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COLLECTIVE BARGAINING AGREEMENT

This Agreement is made and entered into by and between MERCY MEDICAL CENTER, hereinafter referred to as the “Medical Center,” and the OREGON NURSES ASSOCIATION, INC., hereinafter referred to as the “Association” or the “Union.”

WITNESSETH

The intention of this Agreement is to formalize a harmonious working relationship between Mercy Medical Center and the Association which balances equity and justice with respect to conditions of employment and the efficient administration of the Medical Center, to the end that the dedicated common objective of superior patient care may be consistently maintained.

For and in consideration of the mutual covenants and undertakings herein contained, the Medical Center and the Association agree as follows:

ARTICLE 1 – RECOGNITION AND MEMBERSHIP

1.1 Bargaining Unit. The Medical Center recognizes the Association as the collective bargaining representative with respect to all full-time, part-time and casual part-time Registered Nurses, including charge nurses, employed by the Medical Center but excluding all other employees, the Foundation Nurse(s), confidential employees, and guards and supervisors as defined in the Act. The Medical Center agrees not to assign supervisory duties to a nurse on a regular or substantial basis if it would have the effect of removing that individual from the bargaining unit.

1.2 Notice of Union Representation and Collectively Bargained Obligations. The Medical Center will notify and explain to all prospective employees their obligations under this Agreement.

1.3 Designated Representatives. The Association and the Medical Center recognize that each of them can only operate through their designated representatives and therefore the Association and the Medical Center agree to negotiate with the other only through its negotiating agent or agents or
designated representative(s), as identified by the Association or the Medical Center to act on its behalf.

1.4 **Membership.** It is not an obligation of nurses to join the Association, although nurses may be **required** as a condition of employment to pay a fee for services to the Association as set forth in this section.

1.4.1 **Newly Employed Nurses.** All Registered Nurses hired after the effective date of this Agreement shall have the option of becoming Association members as follows. Registered Nurses shall have fifteen (15) calendar days, from receiving the contract, in which to deliver by certified mail written notice to the Association of their intention not to join. Notice must be postmarked within the fifteen (15) day period to be effective. A copy of the notice shall be given to the Medical Center. Nurses electing not to join shall not be required by this Agreement to contribute to the Association.

Nurses, who do not notify the Association of their intent not to join as set forth above, shall be required to do one of the following within ten (10) calendar days of the completion of the first thirty (30) days of employment:

1. Join the Association, or

2. Pay to the Association the designated fair share of the cost of contract negotiations and administration, or

3. Make payment to charity if bona-fide religious objector in accordance with Section 1.4.5 below.

Any nurse who, for philosophical reasons does not desire to become a member of the Association, shall pay an agency fee, as determined by the Association, as a condition of employment.

1.4.2 **Currently Employed Members.** Currently employed nurses who are members of the Association or are paying to the Association an
amount equivalent to Association dues, will be required, as a condition of employment, to maintain membership in the Association or make payment in lieu of dues to the Association.

1.4.3 Currently Employed Non-Members. Currently employed nurses who are neither members of the Association nor making payment in lieu of dues must declare in writing to the Association and the Medical Center the nurse’s preference for membership, fair share, or no fee contribution status to be received within fifteen (15) calendar days from ratification of this Agreement. If the nurse does not complete and deliver written notice via certified mail, of the nurse’s choice within this time period, the nurse, as a condition of employment, will be deemed to have elected to pay and be obligated to the Association to pay the payment in lieu of dues specified above. Notice must be postmarked within the 15-day period to be effective. Such nurses who deliver notice of preference for no fee contribution shall not be required to join the Association or pay to the Association any amount equivalent to Association dues. In the event such a nurse elects to become a member of the Association or to pay to the Association an amount equivalent to Association dues, the nurse will be required as a condition of employment to maintain membership in the Association or make payment in lieu of dues to the Association.

1.4.4 Remedy for Non-Payment. Consistent with this section, the Medical Center will discharge an employee who fails to become and remain an Association member, fair share payer or establish that he/she is a bona-fide religious objector, including making the required payments to a charity. The Medical Center will terminate an employee after receiving written notice from the Association that the employee is delinquent, so long as such discharge is lawful. The Medical Center will terminate the employee no later than seven (7) days after receiving the written notice from the Association.
1.4.5 Payments to Charity of Bona-Fide Religious Objectors. Individuals certified by the Association as bona-fide religious objectors must pay an amount of money equivalent to regular monthly Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Association. The bona-fide religious objector will make the payments to the charity within fifteen (15) calendar days of the time a bargaining unit employee would have been obligated to pay membership dues or fair share amounts to the Association. The bona-fide religious objector is responsible for providing the Association proof that he/she timely made the charitable donations.

1.4.6 Changed Status. A bargaining unit employee must notify the Association in writing of a desire to change his/her membership status (Association designated dues category options and/or fair share). He/she must mail such requests to the Association to the attention of the membership coordinator at:

Oregon Nurses Association
18765 SW Boones Ferry Road, Suite 200
Tualatin, Oregon 97062
ATTN: Membership Coordinator

If the bargaining unit employee has elected payroll deduction, the Association will promptly mail a copy of the notification for membership status to the Medical Center. Upon receipt, the Medical Center will begin deducting the amount that reflects the bargaining unit employee’s changed membership status.

1.4.7 Payroll Deduction for Members and Fair Share Amounts. Bargaining unit employees may request the Medical Center to deduct Association dues or the fair share amount from their pay. Such requests will be in writing. The Medical Center will then remit such dues to the Association consistent with this Article, on a monthly
basis, providing the Association an itemized list of the payments. Bargaining unit employees may also pay the Association directly, in a manner provided by the Association.

1.4.8 Medical Center Indemnification. The Association will indemnify and hold the Medical Center harmless for any and all claims, charges, suits or damages that may arise against the Medical Center as a result of the Medical Center taking action pursuant to this section.

ARTICLE 2 – ASSOCIATION REPRESENTATIVE

2.1 Access to Premises. Duly authorized representatives of the Association, upon reasonable and proper introduction, shall be permitted at all reasonable times to enter the facilities operated by the Medical Center wherein members of the bargaining unit are employed for purposes of transacting Association business and observing conditions under which nurses are employed. Transaction of Association business shall not interfere with the work of employees or be conducted in the presence of patients or visitors. Upon arrival, Association representatives must follow existing Medical Center practices regarding security check-in for the public and the wearing of identification visitor badges while on Medical Center premises.

2.2 Bulletin Boards. The Medical Center shall provide space for posting of Association notices and newsletters on a bulletin board that is readily accessible and visible to nurses designated by the supervisor in the following nursing units: ER, FBP, 3rd floor, 2nd floor, HH/H, PCU/ICU, and OR. This space shall be for the exclusive use by the Association and shall be as reasonably agreed by the parties. The Medical Center shall also provide a similar, but locked Association posting space in the cafeteria. The notices shall be restricted to the following types:

a. Notices of professional and social affairs;

b. Notices of elections, appointments, and results of elections; and

c. Notices of meetings.
Copies of any other materials for posting must comply with the same standard non-inflammatory content criterion that is applied to all other non-union postings. Information will be e-mailed or dropped ahead of posting to Human Resources, default to solicitation policy as guide.

2.3 **Bargaining Unit Meetings.** The Association may hold meetings in the Medical Center for purposes of professional development when offered in coordination with the Medical Center’s Staff Development Department, contract negotiations and contract administration by scheduling such meetings with the Medical Center Administrator or his/her designee. Meetings organized by the Medical Center for the business of the Medical Center shall have priority for the use of meeting facilities at the time of the scheduling of the room by an Association representative, but may be displaced either (1) more than ten (10) days prior to the scheduled meeting or (2) under the same terms as meetings may otherwise be bumped at the Medical Center for unanticipated high priority meetings that cannot otherwise be accommodated.

2.4 **Orientation of Newly Hired Nurses.** During the orientation of newly hired nurses, the Medical Center shall provide an Association representative with a 30-minute period scheduled approximately midway through the orientation day, not adjacent to the lunch period, to discuss the Association. The Association’s representative will receive a maximum of 30 minutes pay. The Medical Center will provide a schedule of orientation, including the names and contact information of the newly hired nurses, to the Association for the purposes of scheduling an Association representative.

2.4.1 The Association representative will distribute to newly employed nurses a copy of this Agreement at nursing orientation.

2.5 **Rosters.** The Medical Center will provide the Association with; (1) a quarterly annual list of nurses showing name, address, original date of hire, Medical Center date of hire, seniority date, job classification, RN license number, date of birth, telephone number (unless unlisted), unit, and shift; (2) a monthly list of newly hired nurses with the same information; and (3) a list of nurses who
have terminated in the prior month. Forwarded lists to the Association shall be supplied by the Medical Center by hard and electronic copy.

2.6 Communications Box. The Association will provide a locked communications box in the cafeteria for the exclusive use of the Association.

2.7 Printing and Distribution of Agreement. The Medical Center and the Association shall equally share expenses for the printing of an adequate supply of copies of this Agreement. The Medical Center will make available a suitable number of copies of the Agreement on each nursing unit following the Association’s delivery of the printed copies to the Medical Center.

2.8 Representative Time Off. The Medical Center shall make a good faith effort to grant requested time off, or to make an adjustment of work schedule pattern or trades within the affected work week(s) to accommodate the request, for all bargaining unit elected/appointed Association members to attend local, State and National (ANA, NFN) Association meetings and conventions that are required of them to fulfill the obligations of their position. The nurse must give reasonable advance notice of any such request to the Medical Center. Negotiation schedules and other such meetings will ordinarily be set sufficiently far in advance to enable nurses to adjust their work schedules. If work schedules cannot be adjusted, nurses shall be required to utilize paid time off (PTO) if a nurse has a PTO balance greater than sixty (60) hours for State, National Association (ANA, NFN, AFT) Association meetings and conventions. Nurses may access educational days and funds for state and national Association meetings.

ARTICLE 3 – EMPLOYEE DEFINITIONS

3.1 Nurse. A registered professional nurse covered by this Agreement who is currently licensed to perform professional nursing in Oregon.

3.2 Charge Nurse. A nurse who (1) has been selected to fill a Charge nurse vacancy in accordance with Article 12.2.
3.2.1 Relief Charge. A nurse who performs the duties of a charge nurse on an intermittent basis for a shift. 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 their scheduled hours without their consent.

3.3 Probationary Nurse. A newly hired nurse shall be on probationary status from date of hire through the first six (6) calendar months of employment. In addition, however, in atypical situations the probationary period of a nurse evaluated as less than satisfactory may be extended by mutual agreement between the Medical Center and the Association for up to sixty (60) calendar days. A probationary nurse shall receive an informal written evaluation at approximately the completion of the first three (3) months of the probationary period.

3.4 Trial Transfer Period. A nurse who transfers from one unit to another shall be on a ninety (90) day trial period after completion of orientation. If, during such trial period, based on performance the Medical Center or the nurse determines that the nurse should not be continued in the new position, the nurse shall be returned to his/her former position (if available), or placed in any open position they are qualified to work. If no position is available, the nurse shall receive the new position benefit level for thirty (30) days but work shifts via electronic scheduling. Thereafter the nurse may transition to casual part-time status. If the nurse is reassigned to a unit different to that which they were assigned immediately before their trial period, and the nurse within six (6) months after such reassignment applies for a vacancy in their former unit, the nurse shall be given preference as they would have had if the vacancy had been posted on the date when the nurse was last assigned to such former unit.

3.5 Full-Time Nurse. A nurse regularly scheduled in an established position of at least thirty-six (36) hours per week or seventy-two (72) hours within a pay period.
3.6 Part-Time Nurse. A nurse regularly scheduled in an established position of
at least twenty-four (24) hours per week or forty-eight (48) hours within a pay
period, but less than full-time.

3.7 Casual Part Time. A nurse hired to provide coverage pursuant to electronic
scheduling procedures, with no guarantee of any minimum or maximum
hours. A casual part-time nurse must fulfill the minimum requirements, in
their home unit and shift (if applicable) to maintain employment status: Work
two (2) regular length shifts every schedule (three (3) if the CPT nurse has
less than one (1) year experience as an RN) and one (1) weekend every
other month and one (1) major holiday and one (1) minor holiday as
Described in Article 8.17. Shifts scheduled or worked at the request of
another nurse will not count towards these minimum requirements. Shifts that
have been awarded but not worked as a result of low census or other
situations as a result of the Medical Center, will be counted as worked days
for purposes of this section. In periods of prolonged low census, when the
Medical Center is unable to schedule a CPT nurse, the minimum hour
requirements will be waived.

3.7.1 Casual Part Time nurses shall be paid in accordance with the wage
rates set forth in Appendix A. In addition, these nurses shall receive a
premium in lieu of the benefits contained in Articles 10 and 13 of
fifteen percent (15%) of their straight hourly rate.

3.7.2 When a nurse transfers from Full or Part Time status to Casual Part
Time status, in the HR system, all of the nurse’s earned leave plan
shall be cashed out the next pay period when possible, but no longer
than 30 days. Banked EIB shall be frozen for future use should the
nurse return to a benefited position.

3.7.3 Casual Part Time (CPT) nurses should not be used in lieu of posting a
new regular part-time or full-time position simply to avoid the expense
of benefits. A CPT nurse who has averaged twenty-four (24) or more
hours of work per week during the preceding six (6) months may
request in writing for reclassification of the position to a regular part-
time or full-time position. The Medical Center will review the request and may post a benefited position. Such position will then be posted and filled pursuant to Article 12.2 of this Agreement.

3.8 **Temporary Position.** A temporary position cannot exceed a period of twelve (12) weeks.

3.9 **Regular Rate of Pay.** The nurse’s applicable Appendix A rate of pay plus any or all of the following applicable differentials or premiums: On-call, stand-by, evening shift differential, night shift differential, weekend differential, charge nurse differential, relief charge nurse differential, casual part-time differential, flex differential, float pool differential, certification differentials, sexual assault pay, transport pay, advanced education pay, and preceptor pay. Should the Medical Center implement a new premium or differential of a similar characteristic, it shall be included in the definition of regular rate of pay.

3.10 **On-Call.** When a nurse has been scheduled or placed in an “on-call” status. If more than two (2) nurses on a nursing unit on a shift are reduced due to a low census, all nurses beyond the first two (2) shall have the option of being off or being placed on-call. Those nurses on-call may be pre-scheduled or be assigned as a result of low census. Such a nurse will remain available to report to work on short notice if called by the Medical Center.

3.11 **Call-In/Call Back.** When a nurse is requested and subsequently reports to work from an on-call status.

3.12 **Director of Human Resources.** As used in this Agreement, the term “Director of Human Resources,” or other similar term, shall mean the most senior management representative with authority over the human resources or personnel matters, as may be designated from time to time by the Medical Center.
3.13 Chief Nursing Officer. As used in this Agreement, the term “Chief Nursing Officer,” or other similar such terms, shall mean the most senior management representative with supervisory authority over nurses covered by this Agreement, as may be designated from time to time by the Medical Center.

ARTICLE 4 – EQUALITY OF EMPLOYMENT OPPORTUNITY

4.1 Nondiscrimination. The Medical Center and the Association agree to abide by all applicable local and state and federal laws with respect to age, sex, race, creed, color, disability, sexual orientation, and national origin in the hiring, placement, salary determination, or other terms or conditions of employment for nurses employed or to become employed in job classifications covered by this Agreement.

4.2 Compliance with ADA. The Medical Center and the Association further agree that the Medical Center and the Association shall be permitted to take any and all actions necessary to comply with the Americans with Disabilities Act (ADA) and to avoid liability under the provisions of said Act. If such actions necessitate actions inconsistent with any provision of this Agreement, then the parties agree to bargain with regard to the effect of such action on other bargaining unit employees, but in no event shall actions undertaken by the Medical Center or the Association reasonably believed necessary to comply with the ADA or similar statutes or obligations lead to additional financial or equitable liability on the part of the Medical Center or the Association, either as a result of a grievance under this Agreement or otherwise.

4.3 Association Membership and Activities. The Medical Center and the Association agree to abide by all applicable local, state and federal laws with respect to eligibility for membership and participation in the Association for nurses employed or to become employed in job classifications covered by this Agreement. The parties further agree that there shall be no discrimination by either party against any nurse on account of membership or non-membership or lawful activity in respect to the Association.
ARTICLE 5 – MANAGEMENT RIGHTS

5.1 Management Rights. Except as modified by express provisions of this Agreement or otherwise provided by law, the Medical Center retains all rights of management to operate and manage the Medical Center and to operate the work force. These rights of management shall include, but not be limited to, the right to require standards of performance and to maintain order and efficiency; to direct nurses; to schedule staff to perform work; to determine materials and equipment to be used; to determine methods and means by which operations are to be conducted; to determine staffing requirements, pursuant to OAR-333-500-0002 and 333-510-0030 through 333-510-0047; to extend, limit, curtail or subcontract all or any part of its operations; to establish new jobs, or eliminate or modify existing job classifications; to hire, promote, assign and retain nurses; to lay off nurses and to relieve nurses from duty because of lack of work; to recall nurses; to establish and modify employee benefits; and to make known its rules, regulations and personnel policies.

5.2 Medical Center Policies. The Medical Center shall retain its right to modify its personnel policies. Such policies as are currently in writing shall be made readily available to bargaining unit nurses and upon written request to the Association. All new or revised policies shall be noticed to the Association at least ten (10) days prior to their anticipated implementation for comment and discussion. The Medical Center shall, upon demand by the Association, bargain the impact of any changes to said policies (either to agreement or to impasse, after which such changes may be implemented) during the term of this Agreement, provided the bargaining be concluded in good faith.

