient census, the Oregon State Hospital determines the number of direct care staff available hospital-wide cannot ensure patient safety.

(11) Nothing in section (10) of this rule relieves the Oregon State Hospital from contacting voluntary replacement staff as described in OAR 333-510-0125 and documenting these contacts.

(12) A registered nurse at a hospital may not place a patient at risk of harm by leaving a patient care assignment during an agreed upon scheduled shift or an agreed-upon extended shift without authorization from the appropriate supervisory personnel as required by the Oregon State Board of Nursing OAR, chapter 851.

(13) Until the Authority defines "other nursing staff" as that term is described in ORS 441.166(1), this rule applies only to "nursing staff member" as that term is defined in these rules.
333-510-0135

Nurse Staffing Plan Waiver

(1) At a hospital’s request, the Authority may waive any staffing plan requirement set forth in ORS 441.155 provided that a waiver is necessary to ensure that the hospital is staffed to meet the health care needs of its patients.

(2) All requests for a waiver must:

(a) Be submitted to the Authority in writing;

(b) State the reason or reasons for which the hospital is seeking the waiver;

(c) Explain how the waiver is necessary for the hospital to meet patient health care needs; and

(d) Include verification that the hospital notified the staffing committee of the request for a waiver prior to its submission.

Stat. Auth.: ORS 413.042 & 441.165
Stats. Implemented: ORS 441.155 & 441.165
Hist.: PH 22-2016, f. & cert. ef. 7-1-16

333-510-0140

Nurse Staffing Plan During an Emergency

(1) A hospital is not required to follow the staffing plan developed and approved by the staffing committee in the event of:

(a) A national or state emergency requiring the implementation of a facility disaster plan;

(b) Sudden and unforeseen adverse weather conditions; or

(c) An infectious disease epidemic suffered by hospital staff.

(2) In the event of an emergency circumstance not described in section (1) of this rule, either co-chair of the staffing committee may specify a time and place to meet to review and potentially modify the staffing plan in response to the emergency circumstance.

Stat. Auth.: ORS 413.042 & 441.165
Stats. Implemented: ORS 441.155 & 441.165
Hist.: PH 22-2016, f. & cert. ef. 7-1-16

Source: Oregon Administrative Rules, Oregon Health Authority, Public Health Division. Division 510. Patient Care and Nursing Services in Hospitals.
Welcome to the State of Oregon!
This booklet will assist you in the lawful practice of nursing in our state. It also explains why the Oregon State Board of Nursing exists, how it functions, and its importance to each nurse in the state.

Each state regulates its own practice of nursing; therefore, the scope of nursing practice varies from state to state. It is your legal and professional responsibility to understand your scope of practice. It also is your responsibility to be familiar with the Oregon Nurse Practice Act.

Again, we welcome you to the nursing profession in Oregon and invite you to attend OSBN board meetings. Please visit our website at www.oregon.gov/OSBN, or call or write the OSBN office if we can be of assistance to you.
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About The Board of Nursing

The mission of the Oregon State Board of Nursing (OSBN) is to safeguard the public’s health and wellbeing by providing guidance for, and regulation of, entry into the profession, nursing education and continuing safe practice.

The nine OSBN members are appointed by the Governor and include: four Registered Nurses, two Licensed Practical Nurses, one nurse practitioner and two public members. They represent a variety of geographic locations and areas of nursing practice, and may serve a maximum of two three-year terms. The OSBN is an agency within Oregon state government that licenses and regulates Licensed Practical Nurses, Registered Nurses, Nurse Practitioners, Certified Registered Nurse Anesthetists, Clinical Nurse Specialists, Certified Nursing Assistants and Certified Medication Aides.

The law that regulates nurses and nursing assistants is known as the Oregon Nurse Practice Act (Oregon Revised Statutes, Chapter 678.010-678.445). Any changes in the law must be made by the legislature. This law grants the OSBN authority to write administrative rules that further define the law (Oregon Administrative Rules, Chapter 851). These rules have the effect of law and help define safe and competent practice. There is an opportunity for public comment and input during the rulemaking process, in accordance with the Oregon Administrative Procedures Act.

The OSBN meets five times a year and may hold special meetings if necessary. Board meetings are open to the public. A schedule of meetings is available from the OSBN office or on its website at www.oregon.gov/OSBN. The OSBN employs a staff of more than 40 who assist Board members and provide customer service.

The OSBN, with the help of its staff:
- determines licensure and certification requirements;
- interprets the Oregon Nurse Practice Act, including scope-of-practice;
- evaluates and approves nursing education programs and nursing assistant training programs;
- issues licenses and renewals;
- investigates complaints and takes disciplinary action against licensees who violate the Oregon Nurse Practice Act;
- maintains the nursing assistant registry, administers competency evaluations and imposes disciplinary sanctions for nursing assistants;
- provides testimony to the legislature and other organizations as needed.
You become subject to the authority of the Oregon State Board of Nursing upon application for licensure. You remain subject to that authority while you are licensed in this state.

**Responsibilities of a Licensed Nurse**

Holding a professional license gives you the right to engage in your profession lawfully. However, with that right comes a responsibility to the public. These basic tips will help you comply with the Oregon Nurse Practice Act:

**Obtain an Oregon License Before Practicing Nursing**

According to Oregon’s mandatory licensure law, all nurses are required to have a current Oregon license before employment as a nurse. It is unlawful for a person to use any sign, card or device indicating they are a nurse, or to use the letters “LPN,” “RN,” “CNS,” “CRNA,” or “NP” unless they hold a current license issued by the OSBN. The OSBN does not issue temporary licenses.

**Notify the OSBN When You Change Your Name or Address**

According to Oregon Administrative Rule, licensees must keep their current name and home address on file with the OSBN at all times. When a change of name occurs, you must complete a duplicate license application and send that, along with legal proof of your name change and appropriate fees, to the OSBN office. For address changes, send your old and new addresses to the OSBN office via fax, e-mail, US mail or telephone (you must speak directly with a representative—no voicemail messages are accepted for address changes). Or, you can change your address through our internet renewal system ([www.oregon.gov/OSBN](http://www.oregon.gov/OSBN) and click on “License Renewal”). By keeping us informed, we can ensure you receive license renewal notifications, newsletters and information about new nursing-related laws and regulations in a timely manner.

**Remember to Renew your License on Time**

Your nursing license must be renewed every two years according to your birthdate. For instance, if you were born in an even-numbered year, you will need to renew your license in even-numbered years.

Approximately six to eight weeks before your license expires, you should receive a renewal notice from the OSBN. Failure to receive this courtesy notice in the mail, however, does not relieve you of your responsibility to maintain a current license.
To renew your license, you may use the OSBN internet renewal system. Navigate your web browser to: www.oregon.gov/OSBN and click on “License Renewal.” Simply follow the on-screen directions that will lead you through the secure renewal application process. If you do not want to use the internet renewal system, you can print an application from our website (click on “Forms”) or call the OSBN office and request that a paper application form be mailed to you.

If you allow your license to expire, you may have it reinstated by submitting a renewal form to the OSBN office with the appropriate fees. If you practice nursing without a current license, you could be subject to a civil penalty of up to $5,000. If you do not renew your license within 60 days of its expiration date it will need to be reactivated (with additional fees).

**Report Lost or Stolen Licenses**

If your license is stolen or lost, report it to the OSBN office at 971-673-0685 immediately. We can help you obtain a duplicate license.

**Nursing Practice Requirements**

To receive your initial RN or LPN license or to renew, you must meet the practice requirements in one of these ways:

- practice nursing for a minimum of 960 hours (at the level of license you are seeking) during the five years preceding your application; or,
- graduate from an approved nursing program within the five years preceding your application; or,
- successfully complete an approved re-entry program within the two years preceding your application.

If you are unable to meet the practice requirement, you will be required to complete an approved re-entry program before licensure. Contact the OSBN office at 971-673-0685 for more information on eligibility and a list of re-entry programs.

Although the OSBN encourages nurses to participate in continuing education programs as a professional responsibility, it does not require continuing education credits/hours for RN or LPN licensure. However, the state of Oregon does require that all healthcare practitioners, including nurses, receive seven hours of pain management-related continuing education. This is a one-time only requirement and does not affect future renewal cycles. Visit the OSBN website (www.oregon.gov/OSBN) for more information.
Moving To or From Another State?

If you are moving and want to be licensed in another state, request an Endorsement Application from your new state and follow its procedures. Usually, that packet includes a NURSYS Verification Form to be sent to the National Council of State Boards of Nursing for completion.

If you recently moved to Oregon and hold a current license in your previous state, request an endorsement package from the OSBN office. You can receive an Oregon license without retaking the National Council Licensing Examination. Remember, you cannot work as a nurse in this state without a current Oregon license.

Call the OSBN office at 971-673-0685 for details. If you need information on another state’s board of nursing, check the National Council of State Boards of Nursing website at www.ncsbn.org.

Know the Oregon Nurse Practice Act, Administrative Rules and Standards of Practice

As a licensed nurse, you are responsible for knowing the Oregon Revised Statutes and Oregon Administrative Rules that comprise the Nurse Practice Act (ORS 678,010–678.445 and OAR Chapter 851). Ignorance of the law cannot be used as an excuse for violations of the Oregon Nurse Practice Act. You should have working knowledge of these documents to practice nursing within the legal scope and provide the public with safe nursing care. Each division in the Nurse Practice Act undergoes periodic review and is subject to the public rulemaking process. If you have any questions, please contact the OSBN office at 971-673-0685.