5.3 Continuation of Agreement. This Article 5, and all other provisions of this Agreement, shall fully survive any expiration of this Agreement, so long as the parties remain in good faith bargaining for a successor agreement until either party declares impasse.
ARTICLE 6 – EMPLOYMENT STATUS

6.1 Discipline and Discharge. The Medical Center shall have the right to discipline, suspend, or discharge a nurse for just cause.

6.1.1 Discipline. The Medical Center shall adhere to disciplinary policies consistent with just cause. Discipline shall typically be limited to one or more of the following: level one verbal warning, level two written warning, final written warning, suspension pending investigation or discharge.

Any Performance Improvement Plan (PIP) which could lead to discipline will invoke the Weingarten Rights. A PIP issued in conjunction with a discipline will be considered null and void, including the disciplinary action, if the PIP is not implemented and provided to the nurse within thirty (30) days or the follow up outlined within the disciplinary action and/or PIP does not happen within the specified timeframe therein.

6.1.2 Disciplinary Documentation. All disciplinary actions shall be recorded in writing and signed by the nurse to acknowledge receipt. If the nurse refuses to sign, the manager will note the refusal on the written document. The written document shall be placed in the employee’s personnel file and a copy of the document shall be provided to the nurse receiving such discipline at the time it is administered. Any and all corrective actions or directives set forth in corrective action notices shall be, unless otherwise specifically designated, considered mandatory. Verbal feedback and counseling do not have to be documented in writing.

6.1.3 Suspensions Pending Investigation. A suspension pending investigation will be with pay (exception may occur based on severity of incident and/or positive drug test) until the investigation is complete and a determination of the appropriate discipline is made and communicated to the nurse and the Association. After seven (7) days, upon inquiry from the nurse or the Association to the Director of
Human Resources or designee, the Medical Center will regularly report on the status of the investigation. Once the investigation is complete appropriate discipline, if warranted, will be administered, which may include initial lost pay. Withheld pay, if any, shall be considered part of the final discipline if suspension without pay is warranted otherwise the nurse shall be paid for time loss.

6.1.4 Reports to OSBN. The Medical Center shall notify an affected nurse as soon as possible when it deems necessary to report a bargaining unit nurse to the Oregon State Board of Nursing in connection with any disciplinary action. The nurse will have up to 48 hours to self-report before the Medical Center makes any reports to the OSBN. The RN shall receive a copy of the electronic report filed with the OSBN from The Medical Center.

6.1.5 Meetings. Investigatory and disciplinary meetings shall occur at the end of a nurse’s scheduled shift, or on a mutually agreed day off from work.

6.1.6 Due Process. In the event the Medical Center or the nurse believes that a nurse may be subject to discipline and/or determines that an investigatory interview will take place, the following procedural due process shall be followed to the extent reasonably practical under the circumstances.

a. The nurse will be notified verbally of the nature of the allegation or investigatory meeting, no less than 1 hour in advance, unless there is an immediate threat of safety, or a time sensitive matter (such as drug diversion).

b. The nurse will be given an opportunity to explain the nurse’s position regarding the allegation under investigation during the interview.
c. The nurse will be notified by the Medical Center that the nurse is entitled to be accompanied by an available representative of the Association at the investigatory meeting. The Association shall provide the Medical Center with a list identifying their authorized representatives, which list shall be regularly updated. It is the nurse’s responsibility to arrange the appearance of the nurse’s representative at the investigatory meeting. The names of available representatives shall be shared by the Medical Center with the nurse to facilitate timely scheduling of the meeting. The Medical Center agrees to a reasonable delay of the investigatory interview if an appropriate Association representative is unavailable.

d. If the Medical Center believes it has reason to counsel or otherwise discipline a nurse, reasonable and appropriate effort will be made to accomplish this in a professional, respectful and confidential manner.

6.2 Disciplinary Record. A nurse shall have the opportunity to have a statement included in his or her personnel file within twelve (12) months after the administration of a prior disciplinary action. The Medical Center, upon request from the nurse, will review the nurse’s performance related to the original disciplinary action and include a written statement addressing the nurse’s success at resolving the issues that gave rise to the discipline. This statement will typically be part of the nurse’s annual evaluation. The statement thereafter shall be given to the nurse and placed in his or her personnel file. In addition, where there are no similar disciplines administered to the nurse within twenty-four (24) months, upon request from the nurse, written disciplinary notices for conduct other than theft, negligence, dishonesty, threatening or endangering patient’s safety, or harassment or assault/violence against another person will be considered null and void. A nurse may request that written disciplinary notices be removed from his or her personnel files by sending a written request to the Director of Human Resources, who will determine whether such documentation is for conduct
other than that listed above. If the documentation is not, it shall be considered null and void. Any nurse may, upon request, inspect the contents of his or her personnel file. With written permission of the nurse, the ONA representatives may also inspect the contents of the nurse’s personnel file.

6.3 Notice of Resignation. A nurse shall give the Medical Center not less than fourteen (14) calendar days’ notice of intended resignation. If less notice is given, then accumulated earned leave plan benefit in the amount of the difference between the nurse’s normally scheduled hours during this period and the number of days’ advance notice shall be forfeit.

6.4 Notice of Termination. The Medical Center shall give a non-probationary, non-temporary nurse fourteen (14) calendar days’ notice of the termination of his/her employment or, if less notice is given, then the difference between the notice given and the number of the nurse’s scheduled normal scheduled hours during this period shall be paid the nurse at his/her regular rate of pay. No such advance notice or pay in lieu thereof shall be required for a nurse who is discharged for cause, which shall not include layoffs pursuant to Section 12.3.

6.5 Personnel Files. Nurses may have access to their personnel files in accordance with Oregon Revised Statute 652.750. When any performance related document(s) is/are added to, deleted from or amended in a nurse’s personnel file, the nurse will be notified within a reasonable time period and be given an opportunity to copy the document and add a written rebuttal to the file. The Association shall have the right, with written authorization from the nurse, to review the nurse’s personnel file.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.1 When Applicable. This Article shall be the exclusive method to be used to settle grievances raised by the Association or an individual nurse regarding interpretation or application of this Agreement which may arise between the Medical Center, the Association, or any nurse during the term of this Agreement. A probationary nurse may file grievances under this Article
exclusively for non-disciplinary contract issues. Issues relating to evaluation, supervision, discipline, suspension, and discharge of a probationary nurse shall be determined exclusively by the Medical Center and shall not be subject to this Article. The parties strongly encourage nurses with questions and complaints to use this procedure. No employee will be discriminated or retaliated against for bringing a question, concern or complaint to the Medical Center’s attention. A grievance shall be presented exclusively in accordance with the procedure set forth in this Article.

7.2 Grievance Procedure. Since the nurse’s immediate supervisor is often in the best position to help resolve problems or answer questions, the nurse should first discuss the concern with his/her immediate supervisor. If this discussion would not be productive, as determined by the nurse, or is unsuccessful in resolving the issue the nurse may file a formal grievance.

Step 1. A grievance must be presented in writing to the nurse’s immediate supervisor or designee within fourteen (14) business days from the date of occurrence. If a nurse presents a grievance hereunder, the grievance shall include, to the best of the nurse’s understanding, a summary description of the problem, the requested remedy, and the contract provisions thought to be violated. A grievance relating to pay shall be timely if received by the Medical Center within fourteen (14) business days after the pay day for the period during which the grievance occurred. In the event of an issue concerning a discharge, the issue must be presented within fourteen (14) business days following termination. The immediate supervisor’s or designee’s written reply is due within fourteen (14) business days of such presentation. A Step 1 meeting may be held within fourteen (14) business days following the filing of the grievance, in which case the immediate supervisor’s or designee’s written reply is due within fourteen (14) business days after this meeting.

Step 2. If not resolved at Step 1, the issue may thereafter be presented in writing to the appropriate area Vice President or the Director of Human Resources within fourteen (14) business days from receipt of the
supervisor’s reply of the date such reply was due in Step 1. The specific
provision(s) of the contract thought to be violated shall be included in the
letter of elevation if different than originally filed. The area Vice President
or the Director of Human Resources shall then meet within fourteen (14)
business days with the nurse and a representative of the Association, if
the nurse so desires, to resolve the matter, and shall reply in writing
within fourteen (14) business days after the meeting.

Step 3. If not resolved at Step 2, the grievance may thereafter be presented in
writing to the President/Chief Executive Officer or his/her designee for
consideration and determination within fourteen (14) business days after
receipt of the area Vice President or the Director of Human Resources’
response or if the area Vice President or the Director of Human
Resources’ response is not received within that period, within fourteen
(14) business days after the expiration of time allotted in Step 2 for the
area Vice President or the Director of Human Resources’ response. The
Administrator or designee shall meet within fourteen (14) business days
with the nurse and a representative of the Association to resolve the
matter and shall reply in writing within ten (10) calendar days after the
meeting.

Step 4. If the grievance is not resolved at Step 3, the Association may thereafter
present it to an impartial arbitrator for determination by giving the Medical
Center written notice within twenty-one (21) calendar days after receipt of
the Step 3 reply of the Association’s intent to refer the matter to

arbitration.

7.3 Association. A grievance, as defined in Section 7.1, relating to occurrences
actually involving more than one nurse or arising under the Association
Representative Article may be initiated at Step 2 of the above-mentioned
procedure by the filing of a written grievance, signed by a representative of
the Association or the Medical Center, within twenty-one (21) calendar days
from the date of occurrence. Such grievance shall describe the problem and
the contract provisions thought to be violated.
7.4 **Timeliness.** A grievance will be deemed untimely if the time limits set forth above for presentation of a grievance to Step 1 are not met unless the parties agree in writing to extend such time limits. Subsequent grievance advancements and responses will be deemed untimely if the time limits set forth above are not met, unless the parties mutually agree in good faith to extend such time limits. Such extension shall be documented in writing if requested by either party. If a response is untimely, including failure to respond at any level or schedule or hold any meetings called for by the grievance process, no default shall occur but the grievance shall be considered automatically elevated to the next Step in the grievance process.

7.5 **Arbitration Procedure.**

7.5.1 The Medical Center and the Association or their designees shall confer within a reasonable period of time after the grievance is submitted to them to select a mutually acceptable arbitrator. In no event shall such reasonable period exceed thirty (30) days unless the parties in writing so agree, which agreement is only effective for an additional thirty (30) days. In the event that they cannot agree upon an arbitrator within five (5) working days after the conference, the Federal Mediation and Conciliation Service shall be requested by the party seeking arbitration to present a panel of eleven (11) qualified labor arbitrators from the Pacific Northwest. The party requesting arbitration shall strike first, and thereafter the parties shall alternately strike one name until only one name remains; this person shall be selected to arbitrate the matter.

7.5.2 The parties shall stipulate to the arbitrator the issue(s) to be decided. If the parties cannot agree, each party will submit a written statement defining the issue(s) in their own terms to the arbitrator. The decision or decisions of the arbitrator shall be announced in writing to the parties within thirty (30) days following the hearing and briefing, if any, of the arbitration and shall be final and binding on both parties. The expenses of the arbitration shall be borne equally by the Medical
Center and the Association. Each party shall bear the expenses of its own representation and witnesses.

7.5.3 The jurisdiction of the arbitrator shall be confined in all cases exclusively to questions involving the interpretation and application of existing clauses or provisions of this professional Agreement. The arbitrator may only uphold a grievance if he or she finds that the Medical Center has clearly violated an express provision of this Agreement. The arbitrator shall not have authority to modify, add to, alter, or detract from provisions of this Agreement.

7.6 Nurse Representatives. Bargaining unit nurse representatives shall be released from duty to attend meetings involving discipline/grievance matters, or meetings with management regarding Association matters, when staffing allows. Should the representative not be working and need to come in on a day off, they will be reimbursed actual time spent up to a maximum of two (2) hours.

ARTICLE 8 – HOURS OF WORK

8.1 Work Week and Workday. The work week shall be from 0001 hours on Sunday through 2359 hours on Saturday. The workday is defined as the twenty-four (24) hour period beginning at the time the employee commences work. Nothing in this or any other provision of this Agreement constitutes a minimum guarantee of work.

8.2 Voluntary Alternatives. Weekend tours of duty or alternate schedules requested in writing by a nurse, may be arranged by mutual agreement with the appropriate department/division head and the Association, and shall not be subject to premium pay provisions described in Article 9 to which the nurse would otherwise be entitled if the nurse was not being scheduled or working the alternative schedule.
8.3 **Advance Authority.** A nurse will be expected to obtain proper advance authorization, except in an emergency, from an appropriate supervisor for work in excess of the nurse’s workday or workweek.

8.4 **Shift Length.** A normal work shift for each position may consist of one of the following shift durations: eight (8), nine (9), ten (10), or twelve (12) hours plus the one-half hour unpaid meal period. Six (6) hour shifts may be placed as part of a core schedule only if that nurse applied for and was awarded a posted vacancy where six (6) hour shifts were part of the core schedule. Shifts of shorter duration may be posted for nurses to pick up as extra shifts but will not be included in the core schedule of any regular nurse.

8.4.1 More than four (4) consecutive nine (9), more than four (4) consecutive ten (10), or more than three (3) consecutive twelve (12) hour shifts, shall not be set as part of the core schedule, except in extraordinary circumstances, without the written consent of the affected nurse. Shifts awarded in the electronic scheduling program shall constitute written consent for the shifts awarded.

8.5 **Weekend Scheduling.** Nurses shall be scheduled at least every other weekend off. This provision shall not apply when the nurse requests to work more frequent weekends or if the consecutive weekends occur when nurses trade weekends. Weekend work shall be equitably scheduled among all qualified regularly scheduled nurses within each unit and shift. For purposes of this section, the weekend shall be defined as Saturday and/or Sunday (or Friday and/or Saturday for the night shift). All hours of a shift shall be counted as weekend work if a majority of the hours are scheduled on the above stated weekend shifts. The forty-eight (48) hour weekend period may alternatively be defined as Saturday and/or Sunday for a night shift nurse with the written agreement between the nurse and his or her supervisor, applied in a reasonable fashion among any nurse desiring such schedules; such an alternative arrangement may be revoked by the Medical Center or the nurse on thirty (30) days’ notice.
8.6 **Core Work Schedule.** Regularly scheduled nurses shall be scheduled their core schedules, including weekend, unless the nurse consents to a modified core schedule following a request by the Medical Center. Nurses shall not be involuntarily scheduled for or required to work six (6) or more consecutive shifts without the nurse’s consent; selection of additional shifts by the nurse through electronic scheduling constitutes consent. When business operations necessitate a deviation from a nurse’s core schedule, the following shall apply: Nurses must be consulted about any altered pattern assignment. The Medical Center may assign the regular nurses to work a modified core schedule by (1) first seeking volunteers and then, (2) assignment on a rotational basis among qualified nurses by seniority per selected shift and unit beginning with the least senior regularly scheduled nurse(s), unless otherwise agreed to by the Medical Center and the directly affected nurses. A nurse’s assignment in such rotation shall be for a maximum of one (1) month of work, exclusive of scheduled earned leave. The rotation for such an assignment shall apply to all regularly scheduled qualified nurses in the unit, but its implementation will not require any nurse to accept a modified core schedule assignment more than one time per rolling year (including nurses who volunteer to avoid mandatory assignment being imposed on the unit). A nurse may choose to volunteer for multiple rotations.

8.7 **Meal and Rest Periods.** Nurses shall receive an unpaid meal period of one-half (½) hour, as near as practical, during the middle of their shift. During the unpaid meal period, the nurse is on his/her own time and must be completely relieved of duty. It is the goal of both parties that the meal period shall occur during the middle of the nurse’s shift whenever practicable. Meal periods may be recorded automatically by default by the Kronos time clock system, provided that recording of time worked shall not be inappropriately discouraged. Nurses shall also receive one (1) fifteen (15) minute paid rest period for each four (4) hours of work during their shift; nurses may not leave the premises during a rest break. Nurses are to take their meal and rest breaks if their patient assignment allows for a break in care; the Medical Center is responsible for scheduling rest breaks and meal periods in order to provide needed coverage in the work area. If a nurse is not provided needed
relief of their patient care and are unable to take a meal period or rest break, the nurse will inform the Charge Nurse (or unit or house supervisor, if the Charge Nurse is not available) as soon as possible. The Charge Nurse, supervisor or manager will make every effort to provide the nurse with such break(s) or meal period. If rest periods are missed due to operating requirements, arrangements will be made to provide rest periods at alternative times during the shift. Rest periods may be allowed in conjunction with the meal period with approval of the charge nurse or nurse’s supervisor, following consideration of patient care needs for each specific occasion that a nurse requests to combine a rest and meal period. If a nurse combines a rest and meal period, it is the nurse’s sole responsibility to return to work as scheduled, and the nurse must remain on the premises for that portion of the combined break that corresponds to the rest break.

### 8.8 Work Schedules

Final work schedules shall be posted at least fourteen (14) calendar days in advance of the applicable four (4) week cycle. In the two (2) week period before the posting of the final work schedule, a core work schedule shall be prepared. Nurses shall be placed on the core work schedule, including call shifts if applicable, in the following order: (1) Regularly scheduled full-time and part-time nurses within the applicable nursing unit as part of the core schedule; (2) Casual part-time nurses within the applicable nursing unit who may have consented to coverage for a pre-approved vacation, holiday or leave of absence. For 72 hours prior to the posting of the final schedule, the core schedule is made available to CPT Nurses to request open shifts. This bidding period starts at 0700.

The Unit director or designee from each unit will review all the requests once the request period is closed. The shifts will be awarded in equal numbers as possible. If more than one nurse has bid on a shift and that is the only shift each bid on, then the shift will be awarded in the order received.

Once the final work schedule is posted, any open shifts shall continue to be filled through the electronic scheduling system for all hospital nursing units.
providing direct patient care. Non-bargaining unit employees wishing to bid on additional shifts may do so during this time.

Qualified and oriented nurses shall be awarded available shifts in the order received, excluding shifts that would result in overtime or premium pay unless posted as a premium shift.

8.8.1 Mandatory overtime. The Medical Center will fully comply with Oregon State Statutes regarding circumstances under which a nurse may be required to work overtime. No nurse shall be required to work when the nurse, in his or her judgment, is unsafe to perform patient care duties.

8.9 Rotation of Shifts. Nurses (not including those in a formal, specific training program and/or orientation) will not be assigned to a variable shift nor shall such nurses be assigned to rotate shifts, unless with the nurse’s consent for the specific assignment, except that, in order to handle specific assignment needs, the Medical Center may assign the regular nurses to work on shifts other than or in addition to the one on which they are scheduled by (1) first seeking volunteers and then (2) assignment on a rotational basis among qualified nurses by seniority per selected shift and unit beginning with the least senior regularly scheduled nurse(s), unless otherwise agreed to by the Medical Center and the directly affected nurses. A nurse’s assignment in such rotation shall be for a maximum of one (1) month of work, exclusive of scheduled earned leave. The rotation for such an assignment shall apply to all regularly scheduled qualified nurses in the unit, but its implementation will not require any nurse to accept a variable shift assignment more than one time per rolling year (including nurses who volunteer to avoid mandatory assignment being imposed on the unit.) Rotation of shifts shall be assigned on a pre-scheduled basis prior to posting, unless unusual circumstances arise during the work cycle that could not have been reasonably anticipated in advance. Should a nurse be rotated to a different shift than the nurse’s regularly scheduled one (either voluntarily or non-voluntarily), the nurse shall be paid Five Hundred Dollars ($500.00) for each month of such assignment (or proportionately, for assignments of less than one month). Such payment
shall be paid in the pay period after the completion of the assignment, subject to normal wage withholdings.

8.10 Temporary Assignments/Supervisory Assignment. A nurse may, with the nurse’s consent, be assigned temporarily to a charge nurse or non-bargaining unit position. When a temporary assignment occurs, the nurse shall be compensated for such work (1) at the charge nurse rate, when appropriate or (2) at his/her current rate of pay plus ten percent (10%) for the period of the interim assignment. In those cases where bargaining unit nurses are performing some duties that may be construed as supervisory, the parties agree that such employees shall not be challenged as being covered by this agreement, provided that the Medical Center’s response to conduct exclusively limited to the supervisory role during a temporary supervisory assignment of thirty (30) consecutive days or greater, shall not be subject to the grievance and arbitration provisions of this agreement.

8.11 Bargaining Unit Work Performed By Non-Bargaining Unit Employees. Consistent with this Agreement the Medical Center may assign Clinical Coordinator or other management registered nurses bargaining unit work, except that the Medical Center shall not schedule non-bargaining unit personnel to displace bargaining unit personnel for any entire bargaining unit shifts nor shall a bargaining unit nurse scheduled or assigned to be on-call remain on-call for an entire shift (or that remaining portion of an entire shift when the full workload for a nurse is available) while being replaced by a Clinical Coordinator or other management registered nurses. Employees outside the bargaining unit may bid on bargaining unit shifts as described in Section 8.8. If a nurse believes that non bargaining unit personnel are routinely performing bargaining unit work to an excessive degree, the nurse may bring that issue to the Nurse Staffing Council and the Medical Center shall ensure a copy go to Labor Management Committee. Nothing in this Section applies to subcontracting or the use of agency or traveler nurses.
8.12 **Orientation and Skills Maintenance.** When a nurse is newly hired for assignment to a specific unit or transferred to an established position in a unit, the Medical Center will provide the nurse with sufficient documented orientation to the unit and its patients that allows the nurse to reach core competency. Based upon the nurse’s previous clinical experience and the similarity of skills to those the nurse already possesses, the nurse, the nurse’s preceptor, if applicable, and the nurse’s supervisor will mutually agree on the length of orientation in the applicable nursing unit to be able to complete the formal orientation/core competency checklist. The Medical Center will take into consideration the nurse’s expressed needs in determining the individualized orientation and shall utilize the skills assessment tools available for each nursing unit. New-hire orientation shall be a minimum of two (2) weeks of nursing unit orientation. Each unit core competency and orientation checklist shall be developed, reviewed, and edited by the Unit Based Council, at least annually.

Prior to taking a nurse off of orientation and assigning the nurse a full patient load, the nurse must have completed the appropriate unit core competency/orientation checklist. The Medical Center will seek input on the nurse’s orientation progress from the assigned preceptor, if applicable, and the orienting nurses.

8.13 **Floating and Supplemental Assistance.** Nurses shall have the option to reorient as per 8.12 to any unit to which he/she is required to float for primary patient care assignment if the nurse has not worked in that unit for more than six (6) months. A nurse that has not completed core competency or the unit specific orientation checklist, but has reviewed the modified unit orientation checklist, may be required to provide supplemental nursing care on any unit where the need arises, without specific unit orientation. All such assignment of nursing care shall be consistent with licensure requirements for registered professional nurses in Oregon. Such a nurse shall not be required to take a primary patient care assignment, but shall be expected to perform the functions identified in Appendix B. Scheduled and oriented nurses, as specified in Section 8.12 above, may be floated in the following order by
utilizing the resource pool nurses and then requesting volunteers. If insufficient nurses volunteer, the Medical Center will then seek to float agency or, traveler nurses to the extent practical and consistent with the agreement between the Medical Center and the agency or traveler nurse's employer. If additional nurses must be floated, floating shall be assigned by an equitable system of rotation among the remaining nurses per unit. The system (float guidelines) shall be established by each unit's UBC, be reduced to writing, and available for reference on each nursing unit.

Nurses with positions in ATC, Surgical Services, Family Birthplace, the Heart Center and Home Health/Hospice shall not be floated to any other unit without the nurse's prior consent. Nurses orienting employees shall be exempt from floating for the first two weeks of having an employee assigned to them

8.14 Report Pay. If the Medical Center is unable to utilize a nurse who reports for an assigned shift, he/she shall be paid two (2) hours at the straight time hourly rate of pay plus applicable shift differential or the straight time hourly rate of pay for the actual number of scheduled hours for that shift, whichever is less. The provisions of the preceding sentence shall not apply if (a) the reasons giving rise to non-utilization of the nurse are caused by acts of God, utility failure or like occurrences, or (b) the Medical Center makes a reasonable effort to notify the nurse by telephone at least two (2) hours before a scheduled day, evening or night shift, that he/she should not report. It shall be the responsibility of the nurse to notify the Medical Center of his/her address and telephone number; failure to do so shall preclude the Medical Center from the notification requirements and payment of the above guarantee.

a. Nurses in Report Pay status may be required to work by the Medical Center.

b. Nurses who report to work, volunteer or request to go home and are permitted to do so, shall only be paid for actual hours worked. Such nurse will document this on the KRONOS exception log.
8.15 **Scheduled Mandatory On-Call.** Written on-call scheduling guidelines that accurately reflect current unit practices, provided they are not inconsistent with the terms of this Agreement, shall be developed by the Medical Center and forwarded to the Association.

8.15.1 The Medical Center shall only have the right to implement changes in such guidelines after having given the Association at least ten (10) days written notice and bargained with the Association over such proposed changes (either to agreement or to impasse, after which such changes may be implemented) during the term of this Agreement, provided that such bargaining be conducted in good faith within the appropriate time frame.

8.15.2 Should circumstances necessitate requiring a nursing unit where on-call scheduling is previously voluntary to add an on-call requirement, the Medical Center shall give the Association at least ten (10) days written notice and bargain with the Association over such proposed changes and impact on the nurses (either to agreement or to impasse, after which such changes may be implemented) during the term of this Agreement, provided the bargaining be conducted in good faith within the appropriate time frame.

8.15.3 Mandatory on call shifts shall be scheduled by the Medical Center in no less than eight (8) hour increments. An option for four (4) hour on call shifts shall be made available by the Medical Center to nurses who consent to meet their mandatory on call requirement in less than eight (8) hour increments. Weekend on call shifts shall not be scheduled without the nurse’s consent (1) on a nurse’s regularly scheduled weekend off, resulting in the nurse being subject to working consecutive weekends, or (2) on consecutive weekends.

8.16 **Schedule Trades.** There are no restrictions on the number schedule trades between qualified nurses. Although no schedule trade is allowed to result in the payment of premium or overtime pay at the time of the request, such pay shall not be excluded as a result of subsequent work being scheduled by the
Medical Center and performed by the nurse following the approval of the trade. The Medical Center may deny a schedule trade request only if the nurse making the request is not qualified, or the exchange will result in overtime or premium pay that would otherwise have not been incurred. Once a trade has been approved the nurse relinquishing the shift has no further responsibility for working the traded shift. In accordance with Article 3.7, a CPT nurse may cover a scheduled shift at the request of another nurse, but such shift(s) will not count towards their minimum requirements.

**8.17 Holiday Scheduling.** Nurses shall be scheduled for holidays based on the following process:

**8.17.1 Major Holidays (Christmas, New Year’s Day and Thanksgiving).** Responsibility for working major holidays shall be shared equitably and on a rotation basis by the nurses in a unit and shift. Each September 1st, the unit manager shall post a list documenting each nurse’s past three (3) year history for working or being on-call on the three (3) major holidays. Requests for a major holiday off shall be submitted by September 15th. Should multiple requests be made for the same holiday off and not all requests can be granted, the three (3) year history shall be taken into account for the purposes of rotating holiday work responsibilities among the nurses of the unit. Nurses shall not be required to be scheduled both Christmas Eve and Christmas Day or New Year’s Eve and New Year’s Day, without prior written approval of the nurse. The holiday is defined by shift start. For example, the shift starting on 12/24 would be considered Christmas Eve, and a shift starting on 12/25 would be considered Christmas Day.

**8.17.2 Minor Holidays (Easter, Labor Day, Memorial Day, July 4th).** Requests for a minor holiday off shall be made in the same manner as vacation requests, by Article 10, except that multiple requests be made for the same holiday and not all requests can be granted, the past three (3) year history of minor holidays worked or on-call shall be taken into account for the purposes of rotating holiday work responsibilities among the nurses of the unit.
8.17.3 There may be a temporary disruption to a nurse’s chore schedule for
the purpose of major holiday scheduling and reducing consecutive
weekend work. This shall be limited to the week before and the week
following a major holiday. The Medical Center shall consult with the
affected nurse prior to any change to the nurse’s core schedule. The
Medical Center may not require the nurse to exceed their regular FTE
hours/position and shall make every effort to minimize increasing the
nurse’s number of regular consecutive workdays. Changes to core
schedules for the purpose of this article shall be done in a fair and
equitable manner. If the nurse believes he/she has taken a
substantially disproportionate share of such changes, the nurse may
request a review by the Labor Management Committee.

8.18 Next Day Off. Provided a nurse makes sufficient advance request and
staffing allows, such nurse scheduled for an on-call shift may have Monday
off without compensation following a weekend on-call, or the following day off
if the on-call period falls during the week, or the nurse experienced repeated
or lengthy call-backs during the on-call period.

ARTICLE 9 – COMPENSATION

9.1 Progression. Progression through the salary range for nurses shall be one
step at a time, (subject to the terms of Appendix A) for each year after the
nurses’ first full year of employment.

9.2 Wage Rates. Nurses covered by this Agreement shall be compensated at
the wage rates set forth in Appendix A hereto.

9.3 Credit for Prior Experience. A nurse with less than one year of relevant
nursing experience, will be placed at the first pay step. Newly hired nurses
with more than one (1) year of relevant experience, or equivalent, will be
placed at a pay step that at a minimum reflects their years of experience,
subject to the following guidelines:

9.3.1 For work experience in an acute care and/or skilled nursing setting, or
as a nursing school instructor, a full year of credit shall be given for
each year of full-time work; six (6) months of credit shall be given for each year of part-time work; and each year of casual part-time work shall be pro-rated.

9.3.2 For work experience in a clinic setting, fifty percent (50%) of the credit in Section 9.3.1 shall be given.

9.3.3 For work experience as an RN manager providing direct patient care, one hundred percent (100%) of the credit in Section 9.3.1 shall be given. For work experience as an RN manager not providing direct patient care, fifty percent (50%) of the credit in Section 9.3.1 shall be given.

9.3.4 For work experience in an RN position not providing direct patient care (such as educator, infection control, utilization or discharge planning), credit shall be given on a case-by-case basis. A factor to be considered is the relevance of the past experience to the position for which the nurse is being hired. In no instance shall the nurse receive credit less than that described in Section 9.3.2.

9.3.5 Nurses who have worked at the Medical Center in the previous twelve (12) months shall be hired at a step equal to or greater than the rate of pay the nurse was receiving at the time of termination.

9.3.6 For RN experience at the Medical Center or any of its entities, one hundred percent (100%) of the credit in Section 9.3.1 shall be given, except that, for nurses employed as of the effective date of this Agreement, for the purposes of the nurse's initial placement on the step schedule, each full year of employment at the Medical Center or any of its affiliates shall count as one (1) year of experience, regardless whether that employment was full-time, part-time or casual.
9.3.7 For those nurses who have experience in more than one (1) area of practice described in Sections 9.3.1 through 9.3.6, the sum total of all of the individual calculations shall be used to determine final placement.

9.3.8 All previous work experience must be documented in the nurse’s personnel file, on the employment application and/or resume. The Medical Center shall bring this entire Section to the attention of each newly hired nurse at the determination of the nurse’s wage rate or step.

9.4 **Premium Pay and Pyramiding.** A nurse shall be paid at the rate of one and one-half (1½) times the nurse’s regular hourly rate of pay for hours worked in the categories listed below, but in no event shall any of these premium payments be compensated at greater than a one and one-half (1½) time rate or be duplicated for any reason, unless otherwise specified in this Agreement.

9.4.1 **Overtime.** In excess of forty (40) hours worked within the standard workweek as defined in Article 8.1. (This forty (40) hour workweek provision may be modified by mutual consent between the nurse and the Medical Center to provide for an eighty (80) hour work period within fourteen (14) consecutive days. Under this arrangement, the nurse will be paid overtime for hours worked in excess of eighty (80) within such period instead of forty (40) within the standard workweek).

9.4.2 **Consecutive Weekends.** On the regular nurse’s second consecutive weekend of work and each even-numbered (i.e., fourth, sixth, etc.) consecutive weekend of work thereafter until the nurse has an unworked weekend.

a. Exempt from this provision are those nurses who have agreed to work schedules calling for consecutive weekend work, and those nurses who express a desire or have otherwise voluntarily agreed (including selection of additional shifts through electronic scheduling) to work consecutive weekends when work is available.
b. weekend is defined as set forth in Article 8.5.

9.4.3 Call-In/Call-Back. Time actually worked on a call-back during a nurse’s on-call shift (including low census on-call shifts) under Article 9.7, for a minimum of two (2) hours.

9.4.4 Holiday Pay.

a. If a nurse is scheduled or requested by the Medical Center to work on any of the following holidays, he/she will be paid one and one-half (1½) times his/her regular hourly rate of pay for all time worked on such holiday.

- New Year’s Day
- Easter
- Memorial Day (last Monday in May)
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

b. Notwithstanding Section 9.4, a nurse shall be eligible for holiday pay even if he/she is also eligible for premium or overtime pay during another day worked as a result of working on the holiday. The premium identified for holidays shall be paid for all hours worked on the holiday.

c. A nurse not scheduled or requested to work on any of the above holidays may either (1) take the day off and use PTO, or (2) take the day off and save PTO for later use. This provision shall only apply to those nursing units that are closed or operating on a call crew only basis for the holiday.

d. Notwithstanding Section 9.4, a nurse who works an extra shift on a recognized holiday shall receive one hundred dollars ($100) for the
full shift worked so long as the holiday is not a result of trades but rather at the request of the department leader or house supervisor.

9.5 Charge Nurse Differential. A nurse assigned to Charge nurse responsibilities shall be paid a differential of three dollars and forty cents ($3.40) per hour for the duration of the assignment to a Charge nurse vacancy in accordance with Article 12.2.2 or when working as a relief charge nurse.

9.6 Shift Differential.

9.6.1 Evenings. A nurse who works the second shift, a shift scheduled for the majority of the work hours of the shift occurring after 1500 hours, shall be paid a shift differential for all hours worked on that shift of $2.25 per hour.

9.6.2 Nights. A nurse who works the third shift, a shift scheduled for the majority of the work hours of the shift occurring after 2300 hours and before 0700 hours, shall be paid a shift differential for all hours worked on that shift of five dollars and fifty cents ($5.50) per hour.

9.6.3 Instead of the above, a nurse who is working on call-in/call back, will be paid evening shift differential for all hours worked between 1500 and 2300 hours, and night shift differential for all hours worked between 2300 and 0700 hours, at the applicable rates set forth above.