The Oregon Nurse Practice Act is available on the OSBN website (www.oregon.gov/OSBN). Hard copies are available for a fee and can be obtained by calling the OSBN office at 971-673-0685. Several of the rules that may apply to your practice are:

- Standards and scope of practice for the Registered Nurse and Licensed Practical Nurse (see pages 14–21);
- Delegation of nursing care tasks to unlicensed persons;
- Nurse practitioner, CNS or CRNA rules and scope of practice;
- Nursing assistants;
- Licensure requirements;
- Standards for nursing education programs; and,
- Conduct derogatory to the standards of nursing defined (see page 21).
Understand the Complaint Investigation Process & Disciplinary Options

According to Oregon state law, all information obtained during a specific investigation is confidential, including who makes a complaint. This encourages consumers and licensees to make valid complaints because they need not fear reprisal or other negative acts based on their complaint.

Approximately 70 percent of all complaints received by the Board are closed without disciplinary action. Upon investigation, the Board may determine that no violations of statute or administrative rule occurred. Complainants may request a written explanation for cases that are closed without disciplinary action. Any disciplinary action taken by the Board during a Board Meeting is public information, however details of the investigations leading up to such actions are not.

1. Complaints: Complaints may be filed in writing, over the phone or in person. Anonymous complaints are accepted. Approximately 50–60 percent of complaints come from nursing employers. The remainder come from state agencies, other professionals, coworkers or patients/families.

2. Investigations: Investigations into complaints are performed by OSBN staff investigators. Investigators first validate whether there is concern about the nurse’s practice or conduct. The investigation may include:
   - a review of pertinent documents, such as a summary of the incident;
   - interviews with the complainant(s), coworkers or employer; and,
   - a review of patient records, the nurse’s personnel record, police reports or court records.

If there is evidence of a practice or conduct problem, an investigator will meet with the licensee or applicant in person or by phone. If there are grounds for disciplinary action, the investigator makes a recommendation to the Board based on the OSBN discipline theory model, OSBN disciplinary policies and past Board decisions.

3. Resolution: Disciplinary cases may be resolved by:
   - Stipulated agreement—The nurse signs a document acknowledging the facts of the incident, violations of law and OSBN rules, the proposed disciplinary action and any terms and conditions to be imposed. The agreement goes to the Board for consideration and potential adoption and a Final Order is issued. Most disciplinary cases (98 percent) are resolved by stipulated agreement.
• **Notice**—If agreement is not reached, a “Notice” document is sent to the nurse. The Notice is a public document and may be requested by the complainant. It is essentially a statement of charges against the nurse. The Notice contains a timeframe within which a hearing can be requested, and specifies the level of sanction that has been proposed. The nurse is entitled to a hearing and is granted every opportunity to exercise that right. If the nurse does not request a hearing within the allotted timeframe, the case goes to the Board for a decision by default. If the nurse has a hearing and does not agree with the Board’s final decision, she/he can appeal to the Oregon Court of Appeals. If there is disagreement with the Court’s decision, the nurse can appeal further to the Oregon Supreme Court.

4. **Disciplinary Sanctions:** The Board can impose a range of disciplinary sanctions:

- **Reprimand**—A formal notice to the nurse that OSBN standards have been violated. The nursing license is not “encumbered.”
- **Civil Penalty**—A fine of up to $5,000.
- **Probation**—An imposition of restrictions or conditions under which a nurse must practice, including the type of employment setting or job role.
- **Suspension**—A period of time during which a nurse may not practice nursing.
- **Revocation**—A removal of a license or certification for an unspecified period of time, perhaps permanently.
- **Voluntary Surrender**—An action on the part of the nurse to give up her/his license or certificate instead of facing potential suspension or revocation.
- **Denial of Licensure**—An action by the Board not to issue a license or certificate.

If you have any questions, please call the OSBN office at 971-673-0685.

**The Oregon Mandatory Reporting Law**

Oregon law mandates that licensed nurses report suspected violations of the Oregon Nurse Practice Act to the OSBN. You may report violations in writing or by phone. The rules governing reporting are on page 12 of this booklet, and reportable violations are listed on pages 21–26.
Provide Accurate Information

Providing complete and accurate information helps us expedite your licensure process. Please be aware that all licensure and renewal requests are run through the Oregon Law Enforcement Data System (LEDS) and may be run through the National Council of State Boards of Nursing Information Systems and Disciplinary Data Bank. Including false or misleading information on your application may result in denial of licensure, disciplinary action, and/or a civil penalty up to $5,000.

Stay Informed

As stated before, you are ultimately accountable for providing safe, competent nursing care. There are several ways to keep informed of changes in the Oregon Nurse Practice Act:

- Attend OSBN board meetings and committee meetings. These meetings are open to the public and their locations, dates and times are available on the OSBN website, or by calling the OSBN office at 971-673-0685.
- Attend public hearings when proposed changes in the rules are presented for discussion. Notice of these hearings is published on the OSBN website at www.oregon.gov/OSBN and in the Oregon Bulletin, which is available from the Oregon Secretary of State’s office.
- Read the OSBN Sentinel, mailed to every currently licensed nurse twice a year. Please contact the OSBN Public Information Officer with suggestions for or questions concerning newsletter articles.
- Consider seeking appointment to the Oregon State Board of Nursing. Refer to the Oregon Nurse Practice Act, ORS 678.140, for information on Board member qualifications and the appointment process. Contact the Governor’s office or the OSBN for more information.
- Receive notices of upcoming rule changes at home. Call the OSBN office to be added to the interested parties’ mailing list.
- Review the Oregon Nurse Practice Act and Board policies on the OSBN website or purchase a personal copy by calling the OSBN office.

Get to Know Your Board of Nursing

Do you have questions about whether a certain nursing task falls within your scope of practice? Do you need assistance with license renewal? Or perhaps you simply need to update your address? Contact the OSBN staff at 971-673-0685—we are an important resource for you and are available if you have any questions.
OSBN Programs

Licensing and Customer Service

The Licensing Program approves applications for licensure and issues licenses or certifications to: Registered Nurses; Licensed Practical Nurses; Nurse Practitioners; Clinical Nurse Specialists, Certified Registered Nurse Anesthetists, Certified Nursing Assistants and Certified Medication Aides. The program also approves applications by new graduates or others to take the National Council Licensing Examination (NCLEX), and all applications for the CNA competency exam. They also maintain a registry of all CNAs and CMAs in Oregon.

In addition, the program compiles statistical data on Oregon nurses, such as practice area, specialty, and the location of practice, to help provide workforce and demographic data on nurses to public and private entities.

Nursing Investigations & Compliance

The Nursing Investigation and Compliance Program helps nurses, their employers and the public to understand the legal scope of nursing practice according to state law. Program advisors help nurses and nursing assistants determine if violations of the Nurse Practice Act have occurred, and explain when and how problems should be reported. They also investigate violations of the act, recommend appropriate disciplinary actions to the OSBN.
and monitor licensees or certificate-holders who have had disciplinary action taken against their license.

*The Nurse Monitoring Program* is a nondisciplinary program that monitors the practice of nurses with chemical dependency, psychiatric disorders or physical disabilities that prevent them from safely practicing nursing.

The program gives nurses the chance to seek treatment and continue, or return to, the practice of nursing in a way that protects the public’s health, safety and welfare, while supporting the nurse’s recovery.

**Education & Practice Consultant Team**

*The Education Program Consultant* approves nursing education and re-entry programs, ensuring they meet OSBN standards, and visits schools of nursing to discuss licensing requirements, the Nurse Practice Act, and NCLEX with students. In addition, the program consultant is available to confer with nurse educators on a variety of issues.

*The RN/LPN Practice Consultant* helps RNs and LPNs, their employers and the public to understand the scope of nursing practice in Oregon. The consultant also develops practice policies and is available to provide inservice presentations to nursing employers and other interested groups.

*The Advanced Practice Consultant* helps Nurse Practitioners, Clinical Nurse Specialists and Certified Registered Nurse Anesthetists understand their scopes of practice, and answers questions concerning prescriptive and dispensing privileges. The consultant is available to discuss advanced practice issues with employers, educators and other interested groups.

*The CNA Program Consultant* approves all nursing assistant and medication aide training programs and examination sites. In addition, the program consultant is available to confer with instructors and CNA/CMA programs on a variety of educational and examination issues.

**Nursing Education Programs Accredited by the OSBN**

Oregon has six baccalaureate degree programs, and 15 associate degree programs. Seven of the 15 associate degree programs have a Practical Nurse (PN) curriculum during the first year, which allows students to take the NCLEX-PN exam upon completion. Plus, there are six stand-alone PN programs. Oregon also has two masters programs and one doctoral program. Four universities offer RN to BSN completion programs.
Baccalaureate Degree Programs

1. Concordia University  
   2811 NE Holman Street  
   Portland, OR 97211-6099  
   503-288-9371

2. George Fox University  
   414 N. Meridian St., #6238  
   Newberg, OR 97132-2697  
   503-554-8383

3. Linfield Good Samaritan School of Nursing*  
   2255 NW Northrup, Rm. 304  
   Portland, OR 97210  
   503-413-7161

4. University of Portland School of Nursing*  
   5000 N. Willamette Blvd.  
   Portland, OR 97203  
   503-943-7211

5a. Oregon Health Sciences University School of Nursing*+  
    3181 SW Sam Jackson Pk. Rd.  
    Portland, OR 97201  
    503-494-7100

5b. OHSU School of Nursing at Eastern Oregon University  
    1 University Blvd.  
    La Grande, OR 97850  
    541-962-3646

5c. OHSU School of Nursing at Oregon Institute of Technology  
    3201 Campus Dr.  
    Klamath Falls, OR 97601  
    541-885-1370 or 800-422-2017

5d. OHSU School of Nursing at Southern Oregon University*+  
    1250 Siskiyou Blvd.  
    Ashland, OR 97520  
    541-552-6226

6. Walla Walla College School of Nursing*  
    10345 SE Market St.  
    Portland, OR 97216  
    503-251-6115

+ Offers a master’s level nurse practitioner program.  
* Offers a RN-to-BSN program.