9.6.4 The nurse shall be paid at the nurse’s scheduled shift rate (including differential, if any) if the nurse works over into the next shift to complete the nurse’s scheduled shift.

9.7 On-Call. On-call compensation shall be paid when a nurse has been placed on “on-call” status, including call due to low census. Such nurse will remain available to report to work on short notice if called by the Medical Center.
9.7.1 Rate of Pay – On-Call. A nurse scheduled for an on-call shift shall be paid $4.75 per on-call hour effective the first pay period upon ratification of the contract.

9.8 Weekend Work. For weekend work on which the nurse is not eligible for time and one half pay under any provision of this Agreement, the nurse will be paid a weekend differential of $2.00 per hour worked. A weekend for purposes of this Section shall be defined as all hours between 1900 Friday and 0700 Monday, except that the differential shall not be payable to nurses working a Friday shift that is scheduled to end either at 1900 or 1930 or to nurses working a Monday shift that is typically considered to be a day shift.

9.9 Certification Pay. A nurse who obtains and maintains a nationally recognized nursing certification shall receive seventy-five cents ($.75) per compensated hour. A nurse with two (2) or more such certifications shall receive one dollar and twenty-five cents ($1.25). To be eligible for pay under this provision, proof of certification must be on file. An approved certification list shall be established by the Chief Nurse Executive or designee, in his or her discretion, in consultation with the PNPC, and shall be updated on an annual basis. The Medical Center shall give all nurses who received this pay a renewal reminder notice of requirements of this provision if their certification pay would expire without further renewal documentation.

9.10 Advanced Education Pay. Nurses holding a BSN degree will receive an additional $1.50 per each compensated hour; nurses holding an MSN degree will receive an additional $3.00 per each compensated hour.

9.11 Transport Pay. A nurse who performs transport duties shall receive two hundred dollars ($200) per transport in addition to the nurse’s rate of pay. Transport pay is only applicable to transports to a facility other than one affiliated with the Medical Center, or outside Douglas County.
9.12 **Sexual Assault Pay.** A nurse who performs the duties of a sexual assault nurse shall receive $150.00 per case in addition to the nurse’s regular rate of pay. In the event that the Medical Center receives reimbursement from a governmental agency for the nurse’s services in excess of $150.00 the additional compensation shall be included in this pay.

9.13 **Preceptor Pay.** A nurse assigned by the Medical Center to mentor new nursing department nurses, RN and LPN students (but not including students whose instructors are present at the facility) and surgical scrub technicians under the Medical Center’s preceptor program shall receive two dollars ($2.00) per hour in addition to the nurse’s regular rate of pay for each hour worked while performing in this role. The Medical Center will select preceptors based on its determination of clinical skills, experience, communication skills and teaching skills. Nurses may be required to attend an approved preceptor class in order to qualify for preceptor pay.

9.14 **Recruitment Bonus.** The Medical Center may offer recruitment bonuses as it determines appropriate on a case-by-case basis, and repayment of such bonus may be subject to such terms and conditions the Medical Center determines appropriate in the circumstances provided that such agreements do not violate any specific provision of this Agreement. A nurse may be allowed to transfer positions without penalty if the Medical Center agrees in its sole discretion. The parties agree that requirements that (1) the nurse repay the recruitment bonus, in whole or in part, if the nurse resigns or is terminated for cause within a specified period, and/or (2) that the nurse is precluded from transferring to another position within the Medical Center other than the one for which the recruitment bonus is offered for a specified period, do not violate any provision of this Agreement. In the event the nurse or the Medical Center requests a transfer to another position related to (2) above, the nurse, the Association and the Medical Center shall, on request of the nurse, meet to discuss the transfer, which remains at the discretion of the Medical Center.
9.15 Excess of Standard Shift. For nurses scheduled for twelve (12) hour shifts, time worked in excess of the standard shift will be paid a premium of $8.00 per hour for all such additional time effective the first pay period of the contract. This amount shall increase to $9.00 per hour effective the first pay period in July 2011.

9.16 Increased Nursing Scope Pay. Those nurses who maintain increased training for procedures practicing at the top of the nursing license scope, as determined by Labor Management Council, shall be paid a differential for all hours worked of $.75 per hour. Nurses must maintain documented competency of procedure to maintain eligibility for differential.

ARTICLE 10 – PAID TIME OFF (PTO) & SHORT-TERM DISABILITY (STD)

10.1 General Provisions. Paid Time Off (PTO) and Short-Term Disability (STD") provide compensation for nurses when absent for vacation, illness, holidays, family emergencies, preventative health and dental care, religious observances, and other personal time off.

10.2 Eligibility. All regularly scheduled nurses (but neither casual part-time nor temporary nurses) are eligible for PTO.

10.3 Accrual. PTO shall be accrued on the basis of a nurse’s full- or part-time position (scheduled hours including low census), and hours worked. Hours worked are limited to regular hours, overtime hours, and hours compensated as PTO, all of which are referred to as accrual base hours, to a maximum of 2080 compensated hours per year. PTO accrual rates are set forth below. PTO will not accrue for nurses during unpaid Leaves of Absence STD or Long-Term Disability.

10.4 Accrual Rates. Eligible nurses shall accrue PTO as follows:

A. Full-time Nurses:

1. 0 through 5 years of employment 7.08 hours per pay period
   (approximately 23 eight-hour PTO days (184 hours) per year).
2. 6 through 10 years of employment – 8.62 hours per pay period (approximately 28 eight-hour PTO days (224 hours) per year).

3. 11 through 20 years of employment – 10.15 hours per pay period (approximately 33 PTO days (264 hours) per year).

4. 21 or more years of employment – 11.07 hours per pay period (approximately 36 eight-hour PTO days (288 hours) per year).

5. Nurses employed prior to January 1, 1998 and receiving the highest PTO accrual of thirty-eight (38) days as of January 1, 2009, will be provided a lump-sum payment annually the last paycheck of the calendar year equivalent to two (2) eight (8) hour days at the employee’s base rate of pay for employee with twenty-one (21) or more years of service at the Medical Center.

B. For Part-time Nurses:

1. 0 through 5 years of employment – 0.0885 hours of PTO for each accrual base hour.

2. 6 through 10 years of employment – .1078 hours of PTO for each accrual base hour.

3. 11 through 20 years of employment – .1269 hours of PTO for each accrual base hour.

4. 21 or more years of employment – .1385 hours of PTO for each accrual base hour.

5. A part-time nurse employed prior to January 1, 1998 will be provided a lump sum payment, depending on years of service as set forth in Section 10.4(A)(5), above, proportional to the payment called for by that section, depending on the proportion of full-time that the nurse worked the prior year.
C. A change to a different accrual rate under the preceding paragraphs will be effective at the beginning of the pay period following the applicable anniversary date of employment.

D. There shall be a maximum PTO accrued balance for each nurse of 276 hours for employees employed five full years or less; 336 hours for employees employed six (6) to ten (10) years; 396 hours for employees employed 11 years or more. Additionally, employees employed before January 1, 1998 employed twenty-one years or more may accrue a maximum balance of 432 hours. If a nurse has reached the maximum PTO accrual and has been denied a request for time off due to the staffing requirements of the department, the maximum PTO provision is waived (or, at the Medical Center’s discretion, an equivalent payment will be made) until such time as the nurse can mutually arrange scheduled time off with the department. This provision shall not apply if the nurse had made no reasonable attempt to apply for PTO during the previous calendar year; the nurse must apply for such waiver (or payment as set forth above) within two pay periods of reaching a maximum.

10.5 Use of PTO.

10.5.1 Effective the first of the month following a nurse’s first thirty (30) days of employment PTO may be used as soon as it is earned, up to the amount accrued in the pay period immediately preceding the time off, in accordance with the provisions of this Article. Except as set forth below, PTO may not be used in advance of its accrual or to claim pay for time lost due to tardiness.

10.5.2 Before the first of the month following a nurse’s first thirty (30) days of employment, a nurse may use accrued PTO for holidays and mandatory low-census days.

10.5.3 During the first year of employment, a nurse may use up to forty (40) hours (proportionate five (5) day equivalent for part-time employees) of PTO in advance of accrual, when approved by the nurse’s unit.
director. If such use puts the nurse into a negative balance, future
accruals must replenish the nurse’s PTO balance before further PTO
may be taken, unless otherwise approved.

10.5.4 When requests for scheduled time off conflict with staffing
requirements, preference will be given to PTO requests over requests
for time off without pay.

10.5.5 A nurse may take personal time off without pay if the time off has been
approved and the nurse has under twenty-four (24) hours of PTO
available. This excludes leaves of absence.

10.6 Requesting and Granting Scheduled PTO. Scheduled PTO, e.g. for
vacation, must, except in unusual circumstances, be requested in advance of
the time off desired. The Medical Center shall not unreasonably deny said
request.

10.6.1 A nurse shall request the supervisor of his/her unit to schedule time off
by giving notice through the electronic scheduling system to the
staffing office at least thirty five (35) days but not more than nine (9)
months prior to the date when the earliest schedule covering such
time off is to be posted. The Medical Center will respond through the
electronic scheduling system to such request no later than thirty (30)
days after receipt of the request. Preference for available time off on
the nurse’s unit and shift will be given to the request for same received
on the earliest date by the staffing office. All requests submitted and
approved in writing for the nine (9) months prior to implementing
electronic scheduling will be input into electronic scheduling and the
approval adhered to. A nurse that does not have access to the
electronic scheduling system may continue to request time off by
giving written notice at least thirty five (35) days in advance, but not
more than nine (9) months prior to the date when the earliest schedule
covering such time off is to be posted.
10.6.2 All PTO requests submitted to the appropriate office when it is closed shall be considered as noticed to the Medical Center the next working day for that office. PTO submitted on a calendar day of Saturday or Sunday shall be considered noticed to the Medical Center on the Monday immediately following the weekend. All such requests shall be dated in the electronic scheduling system. Similarly, any PTO request submitted on a holiday shall be considered as noticed to the Medical Center on the following weekday.

10.6.3 If a nurse requests time off with less than thirty five (35) days’ notice, but at least one (1) week prior to the date when the earliest schedule covering such time off is to be posted, the Medical Center will consider such requests in the order received from among the nurses on the same unit and shift, to determine if scheduling will permit accommodation of the requests.

10.6.4 In the event two or more nurses on the same unit and shift request the same period of time off and such requests are received by the Medical Center on the same date, the Medical Center will seek to accommodate the requests, but, in the event the scheduling will not permit, the Medical Center will notify the nurses of the unresolved conflict. The senior such nurse shall be given preference provided that (a) they request such seniority preference in writing no later than five (5) days after notification by the Medical Center of the unresolved conflict, and (b) they shall not be eligible to exercise such right of seniority if they exercised it during the preceding two (2) years.

10.6.5 When time off is requested without prior approval due to an emergency or illness, a specific reason for the request is to be given. A nurse requiring time off without prior approval and on short notice must notify one departmental contact, as identified by Medical Center policy, at least two (2) hours prior to the starting time for the applicable shift, or as soon as the employee becomes aware of the need.
10.6.6 The Medical Center may not rescind PTO once it is granted except in extraordinary circumstances. If PTO is rescinded for extraordinary circumstances on less than thirty (30) days’ notice, the Medical Center shall reimburse the nurse for all unavoidable documented non-refundable expenses due to the Medical Center rescinding PTO. A nurse may rescind a PTO request up to 30 days prior to the date when the schedule covering such time off is to be posted. Thereafter, rescission of such requested time off may be accomplished only if the Medical Center consents.

10.7 PTO Unit Guidelines. Guidelines for the granting and usage of PTO will be established by each Unit Based Council. Each such guideline will be provided to the Association.

10.8 Extended Absences.

10.8.1 Extended Illness Bank (EIB). Each nurse shall maintain the hours accrued in their EIB as of the end of the last pay period of 2007. Existing EIB balances shall be frozen, as of that date, and may be used to supplement STD to 100% pay. Up to sixteen (16) hours of EIB may be utilized during the seven (7) day waiting period to qualify for STD after a nurse has utilized twenty-four (24) hours of PTO, unless otherwise required by law.

10.8.2 Short Term Disability (STD). The Medical Center will make available to all full and part-time nurses a short term disability plan identical to the plan offered to all other Medical Center employees, which plan may be changed by the Medical Center at its discretion as long as such changes are implemented for all other employees. Benefits and eligibility requirements shall be controlled by the plan documents. If the Medical Center modifies the short-term disability plan, the Medical Center will provide the Association with at least thirty (30) days advance notice and a review of the plan changes prior to implementation.
10.9 Payment of PTO and STD.

10.9.1 PTO (and EIB hours, until exhausted) will be paid at the time of use at the nurse’s straight-time hourly wage rate on the nurse’s regularly scheduled shifts.

10.9.2 All accrued but unused PTO will be paid upon termination. A nurse may also cash out PTO as follows: a nurse who has accrued at least 96 hours up to 160 hours of PTO may cash out up to 40 hours of PTO; a nurse who has accrued 161 to 200 hours of PTO may cash out 80 hours of PTO, and a nurse who has accrued more than 200 hours of PTO may cash out 100 hours of PTO. The election to cash out PTO must be made during the annual benefit’s re-enrollment period, and PTO cashed out will be paid in the final pay period of the following year. Additionally, a nurse may make a PTO cash-out request in the event of an emergency, subject to the discretionary approval of the Director of Human Resources of the Medical Center. PTO cashed out on an emergency basis will be paid at the rate of 90% of the otherwise applicable rate. Except as otherwise provided in this Article, a nurse is not required to cash out accrued PTO and may allow it to accumulate for future use or payment upon termination, if applicable.

10.9.3 Hours in the Extended Illness Account cannot be converted to PTO hours and are not payable, except according to the terms of the EIB policy.

ARTICLE 11 – LEAVES OF ABSENCE

11.1 General Provisions. Upon completion of probation, a regularly scheduled nurse may be granted a leave of absence without pay. All such requests must be presented in writing to the appropriate supervisor as far in advance as possible. Each case will be reviewed and considered for approval by the Medical Center. Leaves of absence that are not mandated by law shall be granted in a consistent and equitable manner. A nurse must utilize any applicable PTO or EIB hours accrued prior to the commencement of the leave of absence, except when required by law.
11.1.1 Non-Accrual of Service or Benefits. The leave of absence protects the nurse's accrued service record; however, a nurse will not accrue benefits or build service time during an unpaid leave.

11.1.2 A nurse may claim PTO or EIB during a leave at a lower number of hours than the nurse was regularly scheduled to work.

11.1.3 Continuation of Insurance Benefits. A nurse on a leave of absence may continue to obtain group insurance benefits at his or her own expense, except as otherwise required by law. A nurse shall not be eligible for continuation of insurance benefits during an unpaid leave of absence for more than three (3) months within any twelve (12) month period, except for a nurse performing light duty work as specified in Section 11.7 below.

11.2 Family and Medical Leave. Family, pregnancy and medical leaves of absence, including FMLA and OFLA, will be administered by the Medical Center consistent with applicable state and federal laws. A nurse will be required to use PTO hours during such leave.

11.3 Military Leave. A military leave of absence will be automatically approved upon the employee's receipt of military orders from any branch of the United States Armed Services and/or training in reserve or National Guard Units. If a nurse is a member of the armed service reserve organization, a leave of absence of sufficient time may be granted to fulfill annual active duty requirements. A nurse is not required to use his or her PTO during the military leave. No length of service restrictions apply to this policy if the department head is notified at the time of employment or enlistment. Nurses returning from military leave will be treated in accordance with federal and state law.
11.4 Return from Leave.

11.4.1 Except to the extent required by the FMLA, OFLA or similar statutes, the Medical Center will reinstate a nurse to the same position after leave of absence of six (6) weeks or less.

11.4.2 If the nurse’s former position is not available, the nurse will be offered the first comparable available vacancy for which the nurse is qualified which occurs after the Medical Center has been advised of the nurse’s desire to return to work. A nurse who returns following a FMLA or OFLA leave and provided the nurse returns within six (6) months from the beginning of the leave, to a different position than the nurse left will have the option to fill the first opening comparable to the nurse’s prior position (position, unit, shift, including FT, PT, CPT status) that occurs without regard to the seniority of other nurses desiring the opening. This position preference shall continue for one year (365 days) from the beginning of the leave.

Upon return from a leave of absence, the nurse will receive the same step rate of pay, and accrue benefits at the same service level as prior to the leave of absence, unless the nurse’s status or position has changed as a result of the reinstatement, in which case the nurse will be compensated appropriate to that new position.

11.4.3 Workers Compensation. The Medical Center will comply with the worker’s compensation laws. A nurse injured on duty will receive regular wages while receiving medical attention on the date of his/her injury/illness. PTO may be used by the nurse for the first three (3) consecutive days lost from work.

11.5 Absences With Pay.

11.5.1 Compassionate Leave. After ninety (90) days of continuous employment, a regularly scheduled nurse who has experienced a death of a significant person in the family life of the nurse will be granted up to three (3) scheduled days in the case of a full-time nurse
and two (2) scheduled days in the case of a part-time nurse. For purposes of this paragraph, a significant person in the family life of the nurse shall be defined as a grandparent, parent, spouse, sibling, child, grandchild, the step or in law equivalent of parent or child. All compassionate leave requests must be approved by the nurse’s supervisor prior to the leave. If additional time for the leave is necessary, the nurse must request additional paid or unpaid time as otherwise provided for in this Agreement and obtain the supervisor’s approval in advance which shall not be unreasonably denied. Spousal equivalent shall be treated the same as spouse if mandated by Oregon law, as applicable to organizations such as the Medical Center.

11.5.2 Jury Duty. A nurse who is required to perform jury duty will be permitted the necessary time off to perform such service. The nurse will be paid his/her regular straight time rate of pay for the time served during scheduled work hours missed. The jury pay received from the court shall be retained by the nurse. The nurse must report for work if his/her jury service ends on any day in time to permit at least four (4) hours of work in the balance of the normal workday. The nurse will be paid the remainder of his or her scheduled shift if no work is available. A nurse on jury duty will be scheduled for day shift for the period of required jury service unless a waiver is signed.

11.5.3 Court Witness. Nurses who are subpoenaed or requested by the Medical Center to appear as a witness in a court case during their normal time off duty will be compensated for the time spent in connection with such an appearance in accordance with the regular rate of pay. The court witness pay shall be retained by the nurse. A nurse who is a voluntary witness for other than the Medical Center may be excused from work if scheduling permits. The nurse, in this instance, shall not receive pay for work hours lost, but may use accrued PTO hours.
11.6 Light Duty. It is believed that assisting injured and ill nurses in emotional or physical rehabilitation is best accomplished by returning them to their regular job at the earliest possible time. The Medical Center will make every reasonable effort to provide temporary modified work assignments to these nurses. A regularly scheduled nurse who is injured and unable to perform the nurse’s normal position duties shall be assigned light duty work if appropriate work is available. Priority may be given to such nurse’s receiving workers’ compensation. While assigned light duty the nurse shall receive the nurse’s regular rate of pay plus applicable differentials and be eligible for accrual of PTO, accrual of seniority, continuation of retirement benefits and continuation of insurance benefits for a maximum period of three (3) months of such light duty work.

ARTICLE 12 – SENIORITY AND LAYOFFS

12.1 Seniority. Seniority shall mean the length of continuous service with the Medical Center as a registered nurse working in a position covered by this Agreement.

12.1.1 Service Outside Bargaining Unit. A nurse who has accepted or accepts employment in a position outside the scope of this Agreement, and who is later employed by the Medical Center as a nurse hereunder, without a break in Medical Center service, will thereafter be credited with his/her previously accrued seniority as a nurse, his/her PTO and EIB accrual rates based upon total consecutive years of Medical Center service, and no less than his/her previously existing wage step (including credit for prior service within the pay step) as a nurse. Such a nurse will be on probationary status as a result of such return to the bargaining unit, unless the non-bargaining unit position was a registered nurse position, or the nurse returns within twelve (12) calendar months.

12.1.2 Loss of Seniority. Length of service shall be broken by (1) layoff for lack of work which has continued for six (6) or more consecutive months; (2) leave of absence, other than any state, federal leave, or
other protected leave, which has continued for six (6) or more consecutive months; or (3) termination.

12.1.3 Seniority Reinstatement. Any non-probationary, non-temporary nurse who terminates from employment in the Medical Center bargaining unit and is rehired by the Medical Center to a position covered by this Agreement within a period of less than six (6) months from the date of termination will (a) be returned at the beginning of the nurse’s same wage step as prior to termination, (if the nurse returns to the same position and status) (b) not be required to complete a new probationary period, and (c) have his/her seniority, exclusively for purposes of this Article, shall be credited previous seniority, but shall have a corrected seniority date adjusting for time separated.

12.2 Filling of Vacancies. The Medical Center will post on the intranet and distribute via email, a list of vacancies covered by this Agreement to be filled. The posting shall consist of the unit, shift, scheduled standby/call requirement, weekend work requirement, minimum qualifications required, core schedule and numbers of hours per week of the vacancy. No vacancy shall be permanently filled unless it has been posted for a minimum of five (5) calendar days excluding weekends and holidays. A list of candidates applying for bargaining unit positions will be available to the Association upon written request.

12.2.1 Staff Nurse Vacancies. The qualified senior nurse employed in the Medical Center and applying during the posting period will be given the first opportunity to fill the vacancy. The most qualified junior nurse applicant may instead be awarded the position, provided the junior nurse (1) has completed the new hire probationary period, and (2) the junior nurse is more qualified for the position based upon (a) qualifications as evidenced by certifications, education or workshop credits, or similar materials, and/or (b) demonstrated abilities as evidenced by satisfactory, exemplary or specialty service in a performance evaluation or other document(s). The Medical Center’s choice of the qualified senior nurse shall not be subject to challenge
under the grievance procedure. Notwithstanding the foregoing, if the
candidates under consideration for the posted position in a unit
routinely work in the same unit as the posted position and are able to
fully perform the duties of the job, the position shall be awarded based
on seniority.

A nurse is eligible to transfer to a new position once they have been in
their current position for a minimum of six months unless the new
position would be a promotion or an increase/decrease in status (Full-
time, Part-time, Casual Part-time), or the current manager approves.

A nurse who has received a final written warning within six (6) months
may be denied a position, unless the nurse has made documented
improvement, as determined by the Medical Center, or the nurse, at
the time, is in the grievance process. A nurse shall have the right to
challenge the decision on documented improvement at the time of the
denial if they feel they have been unreasonably denied prior to the
position being awarded.

12.2.2 Charge Nurse Vacancies. The Medical Center shall interview all
qualified interested applicants applying for a charge nurse vacancy.
When evaluating two or more candidates, if no candidate is superior
based on greater experience, education, leadership skills or ability, the
senior nurse shall be awarded the position. The Medical Center’s
evaluation of the candidates’ experience, education, leadership skills
or ability may be overturned in the grievance/arbitration process only if
the Medical Center’s decision is arbitrary, capricious or discriminatory.
Input from a unit-interview committee shall be considered. The nurses
interviewed shall be given the opportunity to supply the committee
with a brief written resume, summarizing the candidate’s past
experience, length of experience, reason for application and
qualifications.
The successful applicant shall receive a three (3) month trial period including orientation. If, during such trial period, the Medical Center or the nurse determines that the nurse should not be continued in the position, the nurse shall be reassigned to his/her former position if it is available or to the same shift and number of hours he/she held immediately prior to the trial period. If the preceding sentence results in reassignment to a unit different to that to which he/she was assigned immediately before his/her trial period, and the nurse within six (6) months after such reassignment applies for a vacancy in his/her former unit, the nurse shall be given such preference as he/she would have had if the vacancy had been posted on the date when the nurse was last assigned to such former unit.

12.2.3 Posting/Bidding Exceptions. Effective with the next posted schedule, a nurse may elect to decrease his/her scheduled position hours. Such election shall be submitted in writing to the nurse’s manager and may be approved in an equitable manner at the Medical Center’s discretion. Any such change may result in a change of status for the requesting nurse. Any hours given up by the nurse may be posted for bid.

Moreover, unless the Medical Center elects to use Section 12.2.1 or 12.2.2, no vacancy will be deemed to have occurred if the Medical Center, in its discretion, desires to increase the scheduled hours per week of a nurse by no more than one (1) shift. Such hours will be posted in the unit involved for five (5) calendar days excluding weekends and holidays. The qualified senior, part time nurse applicant on the shift where such hours will be scheduled will be given the first opportunity for such hours.

12.3 Work Force Reductions. The Medical Center retains the right to determine whether a permanent or prolonged reduction in personnel is necessary, the timing of such reduction in personnel, the number of FTEs to be eliminated,
and in which groups of nurses' layoffs will be affected. The parties further agree:

**12.3.1 Definitions.** A layoff shall consist of an involuntary reduction in the number of hours scheduled or worked.

**12.3.2 Procedure.** If the Medical Center determines that a permanent or prolonged reduction in personnel is necessary within one or more groups of nurses, the following shall occur:

a. The Medical Center shall determine the number of positions to be eliminated in each affected unit.

b. The least senior nurses who occupy those positions (“nurses facing layoff”) within the affected unit shall be laid off.

c. In the event of a layoff, the Medical Center and the Association shall confer to determine the appropriateness of filling posted bargaining unit positions.

d. Benefited nurses identified and notified pursuant to paragraph 2 above may fill an open position in the bargaining unit which they are qualified for, be eligible for severance or go on the recall list in lieu of severance. Alternatively, nurses may exercise the bumping rights set out in Section 12.3.2.5 below. A nurse who has received a final written warning within six (6) months may be denied a position unless the nurse has made documented improvement as determined by the Medical Center or the nurse, at the time of the reduction, is in the grievance process.

e. Nurses facing layoff may take advantage of bumping rights as follows:

1. The same number of least senior RNs in the organization as the number of nurses facing layoff shall be identified (the “least senior nurses”). If two or more “least senior nurses” have the
2. The Medical Center shall evaluate the qualifications of: the least senior nurses, the nurses facing layoff, and the qualifications needed for any open positions available in the Medical Center.

3. The most senior nurse of those nurses facing layoff shall have first choice of eligible positions (both posted and those held by least senior nurses). The remaining nurses in order of seniority will then have the choice of eligible positions within the Medical Center.

4. Nurses who exercise bumping rights who are evaluated as unsatisfactory after the orientation or training ordinarily provided for the position shall be laid off.

5. On request, the Medical Center will confer and seek mutual agreement with the Association regarding the Medical Center’s assessment of the qualifications of any nurse impacted by this Section 12.3.2. The Medical Center determination of the nurses’ qualifications in this Section may be reversed in the grievance and arbitration process only if it is arbitrary, capricious and discriminatory.

6. Least senior displaced nurses who are not qualified for an open bargaining unit position shall be laid off.

7. All nurses must be qualified to perform the essential functions of the position they are to assume with minimal training, excluding orientation specified in Section 8.12, unless the displaced nurse is in training. In this case the nurse taking the
position will additionally be offered any remaining period of training as available to the displaced nurse.

8. If after thirty (30) days following a nurse’s orientation to their new position, the Medical Center or the nurse determines the position isn’t a good fit, the nurse can apply for any open position or be qualified for severance.

12.3.3 Notice. Where possible, the Medical Center shall provide at least fourteen (14) calendar days’ advance notice to nurses identified in accordance with paragraph 2 of Section 12.3.2 above. The Medical Center will also give the Association written notice prior to instituting such action. The Medical Center will confer with the Association and meet upon request, to discuss such action, provided, that such meeting will not delay the implementation of the work force reduction.

12.3.4 Performance of Remaining Work. The work remaining after a work force reduction shall ordinarily be performed by currently employed nurses until the Medical Center determines that recall shall be initiated. Nurses on layoff subject to recall may request shifts through the electronic scheduling program following the close of the period for casual part-time nurses to select shifts. Should more than one nurse then bid on a shift it shall be awarded to the most senior nurse on the recall list who bid. Notwithstanding 12.3.5, 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 Recall. Nurses shall be recalled from layoff in reverse order of layoff; the Medical Center shall solely determine when to initiate a recall from layoff. When reemployment is offered by verbal and certified written notice to a nurse who has been laid off, the nurse will have seventy-two (72) hours to accept or reject the position(s) offered. The Medical Center shall offer all open and available bargaining unit positions to
the laid off nurse. If the nurse fails to respond within the seventy-two (72) hours, or if the nurse rejects all positions for which he or she is qualified, the nurse forfeits all further right to recall, and employment with the Medical Center shall be terminated. It shall be the responsibility of the nurse who has been laid off to provide the Medical Center with the current telephone and/or address where he/she may be reached. Nurses recalled to a position and department other than the one from which the nurse was laid off must meet the qualifications of the position. Nurses outside the Medical Center 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. Recall rights under this Section continue for the length of time for which seniority is retained under Section 12.1.2.

12.3.6 Shift Preference. A nurse who accepts recall, or has been displaced, to a position on a shift and/or unit other than the shift from which the nurse was laid off or displaced, shall retain preference over all other applicants to return to open positions on the nurse’s original shift and/or unit, until return to that shift and/or unit. This preference, for which the Medical Center shall have no notification obligation, shall continue for a period of one year from the date of displacement or recall.

12.3.7 Benefits and Seniority. Benefits and seniority shall not accumulate during the layoff period.

12.4 Low Census. In the event of low census days/hours, the nurse manager or designee in charge of the department where low census occurs will assign days/hours off in the following order, assuring appropriate skill mix is kept to provide safe nursing care: (1) Agency Per Diem nurses; (2) Nurses working at a premium rate of pay (i.e. OT, Call-Back); (3) Volunteers; (4) Agency Contract nurses; (5) Retirement Transition Program nurses; (6) Casual part-time nurses; and (7) Regular nurses who are working that shift in excess of their regularly scheduled hours; (8) By low census percentage calculation.
Charge nurses shall not be exempt from this rotation if a qualified relief charge is available. In the event of multiple nurses in the same category, the nurses to be sent home for low census will be determined by rotation.

12.4.1 In the event a group of nurses believes a prolonged period of low census or reduced hours no longer can be effectively managed by the low census rotation system, such nurses may request an opportunity to meet with nursing administration and association representatives to discuss possible options for addressing their concerns. Such discussions may include alternative staffing patterns or a permanent reduction in hours or positions. In the event that management determines that the most appropriate option available is a permanent reduction in hours then the layoff provision in this Article will apply in meeting the needed reduction.

12.4.2 Low Census/Flex Down Process. A percentage-based plan for the fair & equitable distribution of scheduled & awarded shifts. The basis for the plan is premised on hours scheduled versus hours worked, which is not affected by the hours you are available for your regularly scheduled shifts. The percentage will only be calculated on core scheduled hours that you are either working, put on call, &/or flexed down for low census.

a. Voluntary hours for low census on call or call off will be counted in the percentage calculations as hours scheduled but not worked.

b. If more than one volunteer asks for the time off it will be awarded on a rotational system.

12.4.3 Late Starts. A late start is low census at start of shift and will be conducted as described in this section. The Medical Center will not, without the nurse’s consent, deviate from a nurse’s usual posted scheduled times for beginning and ending work except as described herein. Should lack of patient census require a nurse to delay reporting for work at the scheduled start time, the nurse shall be placed on low census to delay the starting time by up to three (3)
hours. This delay shall not result in a change in the scheduled ending time unless the nurse agrees to such a delay. The late start time will not be altered in any way except to place the nurse on call or called off if not needed. The late start nurse will be determined by seeking volunteers first and then following the low census process defined in Article 12.4 to determine the mandatory late start. No more than two (2) nurses on a unit and shift may be required to late start.

12.5 **Work Force Reorganization.** The provisions of this Section shall apply in the event of a work force reorganization that may involve layoffs. A work force reorganization shall include staffing changes resulting from a merger or consolidation of two or more units, increases or decreases in FTE status among bargaining unit members.

12.5.1 **Notice.** Prior to implementing a work force reorganization, the Medical Center will provide the Association a minimum of three (3) weeks’ notice (more if possible), except in exigent circumstances. The Medical Center shall provide as much information as is readily practicable in the circumstances.

12.5.2 **Bargaining Rights and Obligations.** The Medical Center shall, upon demand by the Association, bargain the impact of work force reorganizations (either to agreement or to impasse, after which such changes may be implemented) during the term of this Agreement, provided the bargaining be conducted in good faith within the appropriate time frame.

12.5.3 **Layoffs.** In the event a unit reorganization involves layoffs, the procedures outlined in Section 12.3.2 shall be followed.
ARTICLE 13 – HEALTH, WELFARE AND EMPLOYMENT BENEFITS

13.1 Medical, Dental and Vision Plans. Group medical, dental and vision plans shall be provided to all full-time and part-time employees. Eligibility, deductibles and co-payments shall be defined by the plan documents. The plan(s) will be the same plan(s) as are provided to all other Medical Center employees and may be changed by the Medical Center at its discretion so long as such changes are also implemented for all other employees. Should there be any need to modify the contribution percentages; such modifications shall not exceed two percent (2%) per year for the duration of the contract. The Medical Center will provide the Association notice showing the current and proposed employee percentage by plan, per Article 13.2.

13.2 Medical, Dental, Disability, Vision and Life Plan Changes. Prior to modifying any of its current medical, dental, disability, vision or life insurance plan(s) or providing an alternative plan(s), the Medical Center will provide the Association at least thirty (30) days’ notice and a review of the plan changes prior to implementation. The Medical Center shall, upon demand by the Association, bargain the impact of any changes to any of these plans (either to agreement or impasse, after which such changes may be implemented) during the term of this Agreement, providing the bargaining be conducted in good faith within the appropriate time frame. Plan changes may include options for buy-up provisions. Plan costs, benefits and eligibility requirements, including any changes thereto, shall be the same as for all Medical Center employees.

13.3 Long Term Disability Plan. The Medical Center shall provide a long term disability ("LTD") plan for its eligible employees identical to the LTD plan offered to all other Medical Center employees, which plan may be changed by the Medical Center at its discretion so long as such changes are implemented for all other employees. LTD benefits, eligibility and administration shall be according to the plan documents. If the Medical Center modifies its current LTD plan or provides an alternate LTD plan, the Medical Center shall provide the Association with at least thirty (30) days’ advance notice and review of the plan changes prior to implementation.
13.4 **Life Insurance.** The Medical Center shall provide basic term life insurance for its full-time and part-time employees on the same terms as it is offered to all other employees of the Medical Center. Life insurance benefits and eligibility requirements for participation shall be defined by the plan documents. Full-time and part-time employees may purchase supplemental portable life insurance for themselves and dependents at their own expense, on the same terms as offered to all other employees of the Medical Center.