Stand-Alone Practical Nurse Programs

1. Apollo College  
   2004 Lloyd Center, 3rd Floor  
   Portland, OR 97232  
   503-761-6100

2. Concorde Career Institute  
   1425 NE Irving St., Building 300  
   Portland, OR 97232  
   503-281-6141

3. Mt. Hood Community College  
   26000 SE Stark St.  
   Gresham, OR 97128  
   503-491-6727

4. Pioneer Pacific College  
   27375 SW Parkway Ave.  
   Wilsonville, OR 97070  
   503-682-1862

5. Rogue Community College  
   202 S. Riverside  
   Medford, OR 97501  
   541-245-7504

6. Valley Medical College  
   4707 Silverton Rd. NE  
   Salem, OR 97305  
   503-393-9001
Associate Degree Programs

1. Blue Mountain Community College**
   2411 NE Cardin
   PO Box 100
   Pendleton, OR 97801
   541-278-5879

2. Central Oregon Community College**
   2600 NW College Way
   Bend, OR 97701
   541-383-7540

3. Chemeketa Community College**
   4000 Lancaster Dr. NE
   Salem, OR 97309
   503-399-5058

4. Clackamas Community College***
   19600 S. Molalla Ave.
   Oregon City, OR 97045
   503-657-6958

5. Clatsop Community College**
   1653 Jerome
   Astoria, OR 97103
   503-338-2496

6. Columbia Gorge Community College**
   400 East Scenic Drive
   The Dalles, OR 97058
   541-298-3112

7. Lane Community College***
   4000 E. 30th Avenue
   Eugene, OR 97405
   541-747-4501

8. Linn-Benton Community College
   6500 SW. Pacific Blvd.
   Albany, OR 97321
   541-917-4511

9. Mt. Hood Community College***
   26000 SE Stark
   Gresham, OR 97030
   503-491-7113

10. Oregon Coast Community College**
    332 SW Coast Highway
    Newport, OR 97366-4928
    (541) 574-7106

11. Portland Community College
    12000 SW 49th
    PO Box 19000
    Portland, OR 97280
    (503) 977-4205

12. Rogue Community College***
    3345 Redwood Highway
    Grants Pass, OR 97527
    541-956-7308

13. Southwestern Oregon Community College***
    1988 Newmark Ave.
    Coos Bay, OR 97420
    1-800-962-2838 or 541-888-7340

14. Treasure Valley Community College**
    650 College Blvd.
    Ontario, OR 97914
    (541) 889-6493 Ext. 345

15. Umpqua Community College***
    1140 College Rd.
    PO Box 967
    Roseburg, OR 97470
    541-440-4613

** Has PN curriculum the first year.
*** Adopted Oregon Consortium for Nursing Education (OCNE) curriculum.
Excerpts from the Oregon Nurse Practice Act

As mentioned earlier, the Oregon Nurse Practice Act is comprised of Oregon Revised Statutes (ORS), which can only be altered by the state legislature, and Oregon Administrative Rules (OAR). Administrative rules are created by the OSBN and further define the statutes. For each change in administrative rules, there is an opportunity for public comment.

Mandatory Reporting Defined (OAR 851-045-0090)

Note: Oregon Revised Statutes (ORS), contained within the Oregon Nurse Practice Act, provide protection for those who find themselves in the position of having to report a licensee.

1. It is not the intent of the Board of Nursing that each and every nursing error be reported.

2. It is not the intent of the Board of Nursing that mandatory reporting take away the disciplinary ability and responsibility from the employer of the nurse.

3. Anyone knowing of a licensed nurse whose behavior or nursing practice fails to meet accepted standards for the level at which the nurse is licensed, shall report the nurse to the person in the work setting who has authority to institute corrective action. Anyone who has knowledge or concern that the nurse’s behavior or practice presents a potential for, or actual danger to the public health, safety and welfare, shall report or cause a report to be made to the Board of Nursing. Failure of any licensed nurse to comply with this reporting requirement may in itself constitute a violation of nursing standards.

4. Any organization representing licensed nurses shall report a suspected violation of ORS Chapter 678, or the rules adopted within, in the manner prescribed by sections (5) and (6) of this rule.

5. The decision to report a suspected violation of ORS Chapter 678, or the rules adopted within, shall be based on, but not limited to, the following:
   a. The past history of the licensee’s performance;
   b. A demonstrated pattern of substandard practice, errors in practice or conduct derogatory to the standards of nursing, despite efforts to assist the licensee to improve practice or conduct through a plan of correction; and
c. The magnitude of any single occurrence for actual or potential harm to the public health, safety and welfare.

6. The following shall always be reported to the Board of Nursing:
   a. A nurse imposter. As used here “nurse imposter” means an individual who has not attended or completed a nursing education program or who is ineligible for nursing licensure as a LPN or RN and who practices or offers to practice nursing or uses any title, abbreviation, card, or device to indicate that the individual is licensed to practice nursing in Oregon;
   b. Practicing nursing when the license has become void due to nonpayment of fees;
   c. Practicing nursing as defined in ORS 678.010 unless licensed as a Registered Nurse or Licensed Practical Nurse or certified as a Nurse Practitioner;
   d. Arrest for or conviction of a crime which relates adversely to the practice of nursing or the ability to safely practice nursing;
   e. Dismissal from employment due to unsafe practice or conduct derogatory to the standards of nursing;
   f. Client abuse;
   g. A pattern of conduct derogatory to the standards of nursing as defined by the rules of the Board or a single serious occurrence;
   h. Any violation of a disciplinary sanction imposed on the licensee by the Board of Nursing;
   i. Failure of a nurse not licensed in Oregon and hired to meet a temporary staffing shortage to apply for Oregon licensure by the day the nurse is placed on staff;
   j. Substance abuse as defined in ORS 678.111(e); and
   k. Any other cause for discipline as defined in ORS 678.111.

Confidentiality of Information Supplied to the OSBN (ORS 678.126)

1. Any information provided to the OSBN pursuant to ORS 678.021, 678.111, 678.113 or 678.135 is confidential and shall not be subject to public disclosure.

2. Any person, facility, licensee or association that reports or provides information to the OSBN under ORS 678.021, 678.111, 678.113 or 678.135 in good faith shall not be subject to an action for civil damages as a result thereof.
Scope of Practice Standards for All Licensed Nurses (OAR 851-045-0040)

1. Standards related to the licensed nurse’s responsibilities for client advocacy. The licensed nurse:
   a. Advocates for the client’s right to receive appropriate care, including person-centered care and end-of-life care, considerate of the client’s needs, choices and dignity;
   b. Intervenes on behalf of the client to identify changes in health status, to protect, promote and optimize health, and to alleviate suffering;
   c. Advocates for the client’s right to receive appropriate and accurate information;
   d. Communicates client’s choices, concerns and special needs to other members of the healthcare team; and
   e. Protects clients’ rights to engage in or refuse to engage in research.

2. Standards related to the licensed nurse’s responsibilities for the environment of care. The licensed nurse:
   a. Promotes an environment conducive to safety and comfort for all levels of care, including self-care and end-of-life care; and
   b. Identifies client safety and environment concerns; takes action to correct those concerns and report as needed.

3. Standards related to the licensed nurse’s responsibilities for ethics, including professional accountability and competence. The licensed nurse:
a. Has knowledge of the statutes and regulations governing nursing, and practices within the legal boundaries of licensed nursing practice;
b. Accepts responsibility for individual nursing actions and maintains competence in one's area of practice;
c. Obtains instruction and supervision as necessary when implementing nursing practices;
d. Accepts only nursing assignments for which one is educationally prepared and has the current knowledge, skills and ability to safely perform;
e. Accepts responsibility for notifying the employer of an ethical objection to the provision of specific nursing care or treatment;
f. Maintains documentation of the method by which competency was gained, and evidence that it has been maintained;
g. Ensures unsafe nursing practices are reported to the Board of Nursing and unsafe practice conditions to the appropriate regulatory agency(s);
h. Retains professional accountability when accepting, assigning, or supervising nursing care and interventions;
i. Demonstrates honesty and integrity in nursing practice;
j. Promotes and preserves clients' autonomy, dignity and rights in a nonjudgmental, nondiscriminatory manner that recognizes client diversity;
k. Maintains appropriate professional boundaries; and
l. Protects confidential client information, and uses judgment in sharing this information in a manner that is consistent with current law.

4. Standards related to the licensed nurse's responsibilities toward nursing technology. The licensed nurse:
   a. Acquires and maintains knowledge, skills and abilities for informatics and technologies used in nursing practice settings; and
   b. Promotes the selection and use of informatics and technologies that are compatible with the safety, dignity, and rights of the client.

5. Standards related to the licensed nurse's responsibility to assign and supervise care. The licensed nurse:
   a. Assigns to another person, tasks of nursing that fall within the nursing scope of practice and/or the work that each staff member is already authorized to perform;
b. Supervises others to whom nursing activities are assigned by monitoring performance, progress, and outcomes;
c. Ensures documentation of the activity;
d. Matches client needs with available, qualified personnel, resources and supervision;
e. Provides follow-up on problems and intervenes when needed;
f. Evaluates the effectiveness of the assignment and the outcomes of the interventions; and
g. Revises or recommends changes to the plan of care as needed.