13.5 **Retirement Program.** The Medical Center will provide a retirement plan for its eligible employees identical to the retirement plan offered to all other Medical Center employees, which plan may be changed by the Medical Center at its discretion as long as plan costs, benefits and eligibility requirements, including any changes thereto, shall be the same as for all Medical Center employees. Retirement benefits and eligibility requirements for participation shall be defined by the plan documents. If the Hospital modifies its current retirement plan or provides an alternative plan, the Hospital will provide the Association with at least thirty (30) days’ advance notice and a review of the plan changes prior to implementation.

13.6 **Tax Deferred Retirement Plan.** The Medical Center will provide a plan to all employees for tax deferred contributions. All contributions will be at employee expense. Mercy’s 403b plan was frozen as of 1/1/2014.

13.7 **Flexible Spending Account.** The Medical Center shall provide a tax-free payroll deduction for all part-time and full-time employees for use for eligible expenses.

13.8 **Financial Institution Payroll Deduction.** Employees may access payroll deduction for contributions to a bank, credit union, savings and loan association or similar institution of their choice. The employee may designate up to three (3) accounts for which the Medical Center will undertake payroll deduction.
13.9 **Workers’ Compensation.** Nurses shall be covered by state worker’s compensation insurance or equivalent private insurance coverage.

13.10 **Medical Center Discounts.** The Medical Center shall provide a discount in the cafeteria for all employees identical to the discount provided to all other Medical Center employees.

13.11 **Child Care.** The Medical Center will subsidize the cost of an employee’s childcare services provided at the same level of subsidy provided to all Medical Center employees.

13.12 **Employee Assistance.** All employees may access the Employee Assistance program at no cost to the employee.

13.13 **Immunizations and Testing.** The Medical Center shall provide Hepatitis B vaccine to nurses who request it at no cost to the nurse if the nurse completes the three (3) shot series. Flu shots shall be provided annually to all employees subject to limitations based on the availability of serum.

13.14 **Laboratory Examinations and Physical Examinations.** Laboratory examinations and physical examinations, when required by the Medical Center because of exposure to communicable diseases or due to work-related injury or illness, shall be provided by the Medical Center or its workers compensation insurance, at no cost to the nurse.

The Medical Center shall also grant at no cost to the nurse HIV/Hepatitis B/C tests of the nurse as soon as practicable after the nurse informs the Medical Center that she/he believes that she/he may have been exposed to the HIV/AIDS/Hepatitis B/C virus in the course of his/her duties. At the request of the nurse, subsequent tests will be offered at six (6) weeks, twelve (12) weeks, six (6) months, and one (1) year after the exposure (or as recommended by the Federal Centers for Disease Control).
13.15 Safe Equipment. No nurse shall be expected to operate any equipment or to perform a work assignment that would cause his/her imminent danger and would reasonably be considered to be unsafe by a normally prudent individual.

13.16 Quarantine Time Loss. Time lost from work because of quarantine after exposure to a communicable disease at work will be compensated at the nurse’s regular rate of pay to the extent not covered by workers’ compensation if the nurse is disqualified from nursing duties by the Medical Center, when temporary work outside of patient care is not available.

ARTICLE 14 – PROFESSIONAL DEVELOPMENT

14.1 Performance Appraisal. Each nurse will ordinarily be given an annual performance appraisal by the nurse’s supervisor during the open evaluation period. The nurse will be shown the appraisal and have the right to respond in writing. The appraisal is retained in the HR system. The nurse’s response, and the reply by the nurse’s supervisor, if any, will be included in the nurse’s personnel file. A copy of the appraisal and goal statements, if any, will be furnished to the nurse upon request.

14.1.1 The performance appraisal shall not be used as a substitute for just cause discipline.

14.1.2 Nursing competency and skills checklists shall be reviewed and amended on each nursing unit, as appropriate, by the unit-based council registered nurse subcommittee.

14.2 Continuing Education and Educational Assistance. Professional development is a shared responsibility. The Medical Center agrees to maintain a continuing education program for all nurses. Each nurse is encouraged to present suggestions for improving the program to his/her supervisor. Nurses are expected to attend in-service educational functions during their normal shifts, with the prior approval of the Medical Center. To the extent reasonably possible, nurses will be provided relief coverage to attend the in-service educational function. When it is not reasonably possible
to provide relief coverage for a nurse to attend a voluntary in-service educational function during his or her normal shift, the nurse may choose, with the approval of the Medical Center, to attend and be compensated for that function held at an alternative time outside of his or her normal shift, provided that the nurse's attendance does not otherwise cause the nurse to receive a premium or overtime rate of pay. Posted Medical Center educational offerings will indicate nursing units approved for attendance, if approval is limited. In the event a nurse is required by their licensure or the Medical Center to attend in-service education functions or unit staff meetings outside of his/her normal shift, time spent at such functions will be considered as time worked under this Agreement. All in-services that impact a nurse's evaluation shall be considered mandatory. A minimum of two (2) hours appropriate pay based on the nurse's Appendix A wage rate shall be paid for attendance under the preceding sentence, if the time spent at such functions is not continuous with the nurse's normal shift. Regular nursing unit meetings may be scheduled by the Medical Center at its discretion, and attendance shall be paid consistent with this section. If a minimum number of in-service hours are required to meet evaluation requirements, attendance up to that number of hours shall be considered mandatory.

14.2.1 Mandatory Education for Night Shift Nurse Staff. The Medical Center will make reasonable effort to offer all mandatory education on various days and time to minimize the impact on staff. The Medical Center agrees to schedule mandatory education for night shift nurses so as to be least disruptive to the nurses sleep and work schedule.

14.2.2 Mandatory Education Modules. Nurses are expected to complete all mandatory education modules during their normal scheduled shifts. When there are extenuating circumstances, such as frequent low census, extended LOA, infrequent use of CPT staff, and it is not possible for a nurse to complete the modules during his or her normal shift, the nurse may, with approval from the Department Leader complete the module from home. The nurse will be paid his or her hourly wage for the pre-determined “estimated time” indicated on the module. Proof of completion will be the certificate printed after
completion of the module. Once the certificate is turned in to the Staffing Office, the time, rounded to the nearest fifteen (15) minute increment will be added to Kronos.

14.2.3 Standardized Hours for Online Certification Renewals. The parties agree that all currently employed Registered Nurses will be paid a standard amount of time for the following on-line certification renewals:

a. BLS = 2.5 hours

b. ACLS/PALS/NRP/STABLE = 8.0 hours

If the Registered Nurse is not able to complete the online renewal within the allotted time, the Registered Nurse will need to contact their Department Leader and/or Clinical Coordinator and complete the course at the facility.

14.3 Educational Time and Expenses.

14.3.1 RN Professional Development Fund. Nurses shall be granted time off for voluntary educational purposes as the Medical Center determines appropriate as set forth below. Every fiscal year (beginning the first fiscal year after the effective date of this Agreement) the Medical Center shall establish a budget for nurse education. This budget item shall be no less than $85,000 for bargaining unit nurses the first year. That information shall be provided to the Association.

14.3.2 Education Expenses. Each nurse shall be eligible to use up to $750 per fiscal year for registration fees, travel, and lodging expenses related to the cost of an approved educational event. Funds not utilized in a fiscal year may be rolled into the following year for education expenses not to exceed one thousand five hundred dollars ($1500.) Application for education expense shall be at least 30 days in advance to Department Director and shall not be unreasonably
denied. Registration fees for an approved event will be paid by the Medical Center at the time of registration. Nurses who believe that their application has been unreasonably denied may appeal the denial to the Professional Nurse Practice Council (PNPC) in a timely fashion. The PNPC’s decision shall be final and binding, unless in the determination of the Chief Nursing Officer the effect of the decision would be to exceed the educational budget specific in Section 14.3.1 above.

14.3.3 Criteria for Use. Educational time off must be used for bona fide education related to the nurse’s current position or likely nursing opportunities within the Medical Center, which will benefit both the Medical Center and the nurse, and may include testing fees and time spent in non-mandatory certifications or maintenance of non-mandatory certification. Testing fees shall be reimbursed to the nurse upon delivery of passing certificate copy to the Medical Center. Funds may be put towards educational materials such as books, magazine subscriptions, etc. (as long as deemed relevant to nursing practice under previously stated criteria). Educational offerings for basic core competencies and other requirements for the nurse’s current position shall be excluded. This includes approved online offerings. The Medical Center may require nurses to make oral and/or written presentations regarding their educational experience to other Medical Center staff. The Professional Nurse Practice Council shall review compliance, in an advisory capacity, in the application of these criteria.

14.3.4 The nurse and their manager shall work together on the process to share the knowledge gained from the educational program with the other nurses.

14.3.5 Hours Compensated.

a. Voluntary Education.

   After twelve (12) months of employment, a nurse will be eligible for paid education leave. The Medical Center will annually provide up
to sixty (60) hours of paid educational leave to be compensated as time worked and includes travel time. A nurse granted educational time off on the nurse’s regular scheduled day of work shall be compensated for all hours of in-service education. If the education does not last all of the nurse’s regularly scheduled shift, and he or she previously arranges to report to his or her home unit prior to or after the education for work assignment, the nurse shall be assigned work for the remainder of his or her shift and shall be compensated for all such hours. If the nurse does not previously arrange to report to work, the nurse may use PTO or unpaid time, at his or her choice. Educational time on a nurse’s regular day off shall be compensated at the nurse’s regular rate of pay for all hours in the class. Education out of the Roseburg area will ordinarily require the nurse to be scheduled for the educational time for the entire day(s) of education, and the nurse need not report to work on such day to receive the nurse’s regular scheduled compensation.

A nurse may request to attend an in-service class on the nurse’s regularly scheduled day off & request that registration & lodging fee be paid but may waive paid education time for a voluntary in-service/class.

b. Mandatory Education.

A nurse scheduled for ACLS, PALS or TNCC/TEAM or other mandatory education that is scheduled to last a minimum of eight (8) hours or more will be compensated for hours equal to the nurse’s regularly scheduled shift length, or the length of the class, whichever is greater.

14.3.6 Procedure and Unit Guidelines. Requests for educational days should be made no later thirty-five (35) days prior to the posting of the schedule covering the period in which the days are sought. Requests made on shorter notice are at risk of not being approved. The Medical
Center will respond as soon as possible, but no later than the posting of such schedule. If nurses are concerned about registration or refund deadlines, they shall make such concerns known, with supporting documentation, at the time of the request for educational days. Approval of educational day requests shall be subject to staffing needs on the date(s) requested and shall not be unreasonably denied. When the full number of educational day requests cannot be approved, preference will be given to the earliest received request(s).

14.3.7 Casual Part-Time Application.

a. Voluntary Education.

The Medical Center will do a one year look back on hours every July 1st to determine eligibility the coming year, and the nurse shall receive a percentage of full educational fund credit equal to the full time equivalent of the average hours worked over the prior year.

b. Mandatory Education.

A casual part-time nurse shall be eligible for compensation, expenses and registration fees as required by this Article for all mandatory training required by their licensure or the Medical Center.

14.3.8 Educational Utilization Review. The details of voluntary education requests, expenses and utilization by bargaining unit members shall be sent by the Medical Center to the PNPC and the Association annually. Each fiscal year during budget planning the PNPC shall make a needs assessment and a budget recommendation to the Medical Center for the next year’s nurse education budget. A representative of the Staff Development Department shall be included in PNPC deliberations on these issues. The Association may also discuss their recommendations with the Medical Center at a Labor Management meeting.
14.4 Tuition Reimbursement and Educational Loan Program. The Medical Center shall afford nurses the opportunity to participate in the Tuition Reimbursement and Educational Loan Program. Should the Medical Center determine that the Tuition Reimbursement and Educational Loan Program should be revised, the Association shall be given thirty (30) days’ advance written notice of the changes and the parties shall bargain over the proposed changes (either to agreement or impasse, after which such changes may be implemented) during the term of this Agreement, provided that bargaining be conducted in good faith within the appropriate time frame.

ARTICLE 15 – PROFESSIONAL NURSE PRACTICE COUNCIL (PNPC)

15.1 Recognition. A Professional Nurse Practice Council shall be maintained at the Medical Center. Its objectives shall include:

A. Identify, research, and make recommendations to the Medical Center Administration concerning rules, practices, and policies relating to the practice of nursing for the purpose of improving nursing care and efficiency. Coordinating constructive and collaborative approaches with the Medical Center to problem solving regarding professional issues.

B. Identifying and designing solutions to hospital wide issues involving patient care.

C. Considering issues related to the practice of nursing.

D. Working to improve patient care and nursing practice.

E. Recommending to the Medical Center ways and means to improve patient care.

F. Collaborating with other hospital departments on patient care issues as needed.

G. Resolving issues involving more than one Unit Based Council as needed.
15.2 **Responsibility.** The Medical Center recognizes the responsibility of the Council to make written recommendations, based on evidence based practices, to the Chief Nursing Officer regarding (1) objective measures to improve patient care, (2) policy and standards for all nursing departments, and (3) to advise and assist the Medical Center regarding guidelines and priorities for expenditures from the professional development funds specified in Article 14.

15.3 **Composition.** The Professional Nurse Practice Council composition, membership, elections of members and officers, shall be consistent with the Medical Center PNPC by-laws and shall be composed of up to ten (10) registered nurses employed at the Medical Center and covered by this Agreement, and a majority of this council must be made of such nurses. The staff nurse Council Members shall be elected annually no later than December 1st and shall be elected by their peers and shall not be appointed by management. The Council shall annually elect a bargaining unit staff nurse from within the Council to serve as chairperson and a second nurse to serve as back up to the chair.

15.4 **Decision Making.** Each member of the Council shall have one (1) vote. All requirements for a quorum are defined by the Medical Center PNPC by-laws, so long as at least a majority is made of staff nurses, or that only staff nurses are voting members and all other members are advisory in function. A quorum is required to set or change policy and to form special interest subcommittees. Each special interest subcommittee shall be given a starting and ending date. Decisions made by the Council shall be evidence based if possible, with sources cited.

15.5 **Council Meetings.** Council meeting frequency, time, and duration shall be defined by the Medical Center PNPC by-laws, however, the PNPC shall be entitled to meet at least monthly for up to four (4) hours each meeting. This is paid time and patient care relief must be provided by the Medical Center and nurses shall be placed on the unit schedule as designated meeting time for the length of the meeting. The Chairperson shall prepare an agenda in
consultation with council members (including executive, HIPAA, personnel and confidential agenda items) and the secretary shall keep minutes of all meetings, copies of which shall be provided to the Chief Nursing Officer, the Medical Center Administrator, and the Association. Copies of the minutes and council members’ names will be posted in each nursing unit. Non-voting Association, Medical Center, or staff nurse observers may attend meetings, but may be excused by the chairperson or the Chief Nursing Officer, with the consent of the council. If the council does not consent, the Vice President may table the agenda item or move to an executive session over the objection of the council if open discussion of the matter would violate HIPAA or would otherwise involve personnel or other legitimately confidential information.

15.6 **Agenda.** Appropriate agenda items may be submitted for consideration to the chairperson of the Council from members of the nursing staff, nursing administration and the Medical Center administration. Any items involving the interpretation of this professional Agreement, or terms and conditions of employment will be excluded from discussion by this Council unless a mutually agreed special project necessitates such discussion, as designated by the labor management committee, or by mutual agreement by The Medical Center and The Association.

15.7 **Council Liaison.** The chairperson of the Nurse Practice Professional Council may attend the Staffing Council meetings.

15.8 **Council Invitations.** The Chief Nursing Officer or his/her designee may bring to Council meetings such other individuals, including department heads, whose participation may help to enhance the parties' dialogue and/or to further their collaborative alliance. An expert on specific topics may be invited by a Council member. They may be intradepartmental or from an external source including Association members or staff.
15.9 **Staffing.** The Medical Center further recognizes the responsibility of the Council to refer issues and make recommendations to the Hospital Staffing Committee when appropriate.

**ARTICLE 16 – NURSING CARE AND STAFFING**

16.1 **Legal Authority.** The Medical Center recognizes the legal and ethical obligations inherent in the nurse/patient relationship and the accountability and authority of the registered nurse in his or her individual practice. The Association additionally recognizes that the Medical Center is charged with the responsibility to provide appropriate care to all of its patients. Neither the Medical Center nor bargained unit nurses may rely on this Article, or any other provision of this Agreement, as a basis to impose, disregard, circumvent or violate any lawful directive issued to a nurse by appropriate supervision.

16.2 **Nursing Assessment.** Only the registered nurse coordinates a patient’s total nursing care needs, including assessment, diagnosis, planning, intervention and evaluation.

16.3 **Delegation.** A registered nurse will not be required or directed to assign or delegate nursing activities to other personnel in a manner inconsistent with the Oregon Nurse Practice Act.

16.4 **Staffing System.** The Medical Center shall continue to comply with ORS 441.151 to 441.177 and ORS 441.179 to 441.186, and any applicable staffing laws,

16.5 **Evaluation of Staffing Method.** Nurses are encouraged and expected to notify their supervisor of staffing issues. The Medical Center will make available appropriate methods for reporting staffing concerns, including the ONA Staffing Request Documentation Form, on each nursing unit and shift, and will assure that documentation of staffing deficiencies and requests are not discouraged. A nurse who fills out such a report shall submit it to his/her immediate supervisor with a copy to the Staffing Council for concurrent
review. The Council will review at each meeting any such reports received since their last meeting. The appropriate nursing administrator or designee shall respond within one (1) month in writing to each nurse submitting such a written formalized report.

16.6 **Staffing Committee.** The Medical Center shall maintain the structure, duties and role of the Staffing Committee in compliance with 441.151 to 441.177 and ORS 441.179 to 441.186, and any applicable staffing laws/bills. Should the Medical Center anticipate substantially changing the Staffing Committee, the Medical Center will give the Association a minimum of ten (10) days’ written notice of the anticipated changes, and bargain with the association over such changes (either to agreement or impasse, after which such changes may be implemented) during the term of this Agreement, provided that such bargaining be conducted in good faith within the appropriate time frame. Draft minutes shall be circulated for review to participants from this meeting for approval and then shall be printed and distributed by the Medical Center to bargaining unit nurses and administrators in a timely fashion, not to exceed ten (10) calendar days from the date of the approval of such minutes.

16.6.1 **Annual Staffing Committee Training.** On an annual basis the Staffing Committee shall participate in training to ensure all members are educated on current staffing law/bills. The Oregon Nurses Association Professional Practice department will provide and document the training at no cost to the Medical Center. Ideally, training will be scheduled within thirty (30) days of newly elected Committee representatives being seated.

16.7 **Unit Based Council(s) (UBC).** Each nursing unit will develop and maintain a unit-based council. Each unit shall have the right to elect up to nine (9) bargaining unit staff nurses. The ratio of bargaining unit staff nurses to other employees on the council shall be approximately equivalent to the ratio of bargaining unit staff nurses to other employees in the unit and shall be assessed annually before voting may take place. Other employees shall not be eligible to vote on issues unique to nursing practice but may serve as advisory members only. All employees on the council shall be eligible to vote
on all other issues. The nurse Council Members shall be elected annually as voted by the UBC but no later than December 1st by the bargaining unit. Elections and voting will be by secret ballot and ballots shall be counted by two UBC members to ensure authenticity of the vote. Nurses may self-nominate for the positions. Vacancies on the Council shall be first filled by the unit-based council from among the top vote recipients from the most recent election and may then be appointed by a majority vote by the UBC. The bargaining unit staff nurses of each UBC shall elect one bargaining unit staff nurse member to serve as its representative on the Professional Nurse Practice Council. The unit-based council will be responsible for communicating, monitoring, and troubleshooting compliance of decisions from the Professional Nurse Practice Council and to set policy for its particular nursing area. The UBC shall serve as the sole task force for unit-based issues (in accordance with 16.7.3 of this article and except those matters handled by a higher authority such as Labor Management Council and PNPC, etc.), except when a UBC deems necessary, a standing or ad hoc bargaining unit staff nurse subcommittee needs to be established and given authority to deal with nursing practice issues when voted and appointed by the UBC to serve on any such subcommittee. The UBC may appoint UBC members to serve on any such subcommittee. The Unit Based Council may be part of a core group to interview new employees, including supervisory (lead, coordinator, manager) employees for their unit, but the final decision rests with the Unit Director. All recommendations made by such committees must be in compliance with the current contract, with applicable legal requirements, and with Medical Center policy and procedure.

16.7.1 Chairperson Selection. The council members shall, by consensus, select a non-supervisory bargaining unit member to serve as chairperson. It is expected that the chairperson shall serve as outlined by the MMC UBC by-laws.

16.7.2 Agenda and Minutes. Council and subcommittee agendas shall be set by the Council Chairperson with input from the group participants (including executive, HIPAA, personnel and confidential agenda items). An open comment period will be posted each month in the
nursing unit with an open and closing date for solicitation of comments and topics for discussion at the next UBC meeting. Meeting minutes shall be made available to all unit nurses by posting in the unit, the Professional Nurse Practice Council, the Chief Nursing Officer, and the Association. The members of the UBC shall also be posted in the unit.

16.7.3 Issue Resolution. Decisions, recommendations and by-laws shall be set by PNPC, and require a majority vote of the UBC to recommend changes to PNPC, or as otherwise specified by this Agreement. Each member of the Council shall have one (1) vote. A quorum may be defined by the Medical Center UBC by-laws so long as a majority is made of staff nurses. Recommendations made by the Council shall be evidence based if possible, with sources cited. Directives from regulatory agencies or administrative council may be discussed for implementation but are not open for decision making. Issues that cannot be satisfactorily resolved at the unit council level may be forwarded to the appropriate Medical Center committee (e.g., staffing, safety, Professional Nurse Practice Council and/or the Association) for processing. All such referrals shall be reflected in the minutes. If forwarded to the Professional Nurse Practice Council and/or the Association, they will review all such issues of concern and determine if further action is warranted. An expert on specific topics may be invited to help the Council in its gathering of information. They may be intradepartmental or from an external source including Association members or staff.

16.7.4 Meeting Times. Meeting times, frequency, and duration will be defined by the Medical Center’s UBC by-laws but shall be entitled to meet every thirty (30) days as needed, not to exceed two (2) hours. Ad hoc committees appointed by the UBC may meet for an additional two (2) hours per person every thirty (30) days as needed with manager approval. Participation in the UBC is paid time and patient care relief must be provided by the Medical Center and shall be
placed on the schedule. Additional paid time for special projects may be approved as deemed necessary by the department director. Non-voting Association, Medical Center, or staff nurse observers may attend meetings, but may be excused by the chairperson or the department director, with the consent of the council. If the council does not so consent, the department director may table the agenda item or may move into executive session over the objection of the council if open discussion of the matter would violate HIPAA or would otherwise involve personnel or other legitimately confidential information.

16.7.5 Nurse Staffing Plans. On an annual basis, each UBC will work collaboratively with their Hospital nurse staffing committee representative, unit director or designee to review the unit staffing plan and seek input from unit staff nurses. UBC’s will assist with the development, evaluation and modification of the unit staffing plan. The UBC may request data relevant to the unit’s staffing needs (e.g. qualifications and competencies of the nursing staff, admissions, discharges, transfers, intensity, total diagnoses for the unit, nationally recognized standards, and SRDF’s etc.). Any modification of the unit staffing plan is subject to a vote of the unit’s staff nurses. Results of the vote will be provided to the Hospital Nurse Staffing Committee members as input for them to consider prior to final development and approval, in accordance with the staffing law.

ARTICLE 17 – NO STRIKE, NO LOCKOUT

In view of the importance of the operation of the Medical Center facilities in the community, the Medical Center and the Association agree that, during the term of this Agreement, (a) there will be no lockouts by the Medical Center, and (b) neither the Association nor its officers, employees, agents or other representatives, not any individual nurses or any group of them, shall authorize, assist or participate in any strike, including any sympathy strike, picketing, walkout, slowdown, or any other interruption of work of any nature whatsoever by bargaining unit nurses. This provision shall not be interpreted to prohibit nurses from voicing conscientious
quality of patient care concerns, but any nurse participating in any interruption of work may be subject to immediate discipline up to and including termination. Such discipline shall be subject to limited review under the grievance/arbitration provisions of this agreement, limited to the issue of whether the conduct for which discipline was imposed violated the provisions of this Article.

ARTICLE 18 – GENERAL PROVISIONS

18.1 Sale or Transfer. In the event the Medical Center is sold, leased, or otherwise transferred to be operated by another person or firm, the Medical Center shall have an affirmative duty to call this Agreement to the attention of such firm or individual and, if such notice is so given, the Medical Center shall have no further obligation hereunder.

18.2 Superseding Document. This Agreement constitutes the entire Agreement and understandings arrived at by the parties after negotiations and replaces all previous agreements, written or oral.

18.3 Bargaining During Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the parties’ consideration, and that all written agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties hereto, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, excluding the parties’ legal obligation to bargain the alteration of existing terms or working conditions of employment. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

18.4 Past Practices. Past customs or practices shall not be binding on the parties unless they are well established, or have been superseded by a new or revised personnel policy adopted by the Medical Center pursuant to Section 5.2 (except that past practices or policies may not be changed through the
adoption of a new personnel policy during good faith bargaining for a
successor to this Agreement). For purposes of this paragraph, “well
established” shall mean that the benefit or privilege is unequivocal and
readily ascertainable as an established practice accepted by both the
Association and the Medical Center over a reasonable period of time.

18.5 Safety Committee. The Association will appoint a nurse volunteer to the
Medical Center’s Safety Committee, or any committee designed by the
Medical Center as the successor to such Committee. The nurse’s time spent
at Committee meetings will be compensated as time worked, and the nurse
will be released from duty as necessary to attend such meetings.

18.6 Labor Management Committee. A joint committee consisting of Medical
Center management and Association negotiating team members, with
optional appointees, shall routinely meet with the intent of proactively
resolving contract and other workplace issues. It is the intent of the parties
that these meetings shall be utilized to clarify contract interpretations,
address workplace issues as they arise, and reach new supplemental
agreements when necessary. The committee shall be co-chaired by a
representative of the Medical Center and the Association, with a jointly
adopted agenda by its members. It is the parties’ intent not to utilize this
forum to discuss and address grievances.

Minutes of the meeting shall be prepared and approved by the co-chairs or
designees in a timely fashion. Minutes shall be distributed by the Medical
Center to bargaining unit nurses. Bargaining unit members shall be
compensated as hours worked for attendance at the meeting. The Medical
Center will seek in good faith to allow nurses the necessary time off for
participation in this committee.

18.7 Identification Badges. The Medical Center shall replace identification badge
at no cost to the nurse when the badge is lost due to catastrophic events
beyond the nurse’s control. Nurses shall be allowed to wear ONA logos and
buttons on their badges and uniforms, so long as such logos or buttons do not obscure the name, title or photograph on the nurse’s badge.

**18.8 Nursing Uniforms.** A majority of nurses in a unit may petition the appropriate Unit Based Council to revise nursing uniforms. A majority of the UBC may petition the Medical Center to revise nursing uniforms. The Medical Center shall fully and fairly evaluate any such request. If the request is denied, the issue shall be referred by the Medical Center to the Labor Management Committee for consideration including issues relating to the cost and the possibility of staff, patient, or visitor confusion.

**18.9 Drug and Alcohol Policy.** The Medical Center shall adhere to its Drugs and Alcohol policy as it may be revised from time to time. This policy is and shall remain consistent with the following principles:

**18.9.1** Recognition that drug and alcohol abuse and misuse is a treatable disease.

**18.9.2** Testing may be conducted for job applicants, for reasonable suspicion for Medical Center employees and randomly either as part of a follow-up program for Medical Center employees found to have violated this policy, or by utilizing third party blind selection methodology.

**18.9.3** Reasonable suspicion will be documented by at least two (2) Medical Center employees and shall include objective observable signs of impairment or possession, or involvement in a sentinel event or accident when there is reasonable suspicion that impairment or use of illegal drugs or alcohol contributed to the sentinel event or accident; provided that in the event discipline or discharge results from any testing arising from a determination of reasonable suspicion, the determination of reasonable suspicion shall not be subject to review in any grievance or arbitration under this Agreement concerning such discipline or discharge.
18.9.4 Testing shall be conducted in a private manner so as to assure confidentiality for the employee. Test results shall be kept in a secure location accessible on a need to know basis only by Medical Center employees.

18.9.5 Searches of hospital property may be conducted randomly and without notice. Searches of employees' property may be conducted only where reasonable suspicion can be documented and ordinarily in the presence of the employee, provided that, in the event discipline or discharge results from any searches arising from a determination of reasonable suspicion, the determination of reasonable suspicion shall not be subject to review in any grievance or arbitration under this Agreement concerning such discipline or discharge.

18.9.6 Determination of test results shall be made by an outside Medical Review Officer trained in the interpretation of test results.

18.9.7 Employees shall be given an opportunity to enter a treatment program in lieu of termination for positive test results, provided the employee's most recent evaluation was satisfactory and the employee is not on a final written warning work plan or subject to one (1) unrelated to the current drug policy violations. Employees returning following such treatment shall be given a last chance agreement and must comply with any requirements of the last chance agreement and the OSBN Monitoring Program.

18.9.8 A positive drug test may not be used as a defense against otherwise imposed just cause discipline.

ARTICLE 19 – SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court or government agency of competent jurisdiction, 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.
ARTICLE 20 – RETIREMENT TRANSITION PROGRAM, (RTP)

20.1 Any nurse covered under the existing labor agreement, who has reached age fifty-five (55), and who has a total of fifteen (15) years of nursing experience, at least ten (10) of which have been in the employ of the Hospital, may apply for employment as an RTP employee. Represented employees shall remain a part of the bargaining unit and must maintain their membership or other reimbursement arrangement with the Union, on the same basis as prior to participation in the RTP program. All provisions of the labor agreement will continue to apply to these employees, except as specifically stated below:

A. Appointment: The employee shall submit written application to the director or manager for whom the nurse wishes to work no less than 30 calendar days in advance, unless mutually agreeable by the nurse and their manager. A nurse shall not be accepted to this program if the nurse is on a final disciplinary notice, or a documented pattern of multiple verbal and/or written warnings within the last two (2) years. The Medical Center’s decision to accept a nurse to the program shall not be subject to the grievance process unless the decision was arbitrary or capricious; otherwise the nurse may appeal the decision to the Labor Management Committee for review.

Following acceptance, the nurse and the manager shall specify any special schedules or other conditions that will apply. Such specifications must be mutually agreed and documented in writing with the signature of both the manager and the nurse. Such special conditions may be revised by mutual agreement of the parties. All such agreements must be copied to the Association by the Hospital no later than seven (7) calendar days from the effective date.

B. Requirements: Nurses in RTP must maintain all appropriate licenses, meet Hospital mandatory education requirements, and work at least the minimum number of hours required to meet State requirements and to maintain annual clinical competency in the unit(s) to which they normally work. All nurses in this program will receive an annual
evaluation by the manager by whom they were appointed and/or for whom they usually work. An overall rating of “meets expectations” is required to continue in the program. A final written warning or a documented pattern of multiple verbal and/or written warnings within the last twelve (12) months may be grounds to discontinue eligibility for the program. The Medical Center’s decision to remove a nurse from the program shall not be subject to the grievance process unless the decision was arbitrary or capricious; otherwise the nurse may appeal the decision to the Labor Management Committee for review.

The Medical Center’s decision to continue a nurse to the program shall not be subject to the grievance process unless the decision was arbitrary or capricious.

C. **Hours of Work:** RTP nurses are not required to have a regular schedule but may do so by mutual agreement and are not required to meet Casual Part Time minimum requirements for scheduling. They may be requested to work any number of hours up to, but not exceeding, the regular shift hours in operation for their appointed department, and in no such case shall an RTP nurse fulfill hours that could otherwise be posted as an FTE/position. Examples of work may include coverage for meetings, meal relief or other short-term assignments, or coverage of a temporary absence. Payment shall be for all hours actually worked.

D. **Training Costs:** The Hospital will pay for any meetings, classes or trainings which are required for RTP nurses. The Hospital will not pay for any additional, non-mandatory or specialized certification or training not routinely provided for other nurses.

E. **Wages:** Nurses in this Program shall be paid at the grade and step the nurse held when they entered the program or wage as last employed by the Medical Center. Annual pay adjustments shall reflect changes in the pay plan implemented under the labor agreement, and
RTP nurses shall be frozen in the step scale at the time in which they entered the program.

F. **Benefits**: RTP positions are not benefit eligible with respect to Paid Leaves, vacation PTO and Health and Welfare benefits. RTP nurses shall be eligible for any additional compensation in lieu of benefits, Oregon Sick leave, and any other benefits allowed by Medical Center policy or any law.

G. Exceptions to the above stated requirements for appointment, and continuation of the program, may be presented to the Labor Management Committee, and an exception may be granted by mutual agreement between The Medical Center and The Association.

**ARTICLE 21 – DURATION AND TERMINATION**

21.1 **Duration.** This Agreement shall be effective the first full payroll period following its ratification by the nurses, except as otherwise specifically provided for herein, up to and including June 30, 2024, and from year to year thereafter if no notice is served as hereinafter provided.

21.2 **Modification/Termination.** If either party wishes to modify or terminate this Agreement it shall serve notice of such intention upon the other party no more than one hundred twenty (120) days and no less than ninety (90) days prior to the expiration or subsequent anniversary date. Both parties, at least seven (7) calendar days before negotiations begin, will make a good faith effort to provide the other party in writing with modifications it wishes to make.
Oregon Nurses Association

Trish Hayes, RN
Bargaining Unit Chair

Sue Mellor, RN

Mercy Medical Center

Neal Brown
Board Chair

Kelly Morgan
CEO

Debbie Boswell
CNO

Courtney Niebel
ONA Labor Representative

Deb Lightcap
HR Director
APPENDIX A – WAGE RATES

The following step schedule will become effective the pay period reflected on the nurses’ first paycheck following ratification. Subject to the terms of Section 9.1, each nurse will receive step increases effective the beginning of the pay period following his or her anniversary date.
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APPENDIX B – SUPPLEMENTAL ASSISTANCE

When a nurse has demonstrated skills and competency basic to the practice level of a Registered Nurse and completed basic new hire orientation, the nurse may be floated to another nursing unit as described in Article 8.13 to provide supplemental assistance. The defined assignment for the floated nurse will be designated by an appropriate supervisor, or designee. The assignment may include:

- Completing vital signs and following vital signs routines or patient needs for vital signs;
- Completing patient assessments or contributing to data collection per the scope of practice as defined under licensure;
- Performing patient admissions;
- Discharging a patient and completing discharge education and instructions;
- Applying age specific care standards;
- Implementing orders for patient care;
- Locating, administering, and documenting medications to scope of practice and noting effects of medications;
- Documenting care provided;
- Responding to call lights; and/or
- Responding to patient needs in a crisis.