6. Standards related to the licensed nurse’s responsibility to accept and implement orders for client care and treatment. The licensed nurse:
   a. May accept and implement orders for client care from licensed health care professionals who are authorized by Oregon statute to independently diagnose and treat;
   b. May accept and implement recommendations for care in collaboration with other health care professionals;
   c. May accept and implement orders for client care and treatment from Certified Registered Nurse Anesthetists licensed under ORS 678. These orders may be accepted in ambulatory surgical centers, and in hospital settings, as long as independent Certified Registered Nurse Anesthetists practice is consistent with hospital bylaws;
   d. May accept and implement orders for client care and treatment from Physician Assistants licensed under ORS 677, provided that the name of the supervising or agent physician is recorded with the order, in the narrative notes, or by a method specified by the health care facility. At all times the supervising or agent physician must be available to the licensed nurse for direct communication;
   e. Prior to implementation of the order or recommendation, must have knowledge that the order or recommendation is within the health care professional’s scope of practice and determine that the order or recommendation is consistent with the overall plan for the client’s care; and
   f. Has the authority and responsibility to question any order or recommendation which is not clear, perceived as unsafe, contraindicated for the client or inconsistent with the plan of care.
Scope of Practice Standards for Licensed Practical Nurses (OAR 851-045-0050)

1. The Board recognizes that the scope of practice for the licensed practical nurse encompasses a variety of roles, including but not limited to:
   a. Provision of client care;
   b. Supervision of others in the provision of care;
   c. Participation in the development and implementation of health care policy;
   d. Participation in nursing research; and
   e. Teaching health care providers and prospective health care providers.

2. Standards related to the Licensed Practical Nurse’s responsibility for nursing practice implementation. Under the clinical direction of the RN or other licensed provider who has the authority to make changes in the plan of care, and applying practical nursing knowledge drawn from the biological, psychological, social, sexual, economic, cultural and spiritual aspects of the client’s condition or needs, the Licensed Practical Nurse shall:
   a. Conduct and document initial and ongoing focused nursing assessments of the health status of clients by:
      A. Collecting objective and subjective data from observations, examinations, interviews, and written records in an accurate and timely manner as appropriate to the client’s health care needs and context of care;
      B. Distinguishing abnormal from normal data, sorting, selecting, recording, and reporting the data;
C. Detecting potentially inaccurate, incomplete or missing client information and reporting as needed;
D. Anticipating and recognizing changes or potential changes in client status; identifying signs and symptoms of deviation from current health status; and
E. Validating data by utilizing available resources, including interactions with the client and health team members.

b. Select nursing diagnostic statements and/or reasoned conclusions, from available resources, which serve as the basis for the plan or program of care.

c. Contributes to the development of a comprehensive plan of nursing care, and develops focused plans of nursing care. This includes:
   A. Identifying priorities in the plan of care;
   B. Setting realistic and measurable goals to implement the plan of care in collaboration with the client and the healthcare team; and
   C. Selecting appropriate nursing interventions and strategies.

d. Implement the plan of care by:
   A. Implementing treatments and therapy, appropriate to the context of care, including but not limited to, medication administration, nursing activities, nursing, medical and interdisciplinary orders; health teaching and health counseling; and
   B. Documenting nursing interventions and responses to care in an accurate, timely, thorough, and clear manner.

e. Evaluating client responses to nursing interventions and progress toward desired outcomes.
   A. Outcome data shall be used as a basis for reassessing the plan of care and modifying nursing interventions; and
   B. Outcome data shall be collected, documented and communicated to appropriate members of the healthcare team.

3. Standards related to the Licensed Practical Nurse's responsibility for collaboration with an interdisciplinary team. The Licensed Practical Nurse:
   a. Functions as a member of the healthcare team to collaborate in the development, implementation and evaluation of integrated client-centered plans of care;
   b. Demonstrates knowledge of roles of members of the interdisciplinary team;
c. Communicates with the registered nurse and/or other relevant personnel regarding integrated client-centered plans of care; and
d. Makes referrals as necessary.

4. Standards related to the Licensed Practical Nurse’s responsibility for leadership. The Licensed Practical Nurse:
a. Contributes to the formulation, interpretation, implementation and evaluation of the policies, protocols and operating guidelines related to nursing practice, and to the needs of the clients served;
b. Assists with the development and mentoring of other members of the healthcare team; and

c. Identifies changes in clients and changes in the practice environment that require change in policy and/or protocol.

5. Standards related to the Licensed Practical Nurse’s responsibility for quality of care. The Licensed Practical Nurse:
a. Identifies factors that affect the quality of client care and contributes to the development of quality improvement standards and processes.
b. Contributes to the collection of data related to the quality of nursing care; and

c. Participates in the measurement of outcomes of nursing care and overall care at the individual and aggregate level.

6. Standards related to the Licensed Practical Nurse’s responsibility for health promotion. The Licensed Practical Nurse:
a. Selects or implements evidence-based health education plans that address the client’s context of care, culture, learning needs, readiness and ability to learn, in order to achieve optimal health; and

b. Evaluates the outcome of health education to determine effectiveness, adjusts teaching strategies, and refers client to another licensed healthcare professional as needed.

7. Standard related to the Licensed Practical Nurse’s responsibility for cultural sensitivity. The Licensed Practical Nurse applies a basic knowledge of cultural differences to collaborate with clients to provide healthcare that recognizes cultural values, beliefs, and customs.
Scope of Practice Standards for Registered Nurses
(OAR 851-045-0060)

1. The Board recognizes that the scope of practice for the registered nurse encompasses a variety of roles, including but not limited to:
   a. Provision of client care;
   b. Supervision of others in the provision of care;
   c. Development and implementation of health care policy;
   d. Consultation in the practice of nursing;
   e. Nursing administration;
   f. Nursing education;
   g. Case management;
   h. Nursing research;
   i. Teaching health care providers and prospective health care providers;
   j. Specialization in advanced practice; and
   k. Nursing Informatics.

2. Standards related to the Registered Nurse’s responsibility for nursing practice implementation. Applying nursing knowledge, critical thinking and clinical judgment effectively in the synthesis of biological, psychological, social, sexual, economic, cultural and spiritual aspects of the client’s condition or needs, the Registered Nurse shall:
   a. Conduct and document initial and ongoing comprehensive and focused nursing assessments of the health status of clients by:
      A. Collecting objective and subjective data from observations, examinations, interviews, and written records in an accurate and timely manner as appropriate to the client’s health care needs and context of care;
      B. Distinguishing abnormal from normal data, sorting, selecting, recording, analyzing, synthesizing and reporting the data;
      C. Detecting potentially inaccurate, incomplete or missing client information and reporting as needed;
      D. Anticipating and recognizing changes or potential changes in client status; identifying signs and symptoms of deviation from current health status; and
      E. Validating data by utilizing available resources, including interactions with the client and health team members.
   b. Establish and document nursing diagnostic statements and/or reasoned conclusions which serve as the basis for the plan or program of care.
c. Develop and coordinate a comprehensive and/or focused plan of nursing care. This includes:
   A. Identifying priorities in the plan of care;
   B. Setting realistic and measurable goals to implement the plan of care in collaboration with the client and the healthcare team; and
   C. Developing nursing orders and identifying nursing strategies, interventions and actions.

d. Implement the plan of care by:
   A. Implementing treatments and therapy, appropriate to the context of care, including emergency measures, interpretation of medical orders, medication administration, independent nursing activities, nursing, medical and interdisciplinary orders, health teaching and health counseling; and
   B. Documenting nursing interventions and responses to care in an accurate, timely, thorough, and clear manner.

e. Evaluating client responses to nursing interventions and progress toward desired outcomes.
   A. Outcome data shall be used as a basis for reassessing the plan of care and modifying nursing interventions; and
   B. Outcome data shall be collected, documented and communicated to appropriate members of the healthcare team.
3. Standards related to the Registered Nurse’s responsibility for collaboration with an interdisciplinary team. The Registered Nurse:
   a. Functions as a member of the healthcare team to collaborate in the development, implementation and evaluation of integrated client-centered plans of care;
   b. Demonstrates knowledge of roles of members of the interdisciplinary team;
   c. Communicates with other relevant personnel regarding integrated client-centered plans of care; and
   d. Makes referrals as necessary and ensures follow-up on those referrals.

4. Standards related to the Registered Nurse’s responsibility for leadership. The Registered Nurse:
   a. Formulates, interprets, implements and evaluates the policies, protocols and operating guidelines related to nursing practice, and the needs of the clients served;
   b. Assumes responsibility for the development and mentoring of other members of the healthcare team; and
   c. When available, uses evidence to identify needed changes in practice, standards for policy development, and clinical decision-making.

5. Standards related to the Registered Nurse’s responsibility for quality of care. The Registered Nurse:
   a. Identifies factors that affect the quality of client care and develops quality improvement standards and processes;
   b. Applies the knowledge and tools of continuous improvement in practice to improve the delivery of healthcare; and
   c. Measures outcomes of nursing care and overall care at the individual and aggregate level.

6. Standards related to the Registered Nurse’s responsibility for health promotion. The Registered Nurse:
   a. Develops and implements evidence-based health education plans that address the client’s context of care, learning needs, readiness, ability to learn, and culture, to achieve optimal health; and
   b. Evaluates the outcome of health education to determine effectiveness, adjusts teaching strategies, and refers client to another licensed healthcare professional as needed.
7. Standard related to the Registered Nurse’s responsibility for cultural sensitivity: The Registered Nurse applies a broad knowledge of cultural differences to collaborate with clients to provide healthcare that recognizes cultural values, beliefs, and customs.

8. Standards Related to Registered Nurse’s responsibility to delegate and supervise the practice of nursing. The Registered Nurse:
   a. Delegates to other Oregon licensed nurses and Certified Nursing Assistants or Medication Aides tasks of nursing that may not be within the licensee’s or certificate-holder’s normal duties but always fall within the licensee’s scope of practice or certificate-holder’s authorized duties;
   b. Delegates to Unlicensed Assistive Personnel;
   c. Delegates only within the scope of Registered Nursing practice;
   d. May delegate tasks of nursing, but may not delegate the nursing process. The core nursing functions of assessment, planning, evaluation, and nursing judgment cannot be delegated;
   e. Maintains responsibility, accountability and authority for teaching and delegation of tasks of nursing;
   f. Maintains sole responsibility, based on professional judgment, whether or not to delegate a task of nursing or to rescind that delegation;
   g. Maintains the right to refuse to delegate tasks of nursing if the Registered Nurse believes it would be unsafe to delegate or is unable to provide adequate supervision;
   h. Considers the training, experience and cultural competence of the delegated individual, as well as facility and agency policies and procedures before delegating;
   i. Delegates tasks of nursing to another individual only if that individual has the necessary skills and competence to accomplish those tasks of nursing safely;
   j. Matches client needs with available, qualified personnel, resources and supervision;
   k. Communicates directions and expectations for completion of the delegated tasks of nursing;
   l. Supervises others to whom nursing activities are delegated and monitors performance, progress, and outcomes. Ensures documentation of the activity;
m. Evaluates the effectiveness of the delegation and the outcomes of the interventions;

n. Revises the plan of care as needed;

o. Follows OAR 851-047-0000 through 851-047-0040 when delegating tasks of nursing in practice settings identified in those rules;

p. May not delegate the insertion or removal of devices intended for intravenous infusion; and

q. May not delegate administration of medications by the intravenous route, except as provided in OAR 851-047-0030.

**Conduct Derogatory to the Standards of Nursing**

*(OAR 851-045-0070)*

Nurses, regardless of role, whose behavior fails to conform to the legal standard and accepted standards of the nursing profession, or who may adversely affect the health, safety, and welfare of the public, may be found guilty of conduct derogatory to the standards of nursing. Such conduct shall include, but is not limited to, the following:

1. Conduct related to the client’s safety and integrity:
   a. Developing, modifying, or implementing standards of nursing practice/care which jeopardize patient safety.

b. Failing to take action to preserve or promote the client’s safety based on nursing assessment and judgment.

c. Failing to develop, implement and/or follow through with the plan of care.

d. Failing to modify, or failing to attempt to modify the plan of care as needed based on nursing assessment and judgment, either directly or through proper channels.

e. Assigning persons to perform functions for which they are not prepared or which are beyond their scope of practice/ scope of duties.
f. Improperly delegating tasks of nursing care to unlicensed persons in settings where a registered nurse is not regularly scheduled.

g. Failing to supervise persons to whom nursing tasks have been assigned.

h. Failing to teach and supervise unlicensed persons to whom nursing tasks have been delegated.

i. Leaving a client care assignment during the previously agreed upon work time period without notifying the appropriate supervisory personnel and confirming that nursing care for the client(s) will be continued.

j. Leaving or failing to complete any nursing assignment, including a supervisory assignment, without notifying the appropriate personnel and confirming that nursing assignment responsibilities will be met.

k. Failing to report through proper channels facts known regarding the incompetent, unethical, unsafe or illegal practice of any health care provider.

l. Failing to respect the dignity and rights of clients, regardless of social or economic status, age, race, religion, sex, sexual orientation, national origin, nature of health needs, or disability.

m. Engaging in or attempting to engage in sexual contact with a client; and

n. Failing to maintain professional boundaries with a client.

2. Conduct related to other federal or state statute/rule violations:

a. Abusing a client. The definition of abuse includes, but is not limited to, intentionally causing physical or emotional harm or discomfort, striking a client, intimidating, threatening or harassing a client, wrongfully taking or appropriating money or property, or knowingly subjecting a client to distress by conveying a threat to wrongfully take or appropriate money or property in a manner that causes the client to believe the threat will be carried out.

b. Neglecting a client. The definition of neglect includes, but is not limited to, carelessly allowing a client to be in physical discomfort or be injured.

c. Engaging in other unacceptable behavior towards or in the presence of a client such as using derogatory names or gestures or profane language.
d. Failing to report actual or suspected incidents of client abuse through the proper channels in the work place and to the appropriate state agencies.

e. Failing to report actual or suspected incidents of child abuse or elder abuse to the appropriate state agencies.

f. Unauthorized removal or attempted removal of narcotics, other drugs, supplies, property, or money from clients, the work place, or any person.

g. Soliciting or borrowing money, materials, or property from clients.

h. Using the nurse client relationship to exploit the client by gaining property or other items of value from the client either for personal gain or sale, beyond the compensation for nursing services.

i. Possessing, obtaining, attempting to obtain, furnishing, or administering prescription or controlled drugs to any person, including self, except as directed by a person authorized by law to prescribe drugs.

j. Aiding, abetting, or assisting an individual to violate or circumvent any law, rule or regulation intended to guide the conduct of nurses or other health care providers.

k. Failing to conduct practice without discrimination on the basis of age, race, religion, sex, sexual orientation, national origin, nature of health needs, or disability.

l. Violating the rights of privacy, confidentiality of information, or knowledge concerning the client, unless required by law to disclose such information or unless there is a “need to know.”

m. Violating the rights of privacy, confidentiality of information, or knowledge concerning the client by obtaining the information without proper authorization or when there is no “need to know.”

n. Unauthorized removal of client records, client information, facility property, policies or written standards from the work place; and

o. Failing to dispense or administer medications, including Methadone, in a manner consistent with state and federal law.

3. Conduct related to communication:
   a. Inaccurate recordkeeping in client or agency records.

   b. Incomplete recordkeeping regarding client care; including, but not limited, to failure to document care given or other information important to the client’s care or documentation which is inconsistent with the care given.
c. Falsifying a client or agency record or records prepared for an accrediting or credentialing entity; including, but not limited to, filling in someone else’s omissions, signing someone else’s name, record care not given, and fabricating data/values.

d. Altering a client or agency record or records prepared for an accrediting or credentialing entity; including, but not limited to, changing words/letters/numbers from the original document to mislead the reader of the record, adding to the record after the original time/date without indicating a late entry.

e. Destroying a client or agency record or records prepared for an accrediting or credentialing entity.

f. Directing another person to falsify, alter or destroy client or agency records or records prepared for an accrediting or credentialing entity.

g. Failing to maintain client records in a timely manner which accurately reflects management of client care, including failure to make a late entry within a reasonable time period.

h. Failing to communicate information regarding the client’s status to members of the health care team (physician, nurse practitioner, nursing supervisor, nurse co-worker) in an ongoing and timely manner; and

i. Failing to communicate information regarding the client’s status to other individuals who need to know; for example, family, and facility administrator.

4. Conduct related to achieving and maintaining clinical competency:

a. Performing acts beyond the authorized scope or the level of nursing for which the individual is licensed.

b. Failing to conform to the essential standards of acceptable and prevailing nursing practice. Actual injury need not be established.

c. Assuming duties and responsibilities within the practice of nursing for direct client care, supervisory, managerial or consulting roles without documented preparation for the duties and responsibilities and when competency has not been established and maintained; and

d. Performing new nursing techniques or procedures without documented education specific to the technique or procedure and clinical preceptored experience to establish competency.
5. Conduct related to impaired function:
   a. Practicing nursing when unable/unfit to perform procedures and/or make decisions due to physical impairment as evidenced by documented deterioration of functioning in the practice setting and/or by the assessment of a health care provider qualified to diagnose physical condition/status.
   b. Practicing nursing when unable/unfit to perform procedures and/or make decisions due to psychological or mental impairment as evidenced by documented deterioration of functioning in the practice setting and/or by the assessment of a health care provider qualified to diagnose mental condition/status; and
   c. Practicing nursing when physical or mental ability to practice is impaired by use of drugs, alcohol or mind-altering substances.

6. Conduct related to licensure or certification violations:
   a. Practicing nursing without a current Oregon license or certificate.
   b. Practicing as a nurse practitioner or clinical nurse specialist without a current Oregon certificate.
   c. Allowing another person to use one’s nursing license or certificate for any purpose.
   d. Using another’s nursing license or certificate for any purpose.
   e. Resorting to fraud, misrepresentation, or deceit during the application process for licensure or certification, while taking the examination for licensure or certification, while obtaining initial licensure or certification or renewal of licensure or certification.
   f. Impersonating any applicant or acting as a proxy for the applicant in any nurse licensure or certification examination; and
   g. Disclosing the contents of the examination or soliciting, accepting or compounding information regarding the contents of the examination before, during or after its administration.

7. Conduct related to the licensee’s relationship with the Board:
   a. Failing to provide the Board with any documents requested by the Board.
   b. Failing to answer truthfully and completely any question asked by the Board on an application for licensure or during the course of an investigation or any other question asked by the Board.
c. Failing to fully cooperate with the Board during the course of an investigation, including but not limited to, waiver of confidentiality privileges, except client-attorney privilege.
d. Violating the terms and conditions of a Board order; and
e. Failing to comply with the terms and conditions of Nurse Monitoring Program agreements.

8. Conduct related to the client’s family:
   a. Failing to respect the rights of the client’s family regardless of social or economic status, race, religion or national origin.
   b. Using the nurse client relationship to exploit the family for the nurse’s personal gain or for any other reason.
   c. Theft of money, property, services or supplies from the family; and
   d. Soliciting or borrowing money, materials or property from the family.

9. Conduct related to co-workers: Violent, abusive or threatening behavior towards a co-worker which either occurs in the presence of clients or otherwise relates to the delivery of safe care to clients.

10. Conduct related to advanced practice nursing:
    a. Ordering laboratory or other diagnostic tests or treatments or therapies for one’s self.
    b. Prescribing for or dispensing medications to one’s self.
    c. Using self-assessment and diagnosis as the basis for the provision of care which would otherwise be provided by a client’s professional caregiver.
    d. Billing fraudulently.
    e. Failing to release patient records upon receipt of request or release of information, including after closure of practice, and within a reasonable time, not to exceed 60 days from receipt of written notification from patient.
    f. Ordering unnecessary laboratory or other diagnostic test or treatments for the purpose of personal gain; and
    g. Failing to properly maintain patient records after closure of practice or practice setting.
For More Information

Please call us at 971-673-0685 between 8 a.m.—4:30 p.m., Monday–Friday, or write us at:

Oregon State Board of Nursing
17938 SW Upper Boones Ferry Rd.
Portland, OR 97224-7012

FAX: 971-673-0684
Automated License Verification Line: 971-673-0679
E-Mail: oregon.bn.info@state.or.us

Oregon State Board of Nursing
17938 SW Upper Boones Ferry Rd.
Portland, Oregon 97224-7012
www.oregon.gov/OSBN
OREGON NURSES ASSOCIATION
PROFESSIONAL NURSING CARE COMMITTEE (PNCC) RESOURCE MANUAL’S
AMERICAN NURSES ASSOCIATION (ANA) RESOURCES

The following ANA resources can be found on pages 153-157 of the 2015 Oregon Nurses Association (ONA) Professional Nursing Care Committee (PNCC) Resource Manual, which is available to ONA members on the ONA website (www.OregonRN.org). You may also request a copy of the PNCC Resource Manual by emailing ONA’s Professional Services at Practice@OregonRN.org.
Code of Ethics for Nurses

Provision 1
The nurse, in all professional relationships, practices with compassion and respect for the inherent dignity, worth, and uniqueness of every individual, unrestricted by considerations of social or economic status, personal attributes, or the nature of health problems.

Provision 2
The nurse's primary commitment is to the patient, whether an individual, family, group, or community.

Provision 3
The nurse promotes, advocates for, and strives to protect the health, safety, and rights of the patient.

Provision 4
The nurse is responsible and accountable for individual nursing practice and determines the appropriate delegation of tasks consistent with the nurse's obligation to provide optimum patient care.

Provision 5
The nurse owes the same duties to self as to others, including the responsibility to preserve integrity and safety, to maintain competence, and to continue personal and professional growth.

Provision 6
The nurse participates in establishing, maintaining, and improving health care environments and conditions of employment conducive to the provision of quality health care and consistent with the values of the profession through individual and collective action.

Provision 7
The nurse participates in the advancement of the profession through contributions to practice, education, administration, and knowledge development.

Provision 8
The nurse collaborates with other health professionals and the public in promoting community, national and international efforts to meet health needs.

Provision 9
The profession of nursing values, for maintaining the integrity of the profession and its practice, and for shaping social policy.

American Nurses Association
Center for Ethics and Human Rights
http://www.nursingworld.org
DEFINITION OF PROFESSIONAL NURSING

*Nursing* is the protection, promotion, and optimization of health and abilities, prevention of illness and injury, alleviation of suffering through the diagnosis and treatment of human response, and advocacy in the care of individuals, families, communities, and populations.

*Essential Features* OF PROFESSIONAL NURSING:

- Provision of a caring relationship that facilitates health and healing.
- Attention to the range of human experiences and responses to health and illness within the physical and social environments.
- Integration of objective data with knowledge gained from an appreciation of the patient’s or group’s subjective experience.
- Application of scientific knowledge to the processes of diagnosis and treatment through the use of judgment and critical thinking.
- Advancement of professional nursing knowledge through scholarly inquiry.
- Influence on social and public policy to promote social justice.

*ANA’s Nursing’s Social Policy Statement, Second Edition*
[www.nursesbooks.org](http://www.nursesbooks.org)
Nursing Scope and Standards of Practice

Standard of Practice for the Registered Nurse:

The six Standards of Practice describe a competent level of nursing care as demonstrated by the nursing process.

1. **Assessment** – Collects comprehensive data pertinent to the patient’s health or the situation.

2. **Diagnosis** – Analyzes the assessment data to determine the diagnoses or issues.

3. **Outcomes Identification** – Identifies expected outcomes for a plan individualized to the patient or the situation.

4. **Planning** – Develops a plan that prescribes strategies and alternatives to attain expected outcomes.

5. **Implementation** – Implements the identified plan. Elaborating this standard are five others: 5A. Coordination of Care, 5B. Health Teaching and Health Promotion, 5C. Consultation, 5D. Prescriptive Authority, and 5E. Treatment and Evaluation.


Standards of Professional Performance for the Registered Nurse:

The nine Standards of Professional Performance describe a competent level of behavior in the professional role.

7. **Quality of Practice** – Systematically enhances the quality and effectiveness of nursing practice.

8. **Education** – Attains knowledge and competency that reflects current nursing practice.

9. **Professional Practice Evaluation** – Evaluates one’s own nursing practice in relation to professional practice standards and guidelines, relevant statutes, rules, and regulations.
10. Collegiality – Interacts with and contributes to the professional development of peers and colleagues. Collaboration – Collaborates with patient, family, and others in the conduct of nursing practice.

11. Collaboration – Collaborates with patient, family, and others in the conduct of nursing practice.

12. Ethics – Integrates ethical provision in all areas of practice.

13. Research – Integrates research findings into practice.


15. Leadership – Provides leadership in the professional practice setting and the profession.
OREGON BUREAU OF LABOR AND INDUSTRIES (BOLI)
MEAL AND REST PERIOD RULES

The following information has been excerpted from the Oregon Bureau of Labor and Industries (BOLI) website. In some instances, the collective bargaining agreement between the Association and the Hospital differs from the information stated on the BOLI website; in these instances, the collective bargaining agreement protects nurses at the Hospital more strongly than state and/or federal statutes. Such instances have been marked with “[ONA/MCW contract differs].” If text from the BOLI website was omitted from this excerpt, its place is marked with “[…]”; the full text can be found here: http://www.oregon.gov/boli/ta/pages/t_faq_meal_and_rest_period_rules.aspx.

REST AND MEAL PERIODS FOR ADULT EMPLOYEES

Unless exempt, Oregon law requires employers to provide meal and rest periods to employees. […]

The typical adult employee whose work period is eight hours long is entitled to receive at least a 30-minute unpaid meal period and two paid ten-minute rest breaks. [ONA/MCW contract differs; see 8.1.2, paragraph 2, and 8.12.] […]

Additional rest breaks are required to be provided by employers of 25 or more to employees to express milk for a child 18 months of age or younger, unless the rest periods cause an undue hardship to the employer. Employers are also required to make a reasonable effort to provide a private location where the employee can express milk. (See the FAQ/Fact Sheet under Breaks: Expression of Breast Milk.) [This information can be found on the BOLI website at http://www.oregon.gov/boli/TA/docs/t_faq_expression_of_breast_milk2.pdf.]

The provisions of the rest and meal period rules may be modified by the terms of a collective bargaining agreement if the terms of the agreement specifically prescribe rules concerning rest and meal periods.

Oregon law provides BOLI with the authority to assess civil penalties against employers of up to $1,000 for each violation of the meal and rest period provisions of the law.
The following are answers to some of the most commonly asked questions regarding meal and rest periods.

MEAL PERIODS Q & A

Q. What are the basic requirements for meal periods under Oregon law?
A. [...] Ordinarily, employees are required to be relieved of all duties during the meal period. Under exceptional circumstances, however, the law allows an employee to perform duties during a meal period. When that happens, the employer must pay the employee for the whole meal period. [ONA/MCW contract differs; see 9.4.4.]

[...]

Q. Is the meal period required to be taken during a particular time during the worker’s shift?
A. Yes; if the work period is at least six hours but less than seven hours, the meal period is to be taken between the second and fifth hour worked. If the work period is more than seven hours, the meal period is to be taken between the third and sixth hour worked. [ONA/MCW contract differs; see 8.1.2, paragraph 2, and 8.12.]

[...]

Q. What factors demonstrate that providing a meal period to an employee would impose an undue hardship on the operation of the employer’s business?
A. “Undue hardship” is defined as “significant difficulty or expense when considered in relation to the size, financial resources, nature or structure of the employer’s business.” In determining whether providing a meal period would impose an undue hardship on the operation of the employer’s business, the following factors may be considered:

[...]

- The effect providing the meal period would have on: [...]
  intermittent and unpredictable workflow not in the control of the employer or employee; [...] and the safety and health of employees, patients, clients, and the general public.
REST BREAKS Q & A

Q. What are the basic requirements for rest periods under Oregon law?
A. Oregon law requires an employer-paid rest period of not less than 10 minutes for every segment of four hours or major part thereof (two hours and one minute through four hours) worked in one work period. This time must be taken in addition to and separately from required meal periods. The rest period should be taken as nearly as possible in the middle of the work segment. It is prohibited for an employer to allow employees to add the rest period to a meal period or to deduct rest periods from the beginning or end of the employee’s work shift. [ONA/MCW contract differs; see 8.1.2, paragraph 2, and 8.12.]

Q. Must the rest breaks always be given in the middle of each four-hour work segment?
A. Yes; insofar as feasible considering the nature and circumstances of the work, rest periods are to be taken by an employee approximately in the middle of each four hour (or major part thereof) segment. The rest period may not be added to the usual meal period or deducted from the beginning or end of the work period to reduce the overall length of the total work period. [ONA/MCW contract differs; see 8.1.2, paragraph 2, and 8.12.]

OTHER COMMONLY ASKED QUESTIONS

Q. May I require my employees to stay on the premises during their meal and rest periods?
A. Yes; employees must be completely relieved of all duties, however, unless exempt.

Q. My employee arrived 10 minutes late for work and said she would work through her first break to make up the time. Is this acceptable?
A. No; your employee must actually take all required breaks. The rest break may not be deducted from the beginning or end of the work period.

Q. My employee says he prefers to skip his afternoon rest break and leave 10 minutes early. Is that OK?
A. No; the law requires employees to take all required breaks in the middle of
each four hour (or major part thereof) work segment. The rest period may not be deducted from the end of the work period to reduce the overall length of the total work period.

Q. If an employee works through the lunch period and wants to leave 30 minutes early, may I allow that?
A. Generally, no. If it is possible for you to provide the 30-minute meal period, you must do so and require the employee to take the meal break. [...]  

Q. Sometimes my employees would like to skip their breaks and add the time on to their meal period so they can have an extended lunch. As long as they receive the total time required, is this allowed?
A. No. To be in compliance with the law, you must require employees to take all breaks separately and approximately in the middle of each segment of four hours or major part thereof worked as the nature of the work allows. [ONA/MCW contract differs; see 9.4.4 and 9.5.2, paragraph 1.]

Q. No matter how often I remind my employee, he refuses to take his meal and rest breaks. Since I have given him every opportunity to take the breaks but he chooses not to, am I in compliance?
A. No; your employee may not legally waive his rights to receive required rest and meal periods. To be in compliance, you must require your employee to take all mandated breaks, and you may even need to discipline an employee who refuses to do so.  

Posted November 2009

DISCLAIMER
Nothing on this website is intended as legal advice. Any responses to specific questions are based on the facts as we understand them, and not intended to apply to any other situations. This communication is not an agency order. If you need legal advice, please consult an attorney. We attempt to update the information on this website as soon as practicable following changes or developments in the laws and rules affecting Oregon employers, but we make no
warranties or representations, express or implied, about whether the information provided is current. We urge you to check the applicable statutes and administrative rules yourself and to consult with legal counsel prior to taking action that may invoke employee rights or employer responsibilities or omitting to act when required by law to act.

TECHNICAL ASSISTANCE FOR EMPLOYERS
800 NE OREGON STREET, STE 1045
PORTLAND, OR 97232
971-673-0824

# MEALS AND BREAKS CHART

## Meal and Rest Breaks for 8-, 10-, and 12-hour shifts

### Hours 1-4 of Shift

<table>
<thead>
<tr>
<th>Time (example)</th>
<th>0700</th>
<th>0800</th>
<th>0900</th>
<th>1000</th>
<th>1100</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hour of shift</strong></td>
<td>1st hour</td>
<td>2nd hour</td>
<td>3rd hour</td>
<td>4th hour</td>
<td></td>
</tr>
<tr>
<td>Rules for Paid Rest Breaks (RBs)</td>
<td>1st 15-minute RB triggered by 2 hrs 1 min of work period</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

### Hours 5-8 of Shift

<table>
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<tr>
<th>Time (example)</th>
<th>1100</th>
<th>1200</th>
<th>1300</th>
<th>1400</th>
<th>1500</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hour of shift</strong></td>
<td>5th hour</td>
<td>6th hour</td>
<td>7th hour</td>
<td>8th hour</td>
<td></td>
</tr>
<tr>
<td>Rules for Paid Rest Breaks (RBs)</td>
<td>2nd 15-minute RB triggered by 6 hrs 1 min of work period</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rules for Unpaid Meal Breaks (MBs)</td>
<td>1st 30-minute MB triggered by 6 hrs of work period</td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

- By end of 8-hour shift, nurse has earned 1 MB and 2 RBs

- According to ONA/MCW collective bargaining agreement, 1st 30-minute MB must be taken within 1st 6 hours of shift for 8- and 10-hour shifts, and within 1st 7 hours of shift for 12-hour shifts. All hours after 6 or 7 (respectively) shall be paid at premium rate until MB is taken.

- According to ONA/MCW collective bargaining agreement, 1 RB may be combined with the MB for a combined total of 45 minutes of break, with approval of charge nurse and following consideration of patient care needs.

- Kronos deducts 30 minutes for the unpaid MB when 6 hours have been worked (unless Kronos exception form is filled out).
### Hours 9-12 of Shift

<table>
<thead>
<tr>
<th>Time (example)</th>
<th>1500</th>
<th>1600</th>
<th>1700</th>
<th>1800</th>
<th>1900</th>
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<tbody>
<tr>
<td>Hour of shift</td>
<td>9th hour</td>
<td>10th hour</td>
<td>11th hour</td>
<td>12th hour</td>
<td></td>
</tr>
<tr>
<td>Rules for Paid Rest Breaks (RBs)</td>
<td>3rd 15-minute RB triggered by 10 hrs 1 min of work period</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- By end of 10-hour shift, nurse has earned 1 MB and 2 RBs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- By end of 12-hour shift, nurse has earned 1 MB and 3 RBs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* According to ONA/MCW collective bargaining agreement, 1 30-minute unpaid MB and 3 15-minute paid RBs are provided on each 12-hour shift. Two of these 15-minute RBs may be taken as a second meal period.

### Voluntary Overtime: Hours 13-16 of Shift

<table>
<thead>
<tr>
<th>Time (example)</th>
<th>1900</th>
<th>2000</th>
<th>2100</th>
<th>2200</th>
<th>2300</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hour of shift</td>
<td>13th hour</td>
<td>14th hour</td>
<td>15th hour</td>
<td>16th hour</td>
<td></td>
</tr>
<tr>
<td>Rules for Paid Rest Breaks (RBs)</td>
<td>4th 15-minute RB triggered by 14 hrs 1 min of work period</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rules for Unpaid Meal Breaks (MBs)</td>
<td>2nd 30-minute MB triggered by 14 hrs of work period</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- By end of 16-hour shift, nurse has earned 2 MB and 4 RBs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Kronos deducts 30 minutes for 2nd unpaid MB when 14 hours have been worked (unless Kronos exception form is filled out).
STAFFING REQUEST AND DOCUMENTATION FORM (SRDF)

To submit a Staffing Request and Documentation Form (SRDF), open this contract booklet to the form found on pages 170-171. Photocopy both pages, complete the copied form, and email it to ONA at SRDF@OregonRN.org.
Staffing Request and Documentation Form 04/12

DATE OF INCIDENT: _________________  FACILITY (Name of site): _________________

SHIFT: _________________  UNIT: _________________  REPORT BY: 
☐ Individual nurse or group of nurses  ☐ Charge nurse reporting on unit/shift

I HAVE NOTIFIED THE FOLLOWING ADMINISTRATIVE EMPLOYEES IN MY FACILITY OF MY REQUEST:

☐ Charge Nurse/AUM  ☐ Nurse Manager/Patient Care Coordinator  ☐ Supervisor

☐ Department Director  ☐ Chief Nurse/DNS  ☐ Other: _________________

REQUEST FOR STAFF AND REASON FOR REPORT: I am hereby informing you that, in my professional nursing judgment, I am unable to assure the delivery of safe or adequate nursing care on the unit with the current configuration and/or number of staff assigned to the unit. I request the following additional staff be assigned to my unit immediately.

RN(s) _______  LPN(s) _______  CNA(s) _______  Ward Clerk _______  Other (describe): _________________

ONE OR MORE of the following conditions: (check all that apply)

☐ Not enough/too few staff  ☐ Patient acuity too high for staff to meet  ☐ Nursing care intensity too high

☐ Staff mix inappropriate to meet patient needs  ☐ Other factors: _________________

I indicate my acceptance of the assignment under protest. It is not my intention to refuse to accept the assignment and thus raise questions of meeting my obligations to the patient nor am I refusing to obey an order if such were given. However, I hereby give notice to my employer of the above facts and indicate that for the reasons listed, full responsibility for the consequences of this assignment must rest with the employer. Copies of this form may be provided to any and all appropriate state and federal agencies.

STAFF NURSE NAME: _________________  ADDITIONAL NAMES: _________________
### ACTION SUMMARY: (Note – this section is not required)

<table>
<thead>
<tr>
<th></th>
<th>Start of Shift</th>
<th>End of Shift</th>
<th>Admissions</th>
<th>Discharges</th>
<th>Transfers In</th>
<th>Transfers Out</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patient census</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Number of RNs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of LPNs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of patient aides</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unit secretary</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

### UNINTENDED CONSEQUENCE SUMMARY: (Note – this section is required)

Legend: 1 = delayed; 2 = omitted; 3 = able to complete; 4 = not applicable to this situation

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th></th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Medical orders and treatments</td>
<td></td>
<td></td>
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<td></td>
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<td>Hygiene</td>
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<td></td>
<td></td>
<td></td>
<td>Documentation</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Admission, transfer, discharge</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Psychosocial support to patient/family</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Support, information to patient/family</td>
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<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Observation, assessment, monitoring</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Pain management</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Teach home/self care to patient/family</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- □ Compromised patient safety/patient injury
- □ No continuity of care
- □ Unable to take rest breaks
- □ Unable to take meal breaks
- □ Voluntary overtime
- □ Mandatory overtime

### SHIFT SUMMARY: (check all that apply)

- The Staff: □ None of those requested arrived
- □ Few of those requested arrived
- □ All requested arrived
- The Shift: □ Deteriorated
- □ Got slightly worse
- □ Was the same throughout
- □ Improved

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PAYSTUB WORKSHEET

PAYSTUB WORKSHEET FOR MWMC ONA RN MEMBERS BASED ON 2017-20 CONTRACT

(Do this self-check a minimum of once a year)

When where you hired? __________________________

What is your current step? ______  What is the hourly rate (Base rate)? ______  Appendix A p. 80

(Find step info on page 22 of our 2017-20 contract)

When is your next step? ______  What is the hourly rate (Base rate)? ______  9.1 Progression p. 22

(Find Step-1 info on page 80 of our 2017-20 contract)

<table>
<thead>
<tr>
<th>Step-1 RN</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 or 10 hour</td>
<td>$33.17</td>
<td>$33.92</td>
<td>$34.68</td>
<td>$35.46</td>
<td>$36.26</td>
</tr>
<tr>
<td>12 hour</td>
<td>$34.63</td>
<td>$35.41</td>
<td>$36.21</td>
<td>$37.02</td>
<td>$37.85</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Step-1 LPN</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 or 10 hour</td>
<td>$21.66</td>
<td>$22.15</td>
<td>$22.65</td>
<td>$23.16</td>
<td>$23.68</td>
</tr>
<tr>
<td>12 hour</td>
<td>$22.63</td>
<td>$23.14</td>
<td>$23.66</td>
<td>$24.19</td>
<td>$24.74</td>
</tr>
</tbody>
</table>

What shift differentials do you earn? (Shift differential % found in 9.8, p. 26)

<table>
<thead>
<tr>
<th>Shift 2 Evening</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 or 10 hr RN</td>
<td>$3.05</td>
<td>$3.12</td>
<td>$3.19</td>
<td>$3.26</td>
</tr>
<tr>
<td>12 hour RN</td>
<td>$3.19</td>
<td>$3.26</td>
<td>$3.33</td>
<td>$3.41</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9% of Step-1</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 or 10 hr LPN</td>
<td>$1.99</td>
<td>$2.04</td>
<td>$2.08</td>
<td>$2.13</td>
</tr>
<tr>
<td>12 hour LPN</td>
<td>$2.08</td>
<td>$2.13</td>
<td>$2.18</td>
<td>$2.23</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Shift 3 Night</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 or 10 hr RN</td>
<td>$5.09</td>
<td>$5.20</td>
<td>$5.32</td>
<td>$5.44</td>
</tr>
<tr>
<td>12 hour RN</td>
<td>$5.31</td>
<td>$5.43</td>
<td>$5.55</td>
<td>$5.68</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>15% of Step-1</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 or 10 hr LPN</td>
<td>$3.32</td>
<td>$3.40</td>
<td>$3.47</td>
<td>$3.55</td>
</tr>
<tr>
<td>12 hour LPN</td>
<td>$3.47</td>
<td>$3.55</td>
<td>$3.63</td>
<td>$3.71</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Shift 3 Night</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Longevity</td>
<td>$7.46</td>
<td>$7.63</td>
<td>$7.80</td>
<td>$7.98</td>
</tr>
<tr>
<td>22% of Step-1</td>
<td>$7.79</td>
<td>$7.97</td>
<td>$8.14</td>
<td>$8.33</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 or 10 hr LPN</td>
<td>$4.87</td>
<td>$4.98</td>
<td>$5.09</td>
</tr>
<tr>
<td>12 hour LPN</td>
<td>$5.09</td>
<td>$5.21</td>
<td>$5.32</td>
</tr>
</tbody>
</table>

Last updated 4/19/2017

ONA/McKenzie-Willamette Medical Center Collective Bargaining Agreement 2017-2020

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In accordance with 8.1.2.10 (p. 15), all 10 and 12hr RNs employed >1yr receive—Shift 3 Night longevity 22% of the corresponding Step-1 (see above)

Next, add Base Rate plus shift differentials

What is your OT rate (Base x 1.5)? ________________/hour  next step OT_____________
Shift 2= evening shift pay (1500-2300) _______________  next step increase_____________
Shift 3= night shift pay (2300-0700) _______________  next step increase_____________
Shift 4= day wknd shift pay (0700-1500) _______________  next step increase_____________
Shift 5= evening wknd shift pay (1500-2300) _______________  next step increase_____________
Shift 6= night wknd shift pay (2300-0700) _______________  next step increase_____________

Other Differentials

Extra Certifications: $1/hour (easiest way to get a pay increase), Weekend pay: $2/hour

Short notice pay: $4/hour worked (short notice occurs when you pick up a shift 24 hours before it starts, an entry must be made in the Kronos notebook. Does not apply to Double time shifts)

Standby pay:
$20/4 hour period on regular standby and $30/hour on holiday standby. (An entry in the Kronos notebook must be made)

Also, you earn .5 hour PTO for every 4 hours on standby. We continue to get standby pay even if we are called in to work. You should always request standby pay for the entire shift you were scheduled to work.

Retirement:
Nurses should consider contributing at least 6% of pay to their 401K to get the max employer match of 3%. 9% total retirement savings minimum.

Last updated 4/19/2017
<table>
<thead>
<tr>
<th>Charge or Relief Charge</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 or 10 hr RN</td>
<td>$3.39</td>
<td>$3.47</td>
<td>$3.55</td>
<td>$3.63</td>
</tr>
<tr>
<td>12 hour RN</td>
<td>$3.54</td>
<td>$3.62</td>
<td>$3.70</td>
<td>$3.79</td>
</tr>
<tr>
<td>8 or 10 hr LPN</td>
<td>$2.21</td>
<td>$2.26</td>
<td>$2.32</td>
<td>$2.37</td>
</tr>
<tr>
<td>12 hour LPN</td>
<td>$2.31</td>
<td>$2.37</td>
<td>$2.42</td>
<td>$2.47</td>
</tr>
<tr>
<td>Preceptor Pay</td>
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<td></td>
</tr>
<tr>
<td>8 or 10 hr RN</td>
<td>$1.53</td>
<td>$1.56</td>
<td>$1.60</td>
<td>$1.63</td>
</tr>
<tr>
<td>12 hour RN</td>
<td>$1.59</td>
<td>$1.63</td>
<td>$1.67</td>
<td>$1.70</td>
</tr>
<tr>
<td>8 or 10 hr LPN</td>
<td>$1.00</td>
<td>$1.02</td>
<td>$1.04</td>
<td>$1.07</td>
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<td>12 hour LPN</td>
<td>$1.04</td>
<td>$1.06</td>
<td>$1.09</td>
<td>$1.11</td>
</tr>
<tr>
<td>Advanced Education Pay</td>
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<td></td>
</tr>
<tr>
<td>8 or 10 hr RN</td>
<td>$0.68</td>
<td>$0.69</td>
<td>$0.71</td>
<td>$0.73</td>
</tr>
<tr>
<td>12 hour RN</td>
<td>$0.71</td>
<td>$0.72</td>
<td>$0.74</td>
<td>$0.76</td>
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<tr>
<td>8 or 10 hr LPN</td>
<td>$0.44</td>
<td>$0.45</td>
<td>$0.46</td>
<td>$0.47</td>
</tr>
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<td>12 hour LPN</td>
<td>$0.46</td>
<td>$0.47</td>
<td>$0.48</td>
<td>$0.49</td>
</tr>
<tr>
<td>Advanced Education Pay</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>8 or 10 hr RN</td>
<td>$1.02</td>
<td>$1.04</td>
<td>$1.06</td>
<td>$1.09</td>
</tr>
<tr>
<td>12 hour RN</td>
<td>$1.06</td>
<td>$1.09</td>
<td>$1.11</td>
<td>$1.14</td>
</tr>
<tr>
<td>8 or 10 hr LPN</td>
<td>$0.66</td>
<td>$0.68</td>
<td>$0.69</td>
<td>$0.71</td>
</tr>
<tr>
<td>12 hour LPN</td>
<td>$0.69</td>
<td>$0.71</td>
<td>$0.73</td>
<td>$0.74</td>
</tr>
<tr>
<td>Pay in Lieu of Benefits</td>
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<td></td>
</tr>
<tr>
<td>&amp; Callback Pay for OR/PACU/ENDO/Cath lab</td>
<td>2017</td>
<td>2018</td>
<td>2019</td>
<td>2020</td>
</tr>
<tr>
<td>8 or 10 hr RN</td>
<td>$4.41</td>
<td>$4.51</td>
<td>$4.61</td>
<td>$4.71</td>
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<tr>
<td>12 hour RN</td>
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<td>$4.71</td>
<td>$4.81</td>
<td>$4.92</td>
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<td>$2.88</td>
<td>$2.94</td>
<td>$3.01</td>
<td>$3.08</td>
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<tr>
<td>12 hour LPN</td>
<td>$3.01</td>
<td>$3.08</td>
<td>$3.14</td>
<td>$3.22</td>
</tr>
</tbody>
</table>

Last updated 4/19/2017
CONTRACT RECEIPT FORM
(Please fill out neatly and completely.)

Return to Oregon Nurses Association,
18765 SW Boones Ferry Road, Ste 200, Tualatin, OR 97062-8498
or fax to 503-293-0013. Thank you.

Your Name ____________________________________________________________

I certify that I have received a copy of the ONA Collective Bargaining Agreement with
McKenzie-Willamette Medical Center, March 6, 2017, until September 1, 2020.

Signature ___________________________ Today’s Date ________________

Your Mailing Address ________________________________________________
___________________________________________________________________
___________________________________________________________________

Home Phone ____________________ Work Phone _________________________
Email _______________________________________________________________
Unit __________________________________________________________________
Shift __________________________________________________________________