A nurse providing supplemental assistance will not have primary responsibility for a patient load. Should a nurse feel she/he is unable to perform an assigned duty because of competency or skill issues, the nurse may be assigned alternative duties, if available.

Such nurses will have a review of skills needed for the assignment, review of common practice of that unit, and review of the modified unit specific orientation checklist which shall be reviewed annually by the Unit Based Councils and shall include the following: review of the physical layout of the unit, review of shift routine, and review of available resources at the beginning of the shift.
Supplemental assistance assignments will be structured to allow the nurse to assist
the team as needed, be flexible with assignments and provide support to all
members of the team with the understanding that this RN can be called back to their
home unit if required.
APPENDIX C – HOME HEALTH/HOSPICE

The parties agree that the specific provisions outlined below apply to nurses working in the Home Health and Hospice departments. All other provisions of the master collective bargaining agreement shall apply unless specifically modified below. In the event of any conflict between the provisions of this Appendix and the Agreement, the relevant terms of this Appendix control.

1. Home Health (HH) and Hospice are two (2) separate cost centers or departments of the Medical Center and nurses are awarded positions to one or the other unless an individual nurse chooses to be assigned to both departments.

2. The usual work hours for HH/Hospice shall be Monday through Friday for a period of eight (8) hours with one-half (1/2) hour lunch and two (2) fifteen (15) minute breaks.

3. The current practices for weekday and weekend on-call hours of coverage shall continue for so long as sufficient nurses willing to work those schedules are employed to do so, in the Medical Center’s determination. In the event changes are necessary, the provision of the Agreement shall apply.

4. The Home Health or Hospice nurse who is on-call for a weekend shall be granted a day off before and a day off after the weekend on-call.

5. The Medical Center shall apply the nurses staffing law in the same manner to Home Health and Hospice, as other hospital units that take call. Nurses may not be asked to waive their rest periods, but may volunteer on a case by case basis, to be documented in writing.

6. HH/Hospice nurses shall be paid applicable shift differential for all hours of call back worked or paid between 5 p.m. and 7 a.m.

7. HH/Hospice nurses shall be eligible for weekend differential for all hours of call back worked or paid between the beginning of on-call coverage on Friday night and the end of on-call coverage on Monday morning.
8. HH/Hospice nurses shall use their own private vehicles to make patient visits. Mileage shall be paid at the IRS designated rate. The Medical Center may, at its discretion, provide HH/Hospice nurses with Medical Center vehicles.

9. Travel time is considered work time for purposes of compensation and overtime. Travel time and mileage does not include time and mileage spent commuting to or from the HH/Hospice office or the nurse’s first or last home visit at the beginning or end of the workday, unless that time and miles exceeds the mileage driven commuting to and from home to office. For on call visits, nurses not required to commute to or from the HH/Hospice office will be compensated for travel time and mileage from their home.

10. Time spent consulting on the telephone concerning a patient while on a scheduled shift or on-call shall be considered time worked for the purposes of compensation and overtime, provided that, for time spent consulting on the telephone while on-call, the two (2) hour minimum of Section 9.4.5 shall not apply.

11. HH/Hospice nurses shall each be provided with a laptop computer at no cost to the nurse. Nurses are expected to synchronize their laptops to the home system each morning, (with every reasonable effort to be no later than 9:00 a.m.), and evening of a workday. The parties acknowledge that synchronization involves no more than thirty (30) minutes of work, if a nurse is free to engage in personal activities while the laptop synchronizes. If synchronization takes place at home, the nurse will be paid for the time doing so, but a nurse taking more than thirty (30) minutes to do so shall obtain supervisor approval within twenty-four (24) hours. Nurses requiring more than thirty (30) minutes to synchronize from home more than once per week may be required to synchronize at the office.

12. If a HH/Hospice nurse has a good faith belief that his or her immediate safety may be in jeopardy, he or she shall immediately contact his or her supervisor (or the house supervisor when the immediate supervisor is not available) and await further instructions, which may include having another employee join the nurse, discharge the patient, or any other actions deemed appropriate to provide a safe
workplace for the Medical Center’s nurses. If the nurse still has a good faith belief that his or her immediate safety may be in jeopardy, the nurse shall immediately contact the Administrator-on-call for further instructions. The Medical Center shall apply this Section consistently with state law.

13. A Casual Part-Time home health and hospice nurses must be available to work one (1) major holiday and one (1) minor holiday per year, as described in Article 8.17 and participate on weekend call rotation. Low census/on-call days shall be counted as days worked for purposes of this section.

14. **Productivity Standard:** Full time home health and hospice nurses shall be required on average to make twenty-five (25) “credited” visits each week, subject to proration for part-time nurses, as listed below. A good faith effort will be made for nurses not to be assigned more than five (5) “credited” visits each day. The Hospital agrees to take extenuating circumstances (e.g. vehicle accident or malfunction, travel delay due to construction or accident, etc.) into account if productivity standards are not being met.

- Skilled = 1 Visit
- Non-Admit = 1 Visit
- New to Discipline (NTD) = 1.25 Visits
- 1 Start of Care (SOC) = 4 Visits
- 1 Recertification = 2 Visits
- 1 Discharge OASIS = 2 Visits
- Each Sixty (60) Miles = 1 Visit
- Team Meeting = 1 Visit
- Staff Meeting = 0.6 Visit
Chapter 441 — Health Care Facilities

The Medical Center will abide by any future changes or updates to the staffing law, as required by the law.
LETTER OF AGREEMENT - PAID TIME OFF DONATION

This Letter of Agreement is entered into for the purpose of establishing the procedure for a paid time off (PTO) program during contract negotiations.

Notwithstanding any other contract provisions or policy to the contrary, the parties hereby agree as follows:

1. Bargaining unit nurses may donate PTO to a temporary pool for Association bargaining team members employed by the Medical Center.

2. Donations shall be voluntary.

3. Donations shall be in no less than one (1) hour increments.

4. Donations shall be from a bargaining nurse’s accrued bank to the temporary pool monitored by the Medical Center.

5. A Negotiations PTO donation form must be signed by the donor authorizing the transfer of hours and be submitted to the Medical Center within fourteen (14) days from contract ratification.

6. The Medical Center will provide the Association with a list of bargaining unit members that have donated hours to the Associations temporary pool.

7. The Association will submit back to the Medical Center the amount of PTO to be transferred to each negotiation team member.

8. Donated PTO hours shall be transferred to the recipient the first pay periods following the Medical Center receiving the allocation from the Association.

9. Donated PTO cannot exceed the maximum accrual level of the recipients PTO bank.

10. The Medical Center shall assume no liability for the allocation of donated PTO hours other than those outlined herein.
LETTER OF AGREEMENT – FAMILY BIRTHPLACE

1. In order for Family Birthplace to remain a closed unit, the nurses within the unit voted, and have agreed to pick up call shifts in addition to their core schedules. FBP nurses also agree to allow for one core schedule change annually every January.

2. All nurses that require call per their job description are required to work two (2) twelve (12) hour call shifts in a schedule period.

3. Shifts are to be picked up prior to the start of the schedule.

4. Nurses are expected to meet their call requirements. Failure to do so may be reflected on the nurse’s evaluation and the nurse may be subject to progressive discipline.

5. Scheduling of Call:
   
a. Open call shifts will be placed into the electronic scheduling system. Starting at 0700 on the Monday PRIOR to the start of the CPT bidding process, full time and part time staff will have the ability to BID on call shifts. CPT staff may start their BID of call shifts at the start of their regular bidding period in Article 8.8.

   b. Call shifts shall be awarded to the first bidder. If there are multiple bids within the same time stamp, the senior RN will be awarded the shift.

   c. Required shifts will be on the posted schedule the Tuesday it is released. If a staff member has not bid on their required call shifts, they will have forty-eight (48) hours after the posting of the schedule to BID on a shift, then it may be assigned by the scheduler and the nurse notified of their additional requirement by the manager.

   d. Any nurse may bid on any remaining shifts after the posting of the schedule.
e. It is acceptable to BID on an extra regular shift in place of a call shift. Any regular shift above the CPT requirements is considered an extra regular shift.

f. Nurses with vacations that are approved for two (2) full weeks on one schedule (four (4) shifts for PT nurses and six (6) shifts for FT nurses) will only have to pick up one (1) twelve (12) hour call shift in place of the standard two (2) twelve (12) hour call shift requirement.

g. Management may reserve the right to release a nurse who is orienting from on call requirements during their orientation period.

6. Schedules for the Family Birthplace will reflect an appropriate skill mix needed for safe care. Staff will have six (6) weeks (from August 1st until September 18th) to develop a schedule that meets the needs of the unit and the nurses. If by September 18th the nurses have been unable to develop such a schedule, then the nurse manager will develop a core schedule set. Schedules will be presented to each qualified nurse by seniority and the nurse will indicate their choice of schedule. Nurses will be notified of their new core schedules no later than November 1st. New schedules will take affect the first scheduling period in January.

Guidelines for core schedules will be determined by management and UBC. The guidelines will be reviewed yearly prior to the start of developing the new core schedules. The core schedules that are developed by the nursing staff must be approved by a majority vote of the nurses on each shift.
LETTER OF AGREEMENT – PROCEDURE UNIT CALL PARAMETERS
(Operating Room, Day Surgery, Heart Center, PACU)

1. All units requiring call in the job description will comply with the Oregon Nurse Staffing Law.

2. Nurses working in units requiring call in the job description will not be utilized for call coverage outside of the unit they were hired into unless specifically stated herein.

3. All nurses will be required to take call. CPT nurses may use call shifts to meet their minimum requirements and will bid on call shifts in accordance with Article 8.8.

4. When a nurse picks up unfilled call shifts above their normal call requirement, the nurse(s) shall be compensated an additional fifty dollars ($50) for each six (6) hour segment of additional call they pick up or one hundred dollars ($100) for an entire shift of additional call.

5. Nurses who work greater than twelve (12) hours in a twenty-four (24) hour period and complete their call shift by volunteering to work the remainder of their call shift, will start their mandatory ten (10) hour rest period following completion of their call shift. Nurses may voluntarily waive the period of time designated for their mandatory ten (10) hour rest period.

6. Weekend call shall be rotated on a fair and equitable basis, taking into consideration skill mix.

7. Holiday call coverage for units closed on holidays may be exempt from Article 8.17 if voted on by staff nurses. Unit nurses may vote to establish a rotational coverage for holidays in place of Article 8.17 by a simple majority note of regular nurses in the unit. The vote will be administered, overseen and approved by the UBC. All processes for holiday coverage will be explained to new nurses by unit manager upon hire into the unit. Holidays for purposes of holiday call shall be: Thanksgiving, Christmas, New Years, Easter, Memorial Day, July 4th and Labor
Day. Holiday rotations shall rotate annually down the list of holidays in the above stated order. Holidays rotation will be assigned to a position. If there is a skill mix concern for holiday call rotation the Medical Center shall notify the Association no less than thirty (30) calendar days of the position being filled or no less than thirty (30) calendar days in advance of the holiday, and an LMC meeting shall be called as soon as possible to work out a holiday call solution. If the rotation change is urgent or unexpected, after all reasonable attempts have been made, the Medical Center may put in place a temporary solution until LMC is able to meet and discuss. Units who choose to cover their holiday call utilizing Article 8.17 shall have requests for the day off awarded as able by the scheduler to maintain minimum needed call coverage for the unit for the holiday. Nurses not requesting a vacation day for the holiday may be flexed down to an on-call or off status in accordance with Article 12.4.

8. Nurses may choose to take PTO for holidays when their unit is closed or may take the day without pay.

9. Nurses requesting vacation overlapping their scheduled call shifts will be required to find their own weekend and/or holiday call coverage in order to be approved for vacation time. Nurses who have applied for vacation time and had it approved shall not be scheduled on the night before and after their approved vacation time unless agreed upon by the nurse and documented in the electronic scheduling system.

10. The Medical Center will pay up to three (3) subscriptions to professional journals (e.g. AORN, ASPAN, SGNA) to be available in the break rooms so staff may read updated information.

OPERATING ROOM

1. The Medical Center shall schedule nurses to be on call for five (5) weeknights to cover night call (starting at 1701 Sunday and ending at 0700 Friday). Such nurses shall not be scheduled to work any other hours, except on a volunteer basis, to be documented in writing. Nurses shall be compensated for forty (40) hours of regular time, regardless of hours worked, up to forty (40) actual hours
worked. Any hours over forty (40) hours worked will be compensated at the
overtime and/or premium time as outlined in the collective bargaining
agreement. Nurses shall be scheduled after hours weeknight call on a fair and
equitable rotating basis.

2. One (1) primary charge nurse may be exempt from the weeknight call rotation.

3. Weekend call shall be divided into four (4) twelve (12) hour shifts, days and
nights weekend call. Nurses will not be allowed to sign up for consecutive twelve
(12) hour call shifts. Nurses working that weekend get on call pay, call back pay
and any additional shift premiums for hours worked during weekend call.

4. Weekend call shall commence at 1701 on Friday and end at 1700 on Sunday
after which time weeknight call will begin (1701 Sunday). Nurses are scheduled
on call in twelve (12) hour increments for the weekend hours. Nurses on call for
the coming weekend shall be offered first release on Friday in the following
order: 1st scheduled call staff for Friday night, 2nd Saturday day shift, 3rd
Sunday day shift, 4th any scheduled hours on call for the weekend. Further flex
down will follow Article 12.4.

5. Nurses shall not be scheduled to take weekend call immediately before or
immediately following their weeknight call, unless the nurse volunteers and the
agreement is documented in writing.

6. When a previously filled call shift becomes unfilled within twenty-four hours of
the start of the call shift, the Medical Center will solicit volunteers and may utilize
incentives to do so. If the Medical Center is unable to solicit a volunteer for the
call shift they may then implement a temporary solution until LMC is able to meet
and discuss. Should a nurses’ posted schedule be altered as a result of the
temporary solution, the nurse will receive a two-hundred-dollar ($200) bonus.

7. Nurses holding a Registered Nurse First Assist (RNFA) position will be assigned
to the weekend call day shifts. In the event of an unfilled weekend day or night
shift, the scheduled RNFA will cover the unfilled weekend night or day RN
circulator or RN scrub role, as appropriate.

8. Certified Registered Nurse First Assists (RNFA’s) will be paid an additional ten
percent (10%) of their wage for RNFA work.

OUTPATIENT SURGERY (DAY SURGERY)

1. Within one (1) year of hire into the Outpatient Surgery department, benefited
nurses will be fully trained, checked off as competent, and eligible for call while
CPT staff will be trained and eligible to take call in either PACU or Outpatient
Surgery.

2. Call shifts shall be scheduled for twelve (12) hour shifts for both weekend and
weeknight call from 0600-1800 and 1800-0600. Nurses not on call for the
weekend will cover one night during the week. Nurses shall not be scheduled
weeknight call before or after their weekend call.

3. If low census necessitates flex down of the unit prior to 1800 staff flexed down
will be responsible for maintaining unit coverage until the night call coverage
starts, unless the on-call nurse scheduled to start at 1800 agrees to start their
call shift early.

4. Nurses will be scheduled on weekend call on a fair and equal rotation, every four
(4) weeks. Weekend rotations will alternate between one weekend of three (3)
night call shifts (Friday, Saturday, Sunday) and one weekend of two (2) day call
shifts (Saturday, Sunday).

5. In the event of low census hours, the nurse manager or designee in charge of
the department will assign hours off, or on call, in the following order regardless
of the core scheduled hours of the nurse:
   a. Nurses who have scheduled call cases after 1800 and are scheduled on
call for that evening.
b. Nurses who were on call the previous evening/night shift AND worked at least four (4) call hours, or any quantity of call hours after 8pm during the previous night call shift.

c. Nurses scheduled to work on call that evening at 1800

d. “Agency” traveler and temporary nurses

e. Nurses working at premium rate of pay

f. Volunteers by rotational basis

g. Casual part-time, staff working that day in excess of regularly scheduled shifts

h. By low census percentage calculation

POST ANESTHESIA CARE UNIT (PACU)

1. All full and part-time nurses will be scheduled two (2) twelve (12) hour weekend call shifts, 0800-2030, on a rotational basis.

2. Weekend call coverage will include two (2) person teams Saturday and Sunday 0800-2030. Full time nurses will take call every three (3) weeks and part time staff will take weekend call every four (4) weeks. Benefited staff not getting scheduled hours will have first priority signing up for open call shifts, prior to shifts being posted in bid shift.

SHAW HEART CENTER

1. All staff shall be placed into the established call rotation. All call shifts shall be standardized and scheduled in a fair and equitable manner, taking into consideration skill mix.

2. The established call requirement for the unit is one full weekend (Friday to Monday) once every four (4) weeks and four (4) weeknights in a schedule.
3. In the event of low census, the call team will be the first nurses to be assigned hours off.

4. Weekday call (Monday-Friday) on call twelve (12) hours from 1830-0630. Weekend call starts at 1800 on Friday and continues through 0630 on Monday.
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 by Fax 503-293-0013. Thank you.

Your Name: ____________________________________________________________

I certify that I have received a copy of the ONA Collective Bargaining Agreement
with Mercy Medical Center, July 1, 2020 through June 30, 2024

_________________________________________                      ________________________________
Signature                                                                 Today’s Date:

____________________________________________________________
Your Mailing Address:  

____________________________________________________________

____________________________________________________________

____________________________________________________________

Home Phone: ____________________________________________  Work Phone: ________________________________

Email:   

____________________________________________________________

Unit:   Shift: