

Professional Agreement
between
Oregon Nurses Association
and
Sacred Heart Medical Center

May 23, 2019
through
April 15, 2023

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1 This Agreement is made and entered into by and between SACRED HEART
2 MEDICAL CENTER, hereinafter referred to as the "Medical Center," and the OREGON
3 NURSES ASSOCIATION, INC., hereinafter referred to as the "Association."

4
5 **PREAMBLE**

6 WHEREAS, the Medical Center is engaged in furnishing an essential public
7 service of the highest quality, vital to the health, safety, and comfort of the population of
8 the communities which the Medical Center services; and

9
10 WHEREAS, both the Medical Center and its licensed professional nurses have a
11 high degree of professional responsibility to the public in so serving the public without
12 interruption of this essential quality service; and

13
14 WHEREAS, both parties recognize this mutual responsibility and acknowledge
15 the need for flexibility and innovation in meeting the current and future challenges facing
16 health care providers and their employees. They have entered into this professional
17 Agreement as an instrument and means to permit them to fulfill said responsibility, and
18 with the intention and desire to foster and promote sound, stable, peaceful and
19 harmonious relations between the Medical Center and the Association, and to that end
20 the parties hereto have reached an understanding governing the conditions of
21 employment which shall prevail on the properties of the Medical Center insofar as it
22 relates to the licensed professional nurses within the bargaining unit; and

23
24 WHEREAS, it is the further intent and desire of the parties hereto to establish an
25 orderly relationship between the Medical Center and the Association so that potential or
26 actual problems arising under this Agreement shall be settled quickly and satisfactorily
27 to both parties and that the quality service to the public shall not be disrupted; and

28
29 WHEREAS, the Medical Center and the Association jointly recognize that, in
30 order for the Medical Center to survive and achieve long-range prosperity and growth,
31 and to ensure secure employment, they must work closely together in a cooperative
32 relationship to solve problems quickly and in a cooperative manner. The cooperative
33 relationship must extend from the patient care floor to the executive offices. To achieve
34 this goal, the Medical Center and the Association agree to the following principles:

- We are dedicated to the Medical Center being a leading provider of healthcare services through continuously improving levels of service, quality, value and innovative work design.
- Our mutual survival depends on our ability to deliver quality healthcare efficiently and cost effectively.
- We must be dedicated to continuous improvement and a collaborative relationship model in support of high quality and affordable healthcare.
- When barriers to our mutual success occur, the appropriate people from both parties will work together to attempt to resolve problems and recommend solutions to our mutual benefit.
- The success of our collaborative relationship is a shared responsibility between the Medical Center and the Association, including each member of the ONA bargaining unit and Association staff.

Accordingly, the Medical Center and the Association, including all members of the bargaining unit, strongly desire to develop a positive, collaborative alliance. We believe that such an alliance will help to promote high quality and accessible and affordable health care, as well as the fulfillment of PeaceHealth Oregon Region's (PHOR) mission, vision and business strategies. In furtherance of these interests, it is to our mutual benefit that registered nurses become key contributors and active participants in organizational planning and other decision-making processes and structures.

NOW, THEREFORE, in consideration of the mutual promises and obligations herein assumed, the parties 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 rates of pay, hours of pay, hours of work and other conditions of employment for a bargaining unit composed of all registered professional nurses employed by the Medical Center at each of its acute care facilities located in the Eugene/Springfield area as Staff Nurses and Charge Nurses, excluding nursing personnel who work in administrative and supervisory capacities and nurses who are members of the Sisters of Saint Joseph of Peace.

1 **1.1.1** Upon request from the Association, the Medical Center will provide
2 the Association with the job description of new non-bargaining unit positions for
3 which an RN license is required.
4

5 **1.2 Membership.** A nurse hired on or after the effective date of this
6 Agreement will, as a condition of employment, within thirty days after the nurse's hire
7 date, become and remain a member of the Association or make payment in lieu of dues
8 to the Association.

9 **1.2.1 Currently employed members.** Currently employed nurses who
10 are members of the Association, or are paying to the Association an amount
11 equivalent to Association dues, will be required, as a condition of employment, to
12 maintain membership in the Association or make payment in lieu of dues to the
13 Association.
14

15 **1.2.2 Currently employed non-members.** Currently employed nurses
16 who are neither members of the Association nor making payment in lieu of dues
17 will be not be required to join the Association or pay to the Association any
18 amount equivalent to Association dues. In the event such a nurse elects to
19 become a member of the Association or to pay to the Association an amount
20 equivalent to Association dues, the nurse will be required as a condition of
21 employment to maintain membership in the Association or make payment in lieu
22 of dues to the Association.
23

24 **1.2.3 Voluntary joiner.** A nurse who is not required to join or maintain
25 membership in the Association or to pay it an amount equivalent to Association
26 dues under either section above, but who, on or after the execution date of this
27 Agreement, voluntarily joins or agrees to join the Association or agrees to pay it
28 an amount equivalent to Association dues, shall thereafter be required to
29 maintain membership in the Association or pay it an amount equivalent to
30 Association dues.
31

32 **1.2.4 Remedy for non-payment.** If a nurse is not in compliance with the
33 provisions in this section, the Association will notify the nurse in writing that
34 he/she is delinquent in the satisfaction of his/her obligations, and will provide a
35 copy of the notice to the Human Resources Director or designee of the Medical

Center. The Association will allow the nurse a reasonable period of time of not less than twenty days to cure the delinquency. If the nurse fails to cure within the allotted time, then the Association may contact the Human Resources Director or designee for the purpose of proceeding with termination of employment. Should a termination occur, a duly authorized representative of the Association will be present for the termination proceeding.

1.2.5 Religious exemption. A nurse who is subject to the membership or payment requirements of this Article, but who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to continue membership in or financial support of the Association; except that such nurse shall contribute an amount equivalent to the Association dues to a nonreligious, tax-exempt charitable fund of his/her choice for the duration of the membership or payment requirements had they been applicable.

1.2.6 Dues deduction. The Medical Center will deduct Association membership dues from the salary of each nurse who voluntarily agrees to such deductions and who submits an appropriately written authorization form to the Medical Center setting forth standard amounts and times of deduction. Deductions shall be made monthly and remitted monthly to the Association together with a list of those authorized deductions.

1.2.7 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 subparagraph 1.2.4 above.

1.2.8 Payment in lieu of dues. Payments in lieu of dues will be less than or equal to the regular monthly Association dues as established by the Association.

ARTICLE 2 – ASSOCIATION REPRESENTATIVE

2.1 Access to Premises. Duly authorized representatives of the Association shall be permitted at all reasonable times to enter the facilities operated by the Medical Center wherein members of the bargaining unit are employed for purposes of transacting Association business and observing conditions under which nurses are employed; provided, however, that the Association's representative shall, upon arrival at the Medical Center, notify the Director of Human Resources or his/her designee of his/her presence, and that visitations other than on the day shift shall be after advance notification to the Director of Human Resources or his/her designee during normal office hours. Transaction of any business shall be conducted in an appropriate location subject to Medical Center rules applicable to non-employees and shall not interfere with the work of employees.

2.2 Bulletin Boards and Intranet. The Medical Center shall provide space for posting of Association notices and newsletters on a bulletin board designated by the nursing supervisor in each nursing unit and accessible to all staff nurses. The Association shall also be allowed to send email messages to groups of bargaining unit employees utilizing the Intranet maintained by PeaceHealth, provided that the Association follows the established procedures and approval process and that the content of the messages or linked messages are not inflammatory or offensive in nature. All notices allowed under this paragraph shall be limited to the date, time, place and subject matter of proceedings, lists of Association committee members, notices of joint Association/Medical Center committee activities, and references to the Association's website.

2.3 Bargaining Unit Meetings. The Association may hold bargaining unit meetings in the Medical Center for purposes of professional education, contract negotiations and contract administration by scheduling such meetings with the Director of Human Resources or his/her designee at mutually agreeable times and places.

2.4 Orientation of Newly Hired Nurses. During the orientation of newly hired nurses, the Medical Center shall provide an Association representative with a thirty-minute period to discuss the Association. This period will be paid time for the newly hired nurses and the Association representative. The Association representative, if a bargaining unit nurse, will be paid at the regular rate of pay for the assigned thirty-

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1 minute period. The paid time will not count toward premium or overtime pay. The
2 Medical Center will cooperate in releasing an Association representative, if a bargaining
3 unit nurse, from duty to attend such meeting, and the Association will cooperate to
4 provide an alternate representative where such release would cause staffing problems
5 for the Medical Center.

6 **2.4.1** A Medical Center representative may be present at such meeting,
7 but shall not participate in the discussion. Nurses may be asked, but not
8 required, to complete the written authorization form referenced in Section 1.2
9 during or after such meeting.

10
11 **2.4.2** The Medical Center will distribute to newly employed nurses
12 membership informational material provided by the Association to the Medical
13 Center for such purpose. Such material may include the Association form
14 authorizing voluntary payroll deduction of monthly dues (if such form expressly
15 states that such deduction is voluntary) and a copy of this Agreement.

16
17 **2.5 Rosters.** The Medical Center will provide the Association electronically
18 with (1) a quarterly list of nurses showing name, address, date of hire, job classification,
19 employee number, telephone number (unless unlisted), date of birth, RN license
20 number, FTE, unit and shift, and (2) a monthly list of newly hired nurses, including
21 rehired nurses, terminations and transfers with the same information. The Association
22 shall provide to the Medical Center, on a semiannual basis, a list of designated nursing
23 unit representatives, including the unit and shift to which each such representative is
24 regularly assigned, as well as Grievance Committee, Negotiating Committee and
25 Professional Nursing Care Committee members. The Medical Center shall maintain on-
26 line a list of unit-based practice committee chairs and bargaining unit participants, by
27 unit.

28
29 **2.6 Printing and Distribution of Agreement.** The Medical Center and the
30 Association shall equally share expenses for the printing of an adequate supply of
31 copies of this Agreement. The Medical Center will make available a suitable number of
32 copies of the Agreement on each nursing unit following the Association's delivery of the
33 printed copies to the Medical Center.

1 **2.7 Representative Time Off.** The Medical Center shall make a good faith
2 effort to grant requested time off for all bargaining unit elected/appointed Association
3 members to attend local Negotiating Committee, State and National Association
4 meetings and conventions that are required of them to fulfill the obligations of their
5 office. The nurse must give reasonable advance notice of any such request to the
6 Medical Center. Nurses shall not be required to utilize PTO for such meetings, except
7 when attending state or national conventions. Nurses may access educational days
8 and funds for state and national Association meetings to the extent that the criteria set
9 forth in Section 16.3.2 are met.

11 **ARTICLE 3 – EMPLOYEE DEFINITIONS**

12 **3.1 Nurse.** A registered professional nurse covered by this Agreement who is
13 currently licensed to perform professional nursing in Oregon.

15 **3.2 Staff Nurse.** A nurse responsible for the direct or indirect nursing care of
16 a patient.

18 **3.3 Charge Nurse.** A nurse who has been assigned to assist supervisory
19 personnel in the administration of organized nursing units. A nurse will be deemed to
20 have been assigned to Charge Nurse responsibilities if the nurse (1) has been selected
21 to fill a Charge Nurse vacancy in accordance with Article 13.3, or (2) has been
22 designated by the Medical Center to be a Charge Nurse for a shift, known as a
23 “Facilitator.” The right to utilize Charge Nurse positions and to assess the ongoing need
24 for such positions on a particular unit and shift is reserved to the Medical Center.

26 **3.4 Probationary Nurse.** A newly hired nurse shall be on probationary status
27 from date of hire through the first six months following completion of unit orientation or a
28 formal specific training program as long as such probationary period does not extend
29 beyond eight months from the date of hire. In addition, however, the probationary
30 period of a nurse evaluated as less than satisfactory may be extended by mutual
31 agreement between the Medical Center and the Association for up to sixty additional
32 days.

1 **3.5 Regular Nurse.** A nurse regularly scheduled in an established position,
2 either for thirty-six hours per week as a full-time nurse or for less than thirty-six hours
3 per week as a part-time nurse.
4

5 **3.6 Per Diem Nurse.** A nurse employed to work on an intermittent basis to
6 supplement the regular work force on a scheduled or unscheduled basis. Per diem
7 nurses will be placed on the schedule when initially posted only to cover for unfilled,
8 posted positions or for absent nurses. They must submit their availability dates by email
9 to their home unit fourteen days in advance of the posting of the schedule. A nurse
10 must remain available, until the schedule has been posted, on the dates of availability
11 the nurse has submitted in accordance with the requirements below.

12 **3.6.1 Per Diem No differential.** A nurse will be classified as a Per Diem
13 No Differential if unable to commit to the availability for work requirements of a
14 Per Diem. However, the nurse shall agree to work with sufficient frequency as
15 determined by the Unit Based Practice Council and Nurse Manager to maintain
16 the skills of his/her position. The minimum unit specific work requirements will be
17 maintained in writing and provided to the per diem nurse. These work
18 requirements may be modified by mutual agreement between the nurse and
19 nurse manager based upon the individual skills and competencies of the per
20 diem nurse. A per diem no differential nurse is not eligible to receive a pay
21 differential in lieu of benefits, unless they choose to change their per diem status
22 as described in Section 3.6.7. The PNCC in conjunction with the unit Nurse
23 Manager, will offer assistance to units that do not have a functioning Unit Based
24 Council in developing guidelines.
25

26 **3.6.2 Per Diem No Differential Posting at Nurse's Request.** At the
27 request of a nurse, who is currently in a benefit eligible position and has twenty
28 years of services at PeaceHealth, a per diem no differential position shall be
29 posted on their unit and shift with the stated requirements. If more than one
30 nurse applies for the position it shall be awarded on the basis of seniority.
31

32 **3.6.3 Per Diem .** A nurse will be classified as a Per Diem nurse and will
33 receive a pay differential in lieu of benefits of fifteen percent of the nurse's
34 straight hourly rate if the nurse agrees to meet the following requirements of
35 availability for work:

- a. Twelve shifts for every designated period of three (3) consecutive four-week work cycles (herein "Designated Period"); Nurses submitting their availability for a majority of twelve-hour shifts shall be required to be available for eight shifts every designated period.
- b. Three weekend shifts among the shifts listed above for every Designated Period
- c. The requirements specified in paragraphs (a) and (b) shall not apply to the extent that the per diem RN's regularly scheduled unit does not have weekend and/or holiday shifts for per diem RNs.
- d. One of the designated winter holidays each year.

Per Diem nurses who have been receiving a differential in lieu of benefits higher than fifteen percent as of the date of ratification shall retain that higher rate until they relinquish their per diem position.

3.6.4 Assignment to home units. Per diem nurses shall be assigned to home units, and shall be expected to maintain skills and cross-orient in accordance with Article 8.9. Nurses may be permitted, but shall not be required, to work outside of their assigned shift. Nurses may also pick up shifts in other units.

3.6.5 PTO cashout. When a nurse transfers from regular status to per diem status, all of the nurse's PTO shall be cashed out within one year from the date of transfer.

3.6.6 Consecutive weekend premium pay. Per diem nurses shall not be eligible for consecutive weekend premium pay described in Article 9.4.4.

3.6.7 Non-compliance with availability requirements. Per diem nurses who do not meet their commitment to be available for the required number of shifts shall receive a written notice of non-compliance after the first designated period of non-compliance. This notice shall be sent via certified mail to their home address. A nurse that is non-compliant for two consecutive designated periods shall be subject to removal from per diem employment or may move to per diem no differential status. A nurse that moves to a per diem

no differential from a per diem position due to non-compliance may be terminated at the end of the second designated period if they do not meet the criteria for the new designation. The foregoing sentence shall not apply, however, to a per diem nurse who has waived entitlement to the differential in lieu of benefits described in Section 3.6.1. Per diem no differential nurses that fail to meet the minimum work requirement to maintain their skills, as agreed upon in writing, over at least two consecutive designated periods following a written warning may be terminated. Any exceptions to these requirements must be pre-approved by Medical Center leadership.

3.6.8 Per Diem Classification. A per diem nurse upon hire and/or at any time thereafter may choose and/or change their per diem classification. Once hired to per diem status a nurse who wishes to change his/her per diem classification shall give notice in writing to their nurse manager sixty days in advance of such requested change. However, this change may occur in less than sixty days by mutual consent of the nurse and the nurse manager.

3.7 Temporary Nurse. A nurse initially hired to work for a defined period not to exceed three months, subject to extension for up to an additional three months. A temporary nurse is not entitled to benefits conferred under Articles 10, 11, 15 or 16, and shall not accrue seniority under Article 12. A temporary nurse who is later hired from this status as a regular or per diem nurse shall be considered a probationary nurse as defined in Article 3.4 from the nurse's initial date of employment as a temporary nurse.

3.8 House Coordinator. A nurse who is responsible for the coordination of hospital and patient care services for assigned shifts at University District.

ARTICLE 4 – EQUALITY OF EMPLOYMENT OPPORTUNITY

4.1 Nondiscrimination. The Medical Center and the Association agree to abide by all applicable local, state and federal laws that prohibit discrimination or harassment on the basis of age, sex, race, creed, color, disability, sexual orientation, or 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.

1 **4.2 Compliance with Laws Requiring Accommodation.** The Medical
2 Center and the Association further agree that the Medical Center shall be permitted to
3 take any and all actions necessary to comply with the Americans With Disabilities Act or
4 any other law requiring accommodation of employees in the workplace. If such actions
5 necessitate violation of a provision of this Agreement, then the parties agree to bargain
6 with regard to the effect of such action on other bargaining unit employees.

7
8 **4.3 Association Membership and Activities.** The Medical Center and the
9 Association agree to abide by all applicable local, state and federal laws with respect to
10 eligibility for membership and participation in the Association for nurses employed or to
11 become employed in job classifications covered by this Agreement. The parties further
12 agree that there shall be no discrimination by either party against any nurse on account
13 of membership or non-membership or lawful activity in respect to the Association.

14 15 **ARTICLE 5 – MANAGEMENT RIGHTS**

16 **5.1 Management Rights.** Except as modified by the terms of this Agreement,
17 the Medical Center retains all rights of management to operate and manage the medical
18 center and to operate the work force. These rights of management shall include, but
19 not be limited to, the right to require standards of performance and to maintain order
20 and efficiency; to direct nurses; to schedule staff to perform work; to determine
21 materials and equipment to be used; to determine methods and means by which
22 operations are to be conducted; to determine staffing requirements; to extend, limit,
23 curtail or subcontract all or any part of its operations; to establish new jobs, or eliminate
24 or modify existing job classifications; to hire, promote, assign and retain nurses; to lay
25 off nurses and to relieve nurses from duty because of lack of work; to recall nurses; and
26 to promulgate rules, regulations and personnel policies.

27
28 **5.2 Non-Waiver of Rights.** The Medical Center's failure to exercise any right,
29 prerogative or function hereby reserved to it, or the Medical Center's exercise of any
30 such right, prerogative or function in a particular way, shall not be considered a waiver
31 of the Medical Center's right to exercise such right, prerogative or function or preclude it
32 from exercising the same in some other way not in conflict with the expressed
33 provisions of this Agreement, or with the Medical Center's rules, regulations and
34 personnel policies.

ARTICLE 6 – EMPLOYMENT STATUS

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

6.1.1 Progressive discipline. The form of corrective action taken may vary depending upon the nature and severity of the infraction and any mitigating circumstances. Where appropriate, corrective action follows a systematic and progressive method by using increasingly stronger action, and may include a performance improvement action plan. Corrective action may include one or more of the following: level one written warning, level two written warning, final written warning, suspension pending investigation, or discharge. Corrective action on successive offenses may be less severe, parallel or progressive, depending on the nature of and relationship between the offenses.

6.1.2 Disciplinary documentation. All disciplinary actions shall be recorded in writing. 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, unless otherwise specifically designated, be considered mandatory.

6.1.3 Probationary period. During a nurse's probationary period as specified in Article 3.4, disciplinary action shall not be subject to the grievance procedure. A nurse who has completed his/her probationary period and feels he/she has been disciplined, suspended, demoted or discharged without proper cause may present the matter for consideration under the grievance procedure.

6.1.4 Suspensions pending investigation. A suspension pending investigation shall be paid until the investigation is complete and a determination of the appropriate discipline is made for investigations resulting from an allegation of serious misconduct that involves compromising patient or work place safety and that has been communicated to the nurse and the Association, provided that such an investigation and report is completed within a seven-calendar day period. This seven-calendar day period shall be extended, if the nurse is unavailable to meet with the Medical Center within this time period, until

1 such meeting takes place. Any nurse on suspension shall have the right to be
2 informed of the general nature of the investigation, and shall receive notice of the
3 status of the Medical Center's investigation on a weekly basis.

4
5 **6.1.5 Discipline related to clinical performance.** Discipline related to
6 clinical performance and judgment issues may be subject to clinical performance
7 peer review by the Professional Nursing Care Committee, at the committee's
8 discretion and at the nurse's request. A summary of the committee's
9 investigation shall be shared with the Employer and may be attached to the
10 disciplinary action in the nurse's personnel file at the Association's discretion.
11 The nurse's anonymity during such investigations shall be strictly maintained,
12 limited to a need-to-know basis.

13
14 **6.1.6 Reports to OSBN.** The Medical Center shall notify the Association
15 and the impacted nurse when it has reported a bargaining unit nurse to the
16 Oregon State Board of Nursing in connection with any disciplinary action.

17
18 **6.1.7 Meetings.** The parties agree that it is desirable that investigatory
19 and disciplinary meetings occur at the end of a nurse's scheduled shift or on a
20 mutually agreed day off from work.

21
22 **6.1.8 Employee locator systems.** Nurses shall not be disciplined based
23 solely upon data from the call light locator system or other employee locator
24 tracking system. Data resulting from random audits associated with a locator
25 tracking system may not be utilized for the purpose of initiating disciplinary
26 action.

27
28 **6.2 Disciplinary Record.** No document other than routine payroll and
29 personnel records will be inserted in a nurse's personnel file without knowledge of the
30 nurse. A nurse shall have the opportunity to have a result statement placed in his or her
31 personnel file twelve months after the administration of a prior disciplinary action. The
32 Medical Center, upon request from the nurse, will review the nurse's performance
33 related to the original disciplinary action and produce a written statement addressing the
34 nurse's success at resolving the issues that gave rise to the discipline. The statement
35 thereafter shall be given to the nurse and placed in his or her personnel file. In addition,
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1 written disciplinary notices will not be considered for purposes of further disciplinary
2 action after more than twenty-four months, and will be removed upon request from the
3 nurse, if there have been no further disciplinary occurrences of any kind during that
4 period. However, the Medical Center reserves the right to maintain all required
5 employment information in a separate file in order to comply with legal and regulatory
6 requirements.

7
8 **6.3 Notice of Resignation.** A nurse shall give the Medical Center not less
9 than ten working days' notice of intended resignation.

10
11 **6.4 Exit Interviews.** Upon request a nurse shall be granted an exit interview
12 conducted by the Human Resources department or another leader as designated by
13 Human Resources when transferring to a different unit or upon discharge/resignation of
14 employment. A summarized copy of the interview will be provided to the Association
15 upon authorization of the exiting nurse.

16
17 **6.5 Notice of Termination.** The Medical Center shall give a non-
18 probationary, non-temporary nurse ten working days' notice of the termination of his/her
19 employment or, if less notice is given, then the difference between ten working days and
20 the number of working days of advance notice shall be paid the nurse at his/her regular
21 rate of pay based upon the nurse's normal scheduled hours. No such advance notice
22 or pay in lieu thereof shall be required for a nurse who is discharged for cause.

23
24 **6.6 Personnel Files.** Nurses may have access to their personnel files in
25 accordance with Oregon Revised Statute 652.750. When any document is added to,
26 deleted from or amended in a nurse's personnel file, with the exception of routine
27 payroll and personnel records, the nurse will be notified within a reasonable time period
28 and be given an opportunity to copy the document and add a written rebuttal to the file.

29 30 **ARTICLE 7 – GRIEVANCE PROCEDURE**

31 **7.1 When Applicable.** This Article shall be the exclusive method to be used
32 to settle grievances regarding interpretation or application of this Agreement which may
33 arise between the Medical Center and the Association or any nurse during the term of
34 this Agreement. A probationary nurse may file grievances under this Article except that
35 issues relating to discipline, suspension, and discharge of a probationary nurse shall be
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determined exclusively by the Medical Center and shall not be subject to this Article. A grievance shall be presented exclusively in accordance with the following procedure:

7.2 Grievance Procedure.

Step 1 A grievance must be presented in writing to the Human Resources Director or designee within twenty-one calendar days from the time the employee knew or should have known of the occurrence giving rise to the grievance. If a nurse presents a grievance hereunder, the grievance shall include, to the best of the nurse's understanding, a description of the problem and the contract provisions alleged to be violated. A grievance relating to pay shall be timely if received by the Medical Center within twenty-one calendar days after the employee knew or should have known of the payroll error. In the event of an issue concerning a discharge, the issue must be presented within seven calendar days following termination. The immediate supervisor's or designee's written reply is due within fourteen calendar days of such presentation. A Step 1 meeting may be held within fourteen calendar days following the filing of the grievance, in which case the immediate supervisor's or designee's written reply is due within fourteen calendar days after this meeting.

Step 2 If not resolved at Step 1, the issue may thereafter be presented in writing to the appropriate department/division head or his/her designee within ten calendar days from receipt of the supervisor's reply of the date such reply was due in Step 1. The department/division head or designee shall then meet within fourteen calendar 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 calendar days after the meeting.

Step 3 If not resolved at Step 2, the grievance may thereafter be presented in writing to the next appropriate level of leadership, or his/her designee for consideration and determination within ten calendar days after receipt of the department/division head's response or if the department/division head's response is not received within that period, within ten calendar days after the expiration of time allotted in Step 2 for the department/division head's response. The next level of leadership shall

1 meet within fourteen calendar days with the nurse and a representative of
2 the Association to resolve the matter and shall reply in writing within ten
3 calendar days after the meeting.
4

5 Step 4 If the grievance is not resolved at Step 3, the Association may thereafter
6 present it to an impartial arbitrator for determination by giving the Medical
7 Center written notice within twenty-one calendar days after receipt of the
8 Step 3 reply of the Association's intent to refer the matter to arbitration.
9 Alternatively, by mutual agreement, within twenty-one calendar days after
10 the receipt of the Step 3 reply the parties shall request the services of a
11 mediator by submitting the dispute to the Federal Mediation and
12 Conciliation Service. If the parties do not resolve the dispute in mediation,
13 the parties may proceed to the arbitration procedure in Article 7.6 within
14 twenty-one days of the conclusion of mediation.
15

16 **7.3 Association Grievance.** A grievance, as defined in Section 7.1, relating
17 to occurrences actually involving at least five nurses or arising under the Association
18 Representative article, may be initiated by the Association at Step 2 of the above-
19 mentioned procedure by the filing of a written grievance, signed by a representative of
20 the Association, within thirty-five calendar days from the date of occurrence. Such
21 grievance shall describe the problem and the contract provisions alleged to be violated.
22

23 **7.4 Timeliness.** A grievance will be deemed untimely if the time limits set
24 forth above for presentation of a grievance at Step 1 or of an Association grievance at
25 Step 2 are not met, unless the parties agree in writing to extend such time limits.
26 Subsequent grievance advancements and responses will be deemed untimely if the
27 time limits set forth above are not met, unless the parties mutually agree in good faith to
28 extend such time limits. Such extension shall be documented in writing if requested by
29 either party. If a response is untimely, the grievance shall be considered automatically
30 elevated to the next Step in the grievance process.
31

32 **7.5 Contract Provision Alleged to Have Been Violated.** If, at any time
33 subsequent to initial presentation of the grievance, the grievant or Association believes
34 contract provision(s) additional to those described upon initial presentation have been
35 violated, the grievant or Association shall file an amended grievance specifying the

1 additional contract provision(s) alleged to be violated and stating the reasons for
2 believing such provision(s) have been violated. After advancing the grievance to
3 arbitration under Section 7.6, the Association can call for reconvening of the parties if
4 any additional contract provisions are alleged to be violated based upon the discovery
5 of additional information. If the Association does not notify the Medical Center, the
6 grievance cannot be amended at arbitration.

7 8 **7.6 Arbitration Procedure.**

9 A. The Medical Center and the Association or their designees shall
10 meet within twenty-one calendar days of the conclusion of the process outlined in Step
11 4 of the grievance process to select a mutually acceptable arbitrator. In the event that
12 they cannot agree upon an arbitrator within seven working days after the meeting, the
13 Federal Mediation and Conciliation Service shall be jointly requested to submit a list of
14 seven names from which each representative shall alternately strike one name until only
15 one name remains; this person shall be selected to arbitrate the matter.

16
17 B. The parties shall stipulate to the arbitrator the issue(s) to be
18 decided. If the parties cannot agree, each party will submit a written statement defining
19 the issue(s) in their own terms to the arbitrator. The decision or decisions of the
20 arbitrator shall be announced in writing to the parties within thirty days following the
21 hearing of the arbitration and shall be final and binding on both parties. The expenses
22 of the arbitration shall be borne equally by the Medical Center and the Association.
23 Each party shall bear the expenses of its own representation and witnesses.

24
25 C. It is further understood and agreed that the arbitrator's decision
26 may provide retroactivity not to exceed six months calendar days from the date of the
27 written filing of the complaint set forth in this Section.

28
29 D. The jurisdiction of the arbitrator shall be confined in all cases
30 exclusively to questions involving the interpretation and application of existing clauses
31 or provisions of this professional Agreement. The arbitrator shall not have authority to
32 modify, add to, alter, or detract from provisions of this Agreement.

33
34 **7.7 Nurse Representatives.** One bargaining unit nurse representatives shall
35 be released from duty on paid time to attend disciplinary and grievance meetings when
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1 staffing allows. If release time is unable to be granted during work time, the nurse
2 representative shall be paid for their time to attend disciplinary and grievance meetings.
3 The nurse representative shall be paid their regular rate of pay for their time and shall
4 not receive overtime or other premium pay.

5
6 **7.8 Association Investigation of Grievances.** The Association, including
7 nurse representatives, shall give advance notice to the designated Human Resources
8 representative prior to conducting an investigation of a grievance or potential grievance
9 in a work area.

10 11 **ARTICLE 8 – HOURS OF WORK**

12 **8.1 Work Week .** The work week shall be from 0000 hours on Sunday
13 through 2359 hours on Saturday. Nothing in this or any other provision of this
14 Agreement constitutes a minimum guarantee of work.

15
16 **8.2 Voluntary Alternatives.** Weekend tours of duty or alternate schedules
17 requested in writing by a nurse may be arranged by mutual agreement with the
18 appropriate department/division head, and shall not be subject to such time and one-
19 half premium pay provisions described in Article 9.4 that are specifically waived by the
20 nurse.

21
22 **8.3 Advance Authority.** A nurse will be expected to obtain proper advance
23 authorization, except in an emergency, from an appropriate supervisor for work in
24 excess of the nurse's workday or workweek. The Medical Center will not discourage
25 any nurse from seeking advance authorization.

26
27 **8.4 Shift Lengths.** Shift lengths may consist of eight, nine, ten or twelve
28 hours. The Medical Center reserves the right to create positions consisting of eight,
29 nine, ten or twelve hours, which shall be subject to the established posting criteria set
30 forth in Article 13. Shift lengths of shorter duration may be established as defined in
31 Appendix F.

32
33 Quarterly position controls shall be provided the Association that include open
34 vacant and travel positions, FTE, shift and shift length.

1 **8.4.1** The nurse concerned shall be scheduled on the basis of a forty-
2 hour work week. Nurses who work regular schedules involving shifts of more
3 than eight hours shall be paid daily overtime for hours worked in excess of the
4 applicable scheduled shift hours, instead of eight hours.

5
6 **8.4.2** Five or more consecutive nine- or ten-hour shifts, or four or more
7 consecutive twelve-hour shifts, shall not be scheduled without the written consent
8 of the affected nurse, which may be rescinded upon written notice at least ten
9 days in advance of posting of the next work schedule.

10
11 **8.4.3** Whenever the initiation of a nine, ten- or twelve-hour shift is
12 contemplated, and at least a portion of the hours for such shift are currently being
13 worked in an eight hour position, the Medical Center must offer these shifts to all
14 staff and/or charge nurses on the same nursing unit. If the Medical Center
15 cannot accommodate the resulting multiple requests for these shifts, the most
16 senior nurse(s) requesting such shift(s) shall be granted such shift(s). The
17 Association shall be notified in writing of the available shifts, applicants, and final
18 appointments for each such shifts when it is granted.

19
20 **8.4.4** In the event the Medical Center proposes any one of the following
21 changes in a unit shift length mix which:

- 22 1. initiates a new shift length,
23 2. eliminates a shift length, or
24 3. significantly changes the shift length mix

25
26 The Medical Center shall not proceed with the aforementioned changes
27 without prior consultation with and consent of the Association, and such consent
28 shall not be arbitrarily or capriciously withheld.

29
30 The Labor Management Committee shall collaboratively develop a work
31 force analysis to inform the committee of the needs and wants of the workforce
32 as it relates to shift lengths.

33
34 **8.4.5** A change in work day duration under this section will not be
35 deemed to have resulted in a vacancy, provided that the change falls within the
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1 language of Article 13.6. Positions consisting of regularly scheduled shifts of
2 different duration may be created only by mutual agreement between the nurse,
3 the Medical Center and the Association. When vacated, the shift(s) shall first be
4 offered to the remaining nurses on the unit and shift in order of seniority.

5
6 **8.4.6** Mutually arranged shifts under this section that are not subject to
7 the Article 13 filling of vacancy provision are subject to discontinuance upon
8 written notice by either the Medical Center or the nurse within a four-month trial
9 period from the date of initiation of the schedule change and at least thirty days in
10 advance of posting of the next work schedule. Discontinuance shall be by
11 mutual consent following this trial period.

12
13 Any nurse whose schedule is voluntarily or involuntarily discontinued in
14 accordance with the foregoing paragraph shall be returned to a substantially
15 equivalent position on the nurse's current unit and shift no later than when the
16 appropriate period of notice is complete. If no such position is available, then the
17 nurse shall have the opportunity to move into (1) other open and available
18 positions, or (2) a per diem position on the nurse's current unit and shift

19
20 **8.4.7 Combined 8/12-hour positions.** Positions consisting of
21 combinations of eight- and twelve-hour positions shall not occur without mutual
22 agreement between the nurse, the Medical Center and the Association unless as
23 outlined in 13.6 or in Appendix F, Short Shift Positions.

24
25 **8.5 Meal and Rest Periods.** The parties acknowledge the requirements and
26 importance of rest and meal periods for nurses. The basic workday shall be eight hours
27 to be worked within eight and one-half hours, including a one-half hour unpaid, duty free
28 meal period; and one fifteen-minute paid rest period during each four-hour period of
29 work. The Medical Center must maintain each unit's staffing plan at all times throughout
30 the shift including during meal and rest break coverage. The Medical Center shall
31 arrange for coverage if break relief is necessary. If rest or meal periods are missed due
32 to the nature and circumstance of work in an acute care facility including emergent
33 patient care needs, the safety and health of patients, availability of other nurses to
34 provide relief, and intermittent and unpredictable patient census and needs,
35 arrangements will be made to provide rest periods at alternative times during the shift.

1 Rest periods may be allowed in conjunction with the meal period or combined and taken
2 separately from the meal period. Every reasonable effort shall be made to
3 accommodate a nurse's request to combine their thirty-minute meal period with one rest
4 period. If a nurse is unable to take either a thirty-minute meal period or a rest period it is
5 the nurses' responsibility to inform his or her manager or designee. The designee may
6 be the charge nurse or facilitator. If a nurse is not able to take a thirty-minute meal
7 period, the nurse will be paid for such 30 minutes. Missed break or meal periods due to
8 patient care requirements or accurate reporting of missed meal or rest periods shall not
9 constitute a basis for disciplinary action. There will be no public or publicized criticism
10 of individual RNs for missing meal and/or breaks or for accurate reporting.

11 **8.5.1 Unit plans.** Each nursing unit will maintain a written plan designed
12 to provide meal and rest periods in accordance with Section 8.5. This plan will
13 be a component of the unit staffing plan. Based on the unit's written plan the
14 Medical Center shall provide an appropriate skilled nurse to relieve other
15 scheduled nurses for their meal and rest breaks. Plans will be modified by the
16 Unit Based Practice Council (UBPC) and ratified by consensus of the manager
17 and a majority of the staff nurses on each unit. If consensus is not reached, the
18 plan(s) will be referred to the staffing committee as a designated hot spot. These
19 plans may include the use of short shift positions as referenced in Paragraph 2.A
20 of Appendix F, and/or positions with alternative start times, to facilitate meal and
21 rest periods. The Medical Center will make a reasonable effort not to regularly
22 assign charge nurses or facilitators a primary patient assignment, unless
23 otherwise agreed to, so that they may assist in meal and rest period coverage;
24 provided that this provision will not interfere with the staffing needs of smaller
25 nursing units as determined at the unit level. The Medical Center will schedule
26 sufficient staff to implement each unit's plan. The Medical Center will provide
27 copies of unit plans to the Association.

28
29 **8.5.2 Monthly Review of Meal and Rest Period Data.** Data indicating
30 the number and percentage of missed meals and breaks for all nursing units
31 shall be provided to the Association, the Labor Management Committee, the
32 Staffing Committee and UBPC chairs on a monthly basis. The parties will review
33 trends in all nursing units to determine if meal and break plans are adequate to
34 ensure nurses are receiving their uninterrupted meal and rest breaks. This data
35 will also be used by the Staffing Committee and Labor Management to oversee

1 the development of action plans developed by the UBPC for units that are not
2 successful and to identify best practices. The goal is to work collaboratively to
3 find a way to solve the problem of missed meals and breaks.

4
5 **8.6 Work Schedules.** Time schedules shall be posted at least fourteen
6 calendar days in advance of the applicable four-week cycle.

7 **8.6.1 Per diem nurses.** Per diem nurses shall be offered the following
8 opportunities: (1) to be placed on the schedule prior to temporary and “agency”
9 nurses; (2) to commit to available work before such work is contracted to traveler
10 nurses; (3) to be scheduled for available shifts in their unit and shift prior to per
11 diem nurses who are assigned to a different unit or shift or who normally work a
12 different length shift; and, (4) following the posting of the schedule, to work
13 available shifts on the schedule prior to regular nurses seeking to work extra
14 shifts. Regular nurses have first priority for available extra shifts prior to the
15 posting of the schedule. Per diem nurses within the same unit and shift and with
16 the same shift length shall initially be offered a substantially equivalent number of
17 available shifts. Among such nurses, subject to the equitable distribution of
18 available shifts, individual shift preferences shall be accommodated in order of
19 seniority. In order to be considered, individual shift preferences must be made
20 known to the Medical Center no later than fourteen days prior to the posting date.
21 For purposes of this paragraph, “shift” shall mean day shift, evening shift or night
22 shift.

23
24 **8.6.2 Deviation from scheduled times.** In preparing a schedule for
25 posting for the Operating Room, PACU, Cath Lab, Endo, Endoscopy Clinic,
26 PAT/Anesthesia Clinic, SPA, CPR, Cardiac Surgery Team and I.V. Therapy
27 units, the Medical Center will not, without the nurse’s consent, deviate from a
28 nurse’s usual scheduled times for beginning and ending work by more than two
29 (2) hours. For all other units, the Medical Center will not, without the nurse’s
30 consent, deviate from a nurse’s usual scheduled times for beginning and ending
31 work.

32
33 **8.6.3 Post-schedule modification of scheduled times.** After a
34 schedule is posted, a nurse’s scheduled times to begin and end his/her shift
35 during that period will not be modified without the nurse’s consent, except (a) as
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1 allowed under Article 8.7, or (b) in connection with not working scheduled hours
2 under Article 14.2. Changes in a nurse's usual scheduled times for beginning
3 and ending work, without the nurse's consent, shall be in response to specific
4 assignment needs and shall last for as brief a period as possible.

5
6 **8.6.4 Deviation from anticipated days off.** In the event that scheduling
7 needs on a unit and shift require deviation from a nurse's anticipated days off,
8 the Medical Center shall seek volunteers first. In addition, the Medical Center
9 shall notify per diem nurses of the holes in the schedule prior to changing a
10 regular nurse's pattern. Deviations from anticipated days off shall be distributed
11 equally among nurses on the unit and shift. If it is necessary to change a nurse's
12 anticipated days off, the Medical Center shall notify the nurse prior to the posting
13 of the schedule by work email or as otherwise agreed to between the Medical
14 Center and the nurse.

15
16 **8.6.5 Mandatory overtime.** Per the Oregon Hospital Staffing Law ORS
17 441.166 (4) (a &b), a nurse shall not be required to work beyond his/her regularly
18 scheduled shift except that the Medical Center may require an additional hour of
19 work beyond the work authorized if a staff vacancy for the next shift becomes
20 known at the end of the current shift or there is a potential harm to an assigned
21 patient if the nursing staff member leaves the assignment or transfers care to
22 another staff member. Mandatory overtime may not be assigned on a routine
23 basis. The Association and the Medical Center agree that every reasonable
24 effort should be made to obtain nurses for unfilled hours or shifts before requiring
25 a nurse to work overtime, including filling known vacancies in the posted work
26 schedule immediately prior to the start of the shift, offering premium pay and the
27 utilization of agency nurses when available. As part of its effort to avoid
28 mandatory overtime, the Medical Center will offer to bargaining unit nurses who
29 are not already assigned to work the shift the highest incentive pay being paid on
30 the unit and shift, without regard to incentive pay eligibility exclusions. The
31 Medical Center will fully comply with Oregon State legislation that limits and
32 regulates circumstances under which a nurse may be required to work overtime.
33 The Medical Center shall provide a process for recording the nature of overtime
34 worked by a nurse as voluntary or mandatory.

1 When circumstances beyond the Medical Center's control require
2 modifications to a nurse's usual scheduled times for ending work, the Medical
3 Center shall immediately notify the Association and explain the circumstances in
4 accordance with current protocol. This protocol will be reviewed annually, or
5 more frequently if modified, at the Labor Management Committee. The Medical
6 Center shall also notify the Association in a timely manner, and in writing, of the
7 impacted nurse's name, number of required hours worked, shift and unit. In such
8 an event, when there are no volunteers for the additional assignment, the work
9 shall be assigned in order of reverse seniority in semiannual periods, beginning
10 with the least senior qualified nurse working within the nursing unit where the
11 staffing need arises, provided that a nurse who is working hours beyond his or
12 her regularly scheduled position hours shall be the last qualified nurse to be
13 assigned the work. A nurse who volunteers to work in lieu of another nurse
14 designated to work the additional assignment shall be credited for working the
15 assignment for purposes of the rotation described above.

16
17 No nurse shall be required to work when the nurse, in his or her judgment,
18 is unsafe to perform patient care duties. For all required work under this
19 paragraph, a nurse shall be compensated at not less than the highest premium
20 rate of pay being paid on the nurse's unit during that particular shift.

21
22 **8.7 Assignment to Non-Regularly Scheduled Shift.** Regular nurses (not
23 including those in a formal, specific training program and/or orientation) generally are
24 not to be assigned to a variable shift or to rotate shifts, unless at the nurse's request. In
25 order to handle specific assignment needs, however, the Medical Center may assign
26 regular nurses to work on shifts other than (or in addition to) the shift on which they are
27 regularly scheduled. For purposes of this section, "shift" shall mean day shift, evening
28 shift or night shift. The Medical Center will provide the nurse with a minimum of two
29 weeks' notice prior to assigning to an alternative scheduled shift.

30
31 Whenever possible, qualified nurses who have indicated their willingness to be
32 assigned will be assigned first. The assignment of other qualified nurses, whose
33 qualifications to perform the duties required are substantially equal, shall be on a
34 rotational basis by seniority per selected shift beginning with the least senior such

nurse(s), unless otherwise agreed to by the Medical Center and the directly affected nurses.

8.7.1 A nurse's assignment in such rotation shall be for a maximum of one month of work, exclusive of scheduled PTO. Upon completion of such assignment, the nurse shall not again be assigned in the rotation until all other eligible nurses in the unit have been assigned in the rotation. The Medical Center shall not assign more than four unit nurses to non-regularly scheduled shifts for a maximum of one cycle without consent of the Association.

8.7.2 Nurses shall be exempt from such rotation if they are (1) among the top twenty percent of regular nurses on the most recently issued housewide seniority list, and (2) among the top thirty percent of most senior nurses within their unit and shift.

8.7.3 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.

8.7.4 A nurse assigned to a non-regularly scheduled shifts shall maintain his/her FTE work status on the newly assigned shift and will not be required to work additional scheduled hours on other shifts

8.8 Temporary Assignments. A nurse may, with the nurse's consent, be assigned temporarily to a higher non-bargaining unit or charge position. A nurse may also, with the nurse's consent, be assigned to facilitate. A nurse may also be assigned to facilitate without the nurse's consent, provided that (1) there is no willing and qualified oriented nurse available to fill the assignment, (2) the assignment occurs on a shift that the nurse is already scheduled to work, and (3) the nurse is qualified and fully oriented to facilitator duties. The Medical Center shall always first seek qualified volunteers to be oriented to facilitator duties, but in the absence of volunteers, shall have the right to orient qualified nurses to the role of facilitator. When a temporary assignment occurs, the nurse shall be compensated for such work at his/her current rate of pay plus the applicable differential or the difference in rates between the hourly base rates of the two positions.

1 If a nurse voluntarily takes a temporary assignment, they shall have the right to
2 return to their position, with in-unit seniority restored. However, if the temporary
3 assignment exceeds three months, the nurse shall have the right to return to their
4 position, if available, or to his/her original unit as a per diem nurse. A nurse shall not be
5 required to stay in a temporary assignment for greater than three months.

6
7 **8.9 Orientation.** When a nurse is newly hired for assignment to a specific
8 unit or transferred to an established position in a unit, the Medical Center will provide
9 the nurse with sufficient orientation to the unit and its patients that allows the nurse to
10 reach core competency. Based upon the nurse's previous clinical experience and the
11 similarity of skills to those the nurse already possesses, the nurse and the nurse's
12 supervisor will mutually agree on the length of orientation in the applicable nursing unit.
13 The Medical Center will take into consideration the nurse's expressed needs in
14 determining the individualized orientation. Nurses shall not be required to work
15 additional hours to orient on other units.

16 **8.9.1** The Staffing Committee may create unit clusters for purposes of
17 cross-orientation. The Medical Center may require cross-orientation of a nurse
18 to any or all units in his or her cluster. In the event of such a requirement, the
19 Medical Center will provide the nurse with sufficient cross-orientation
20 opportunities and opportunities to be scheduled in other units within the approved
21 cluster. The Medical Center will provide the nurse with sufficient orientation to
22 the unit(s) layout, procedures, meal and rest period plans and its patient
23 population. Based upon the nurse's previous clinical experience and the
24 similarity of skills to those the nurse already possesses, the nurse and the
25 appropriate supervisor(s) will mutually agree on the length of orientation in the
26 applicable nursing unit. The Medical Center will take into consideration the
27 nurse's expressed needs in determining the individualized orientation.

28
29 **8.9.2 Float pool nurses.** The Medical Center shall maintain a separate
30 Float Pool for each Sacred Heart Campus (Riverbend and University District)
31 however the Critical Care Float Pool RNs will support units in both campuses
32 (RiverBend Emergency Department; OHVI 4, the Intermediate Care Unit and the
33 University District Emergency Department). Float pool unit nurses may be
34 required to orient to up to four nursing units within their first year in the float pool
35 after such time they may request to orient to additional units at either campus

1 upon need and approval of the float pool manager or designee. Nurses will be
2 required to maintain competency in each unit in which they work and will be
3 scheduled in those units to maintain skills.

4
5 Positions will be posted with designation for University District, RiverBend
6 or Critical Care Float pool.

7
8 The Medical Center will make best efforts to minimize floating between
9 RiverBend and University District. Float Pool nurses shall be utilized to staff their
10 designated campus prior to being utilized to fill holes in staffing at the other
11 campus. If there are no staffing needs at their designated campus and a need
12 arises, the manager will seek volunteers. If there are no volunteers, the Medical
13 Center shall assign based on competency and an equitable rotation. The
14 rotation plan shall be developed by the Float Pool UBC. For each unit to which a
15 float pool nurse is required to orient, the nurse will receive sufficient orientation to
16 allow the nurse to have the documented competencies and skills required to
17 provide direct care to patients on the unit. The provisions of Section 8.9.1 apply
18 equally to Float Pool Unit nurses.

19
20 Float pool nurses may participate in both float pool and unit specific staff
21 meetings and in services and will be paid for their time.

22
23 **8.10 Floating.** A nurse who is scheduled to work on his/her regular unit may
24 be required to float to any other nursing unit, except that nurses in the Women's and
25 Children's Complex (NICU, Labor and Delivery, Pediatrics and Mom/Baby) will not be
26 required to float to units outside of the complex. A nurse shall not be required, but may
27 volunteer, to float more than once in a shift regardless of the designated shift length of
28 the nurse. However, no nurse with less than six months experience in an acute care
29 setting shall be assigned to float to another unit. UBC guidelines may require a nurse to
30 have more experience prior to floating into a unit.

31 **8.10.1 Float assignments.** Nurses shall receive float assignments
32 commensurate with their skills, competencies and the patient populations to
33 which they have been oriented. Among nurses on a unit who are competent to
34 perform a float assignment, volunteers shall be first, followed by agency, traveler
35 and temporary nurses, then float pool nurses, and then by an equitable system of
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1 rotation among the remaining nurses on the unit. All nurses shall have the ability
2 to view the floating tracking data for their unit. The system of rotation shall be in
3 accordance with float guidelines established between the unit manager(s) and a
4 majority of the nurses on the nursing unit. These float guidelines shall be written
5 and available for review on each nursing unit. At a minimum, nurses assigned to
6 float will receive or will have previously received basic information needed to
7 work on the unit, including unit layout, location of supplies, and essential unit
8 protocols prior to receiving a patient assignment. If a nurse at any time during
9 the float assignment process determines in his or her professional judgment that
10 the nurse does not have the skills or experience required for the assignment, the
11 nurse's judgment will be respected. In that situation, another nurse who has
12 received sufficient orientation may be floated, or the assignment shall be
13 modified. A charge nurse may be required to float when not assigned to perform
14 the duties of the charge nurse for that shift. A bargaining unit nurse who is
15 assigned primary preceptor duties for that shift shall not be subject to the float
16 rotation for that shift. The Medical Center shall make best efforts to minimize
17 floating between the RiverBend and University District campuses after the start of
18 their shift and will seek volunteers prior to assigning such floating. Nurses shall
19 not be required, but may volunteer, to float for a partial shift at each campus
20 (RiverBend or University District). Any nurse required to float to a different
21 campus, outside of their home unit, must have received prior orientation to the
22 campus, to the unit(s) layout, procedures, meal and rest period plans and its
23 patient population.

24
25 **8.10.2 Supplemental assistance.** In addition, any nurse may be required
26 to provide supplemental nursing care on any unit where the need arises, without
27 specific unit orientation, provided that the nurse may refuse any specific
28 component of such an assignment that the nurse, in his or her professional
29 judgment, does not assess is appropriate. In such a case alternate nursing care
30 duties will be assigned in the unit. This right of first refusal shall be limited to
31 units where the nurse has not completed orientation specified in Section 8.9. All
32 such assignment of nursing care shall be consistent with licensure requirements
33 for registered professional nurses in Oregon. Such a nurse shall not be required
34 to take a primary patient care assignment, but shall be expected to perform the

functions identified in the list of supplemental assist functions formulated by the Staffing Committee.

8.11 Report Pay. If the Medical Center is unable to utilize a nurse who reports for an assigned shift, he/she shall be paid four 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 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.

8.12 On-Call Scheduling. Written on-call scheduling, utilization, and compensation 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.

8.12.1 The Medical Center shall only have the right to implement changes in such guidelines after having notified and bargained with the Association over such proposed changes (either to agreement or to impasse) during the term of this Agreement.

8.12.2 Notwithstanding the foregoing, in any nursing unit where on-call scheduling is voluntary, such scheduling shall remain voluntary for the duration of this Agreement.

8.12.3 Mandatory on-call shifts shall be scheduled by the Medical Center in no less than eight-hour increments, except as follows: An option for four-hour on-call shifts may be made available by the Medical Center to nurses who consent to meet their mandatory on-call requirement in less than eight-hour increments. These four-hour on-call shifts shall be limited to 0700 to 2300. Moreover, two-hour call shifts may be made available to nurses on a voluntary basis and shall be paid at the mandatory call rate set forth in Section 9.7.1.

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.

8.13 Schedule Exchanges. There are no restrictions on the number of uneven schedule exchanges a regular nurse can take with PTO provided that the replacement on the schedule is qualified to do the work. Per diem nurses may also arrange unlimited uneven schedule exchanges with other per diem nurses. Even schedule exchanges must occur within a period of thirty days, and even exchanges between nurses on different shifts shall be limited to three per nurse per work cycle except for exchanges made for educational purposes. Notwithstanding the preceding sentence, even exchanges of scheduled call for nurses in the Operating Room may occur within two consecutive work cycles. Although no schedule exchange 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 assigned by the Medical Center after the schedule is posted and performed by the nurse following the approval of the exchange. Uneven schedule exchanges can only be submitted after the schedule is posted, unless the request is needed to complete an otherwise approved PTO request for a block of four scheduled days or more. The Medical Center may deny an uneven schedule exchange request only if the nurse making the request is not qualified, the exchange will result in overtime or premium pay, or the request is made within seven calendar days of the requested exchange.

8.13.1 Nurses with an FTE appointment of 0.7 or above may take a maximum of five uneven schedule exchanges without PTO use within a calendar year. All other uneven schedule exchanges, including all uneven schedule exchanges taken by regular nurses with less than a 0.7 FTE, shall be taken with PTO. An uneven schedule exchange of any part of one shift shall be considered one exchange, unless exchanges from more than one nurse are required to cover one shift on a nurse's schedule.

8.13.2 Schedule exchanges made for the purpose of conducting hospital business (committees, education/in-service, etc.) do not constitute uneven schedule exchanges.

ARTICLE 9 – COMPENSATION

9.1 Progression. Progression through the salary range for nurses shall be one step at a time and shall be automatic on an annual basis, and the step increase shall be effective at the beginning of the pay period following the later of the nurse's anniversary or adjusted anniversary date of employment as a nurse.

9.2 Wage Rates and Additional Compensation.

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

9.2.2 Payment in excess of contract provisions. This contract should not be construed to limit the Medical Center's right to reward an individual nurse's performance over and above the prescribed conditions called for in this Agreement.

9.2.3 Pay enhancement plans. The Association further acknowledges that the Medical Center has the right to compensate nurses over and above the amounts set forth in this Agreement in response to needs for limited periods of time. The Medical Center agrees to notify the Association of all new pay enhancement plans prior to implementation. The Medical Center further agrees to consider prior to implementation all reasonable objections, suggestions and/or concerns raised by the Association within ten calendar days after such notification. At the time of implementation of the plan, the Medical Center shall provide terms, including criteria, of the plan to the Association.

a. In the event the Medical Center activates a pay enhancement plan (including reactivation of a Critical Staffing Incentive or On-Call/Called-In plan) for specific time periods in specific units, then regardless of when during the work cycle the commitment to perform additional work has occurred, all nurses who meet the criteria for such additional compensation during the specified time period in the specified unit(s) shall be entitled thereto.

b. The Medical Center shall provide notice to all nurses within the affected nursing unit and shift of the activation of an intermittent pay enhancement plan as soon as a determination of its availability is known.

Such notice may be actual or constructive. The intent of this provision is to provide notice of the terms of the plan to such eligible nurses.

9.2.4 Compensation for extra shifts. The Compensation for Extra Shift (“CES”) incentive plan will continue in effect for the duration of this Agreement. Under the terms of this plan, a CES differential of \$19.00 per hour shall be paid during a shift designated by the Medical Center as a CES eligible shift to any nurse who is eligible for the differential under the terms of the plan. Effective the first full pay period following July 1, 2022, the CES differential shall increase to \$20.00 per hour.

a. A nurse shall not be eligible for the CES differential if the nurse is being paid premium pay for the same hours worked pursuant to Section 9.4, with the exception of overtime pay under Section 9.4.1 or holiday pay under Section 9.4.6.

b. Regularly scheduled nurses are eligible for CES pay if they are working in excess of their assigned FTE during the CES eligible shift. Hours that count toward a nurse’s FTE to determine eligibility are set forth in the Medical Center’s CES guidelines.

c. Per diem nurses must have worked two shifts at the regular or holiday rate of pay in the previous pay period in order to be eligible for CES pay in the current pay period.

d. Nurses who are eligible for the CES differential during a CES eligible shift shall be deemed to be working at a premium rate of pay for purposes of placement on low census under Section 14.2.

9.3 Credit for Prior Experience. Nurses shall receive credit for years of relevant experience and placed on the applicable pay step as determined by the employer. A nurse that disagrees with their step placement may request a review by Human Resources within thirty days of their hire with PeaceHealth.

9.4 Overtime and Premium Pay. A nurse shall be paid at the rate of one and one-half times the nurse’s regular hourly rate of pay for all hours worked in any one

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category listed below, including statutory overtime pay under 9.4.1 or premium pay under Section 9.4.2 through Sections 9.4.6. Whenever such premium is payable for hours worked under one category, such hours will not be considered again for determination of premium payments under another category.

9.4.1 Overtime. In excess of forty hours worked within the standard workweek as defined in Article 8.1. (This forty-hour workweek provision may be modified by mutual consent between the nurse and the Medical Center to provide for an eighty-hour work period within fourteen consecutive days. Under this arrangement, the nurse will, consistent with federal and state laws, be paid overtime for hours worked in excess of eight in a day or eighty within such period instead of forty within the standard workweek.)

9.4.2 Sixth and consecutive day. On the sixth consecutive day worked, and each subsequent consecutive day worked, following five consecutive days already worked, unless waived by mutual agreement. To qualify as a consecutive day of work under this paragraph, the nurse must have worked four or more hours in such day.

a. Any day worked, regardless of the nurse's rate of pay for that day, will count toward sixth and consecutive day pay under this section. For purposes of this section, "day" is defined as the calendar day on which the nurse's scheduled shift begins. All time worked during or contiguous to this scheduled shift is considered time worked on the day the scheduled shift begins. In the event a nurse works a portion of a shift that is not part of or contiguous to a scheduled shift, the work is considered to have occurred on the day the worked shift begins.

b. The Medical Center may cancel any day of work to break the consecutive day cycle, if it notifies the nurse in person or makes a reasonable effort to notify the nurse by telephone of the cancellation at least twelve hours prior to the beginning of the shift to be cancelled.

c. If a nurse volunteering for additional work may thereby be entitled to consecutive day premium pay under this provision, the nurse shall note such entitlement on the appropriate sign-up sheets. If a nurse may be entitled to such pay as a result of working on another unit or

1 engaging in an activity outside of the nurse's unit, the nurse shall so notify
2 his or her unit manager or designee by email prior to accepting such work
3 or engaging in such activity. In the event that the nurse has been
4 requested by the Medical Center to perform work on short notice, email
5 notification after accepting the assignment is sufficient. Failure of the
6 nurse to satisfy either obligation above shall render the nurse not eligible
7 for premium pay under this provision.

8
9 d. This section shall be subject to the terms of Section 8.13
10 regarding schedule exchanges.

11
12 **9.4.3 Excess of standard shift.** Hours worked in excess of the nurse's
13 standard shift in each day, which is defined as a period commencing at the
14 beginning of a nurse's regularly scheduled shift and terminating twenty-four
15 hours later.

16
17 **9.4.4 Consecutive weekends.** On any consecutive weekend which is
18 not a regularly scheduled weekend for the nurse, provided that a nurse shall not
19 be eligible for premium pay under this provision more frequently than every other
20 weekend. A nurse shall not be regularly scheduled to work consecutive
21 weekends.

22 a. Exempt from this provision are those nurses who have
23 agreed in writing to work schedules calling for consecutive weekend work,
24 and those nurses who express a desire in writing to work consecutive
25 weekends when work is available. Nurses who have agreed in writing to
26 work consecutive weekends may withdraw such authorization in writing
27 with two cycles notice to their manager.

28
29 b. A weekend is defined as Saturday and Sunday for the first
30 and second shifts; and, for the third shift, Friday and Saturday or Saturday
31 and Sunday, as designated by the Medical Center upon a nurse's
32 employment (or, for nurses employed on the execution date of this
33 Agreement, the weekend days they have been primarily working), or
34 subsequently upon a nurse's change of unit, shift, hours or position title.

1 **9.4.5 Call-back.** Time actually worked on a call-back during a nurse's
2 on-call shift under Article 9.7, for a minimum of two hours. A nurse who based
3 on the Medical Center's operational needs, volunteers to be called in to work in
4 the labor and delivery nursing unit shall be placed in an on-call status and be
5 subject to the terms of this provision.
6

7 Nurses who are scheduled to be on-call at the conclusion of their shift and
8 stay beyond their scheduled stop time for a minimum of thirty minutes shall be
9 eligible for call-back and the two-hour minimum. Time worked less than thirty
10 minutes will be considered excess of standard shift, in accordance with Article
11 9.4.3.
12

13 **9.4.6 Holiday pay.** If a nurse is scheduled or requested by the Medical
14 Center to work on any of the following holidays, he/she will be paid one and one-
15 half times his/her regular hourly rate of pay for all time worked on such holiday:

16 New Year's Day
17 Memorial Day
18 Independence Day
19 Labor Day
20 Thanksgiving Day
21 Christmas Eve
22 Christmas Day

23 A nurse shall be eligible for holiday pay even if he/she is also eligible for
24 premium or overtime pay during another day worked as a result of working on the
25 holiday. Holiday pay shall apply for all hours worked from 11:00 p.m. on the day
26 preceding the holiday until 10:59 p.m. on the actual holiday. A nurse not
27 scheduled or requested to work on a designated holiday may choose to use PTO
28 or take time off without pay. Nurses shall not be scheduled to work above their
29 scheduled FTE during a holiday week.
30

31 **9.5 Charge Nurse Differential.** A nurse assigned to charge nurse
32 responsibilities shall be paid a differential of either \$3.60 per hour for the duration of the
33 nurse's assignment to a charge nurse vacancy in accordance with Article 13.3; or \$2.65
34 per hour worked when designated by the Medical Center to be a facilitator. Effective

1 the first full pay period following July 1, 2022, the charge nurse differential shall increase
2 to \$3.75 per hour and the facilitator to \$2.80 per hour.

3 4 **9.6 Shift Differential.**

5 **9.6.1 Evenings.** A nurse who works the second shift, including three or
6 more hours after 1500 hours, shall be paid a shift differential for all hours worked
7 after 1500 hours of \$2.80 per hour. Effective July 1, 2022 the evening shift
8 differential will increase to \$3.00.

9
10 **9.6.2 Nights.** A nurse who works the third shift, including three or more
11 hours after 2300 hours, shall be paid a shift differential for all hours worked after
12 2300 hours of \$7.15 per hour. Effective the first full pay period following July 1,
13 2022, the night shift differential will increase to \$7.50.

14
15 **9.6.3** Instead of the above, a nurse who is scheduled for a twelve hour
16 shift or a nurse who is working on a call-back during an on-call shift will be paid
17 evening shift differential for all hours worked between 1500 and 2300 hours, and
18 night shift differential for all hours worked between 2300 and 0700 hours, at the
19 applicable rates set forth above.

20
21 **9.6.4** Nurses in eight-, nine-, or ten-hour shift positions as of June 30,
22 1995, whose scheduled start times are not at 1500 or 2300 and who have been
23 receiving evening or night shift differential for all hours worked on their shift, shall
24 continue to receive such differential until they vacate their position.

25
26 **9.7 On-Call.** On-call compensation shall be paid when a nurse has been
27 placed on "on-call" status. Such nurse will remain available to report to work on short
28 notice if called by the Medical Center.

29 **9.7.1 Rate of pay.** A regular nurse scheduled for an on-call shift, or who
30 is scheduled to work but is notified in advance of the scheduled shift to be on-call
31 instead, shall be paid \$4.00 per on-call hour, whether or not the nurse is called
32 back while on-call. The rate shall be \$5.00 per on-call hour for mandatory call.

33
34 **9.7.2 Next day off.** Provided a nurse makes sufficient advance request,
35 such nurse scheduled as defined above for an on-call shift may have Monday off
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1 without compensation following a weekend on-call, or the following day off if the
2 on-call period falls during the week, or the nurse experienced repeated or lengthy
3 call-backs during the on-call period.

4
5 **9.8 Call-In.** When a nurse who is not scheduled to work and not on call is
6 called in to work because of increased patient census, patient acuity, or unexpected
7 patient care needs, the nurse shall be paid a minimum of four hours' pay.

8
9 **9.9 Overpayments.** If a nurse is paid more than required under this
10 Agreement, the Medical Center may obtain reimbursement by payroll deduction, if
11 agreed to by the nurse, for up to ninety days of such overpayments preceding the date
12 of the Medical Center's notification to the nurse of such overpayment. The Medical
13 Center will provide the nurse with a repayment plan within fifteen days after having been
14 notified of the overpayment. The amount of the overpayment and the basis for that
15 amount will be indicated in the plan. The nurse may request a meeting to verify the
16 overpayment error and the amount owed with a payroll representative via
17 teleconference. The nurse may also propose an alternate repayment plan at the
18 meeting or in writing within the above-referenced fifteen-day time frame. If the nurse
19 fails to respond within fifteen days after the proposed repayment plan is sent by e-mail
20 and by certified mail, the nurse will be deemed to have accepted the plan as written.
21 The letter providing the repayment plan will advise the nurse of his/her rights under this
22 section. This section is without prejudice to any other legal means that the Medical
23 Center may have to obtain reimbursement for overpayments not covered by payroll
24 deduction.

25
26 **9.10 Weekend Work.** For weekend work on which the nurse is not eligible for
27 time and one-half pay under any provision of this Agreement (including for consecutive
28 weekend work under Article 9.4.4), the nurse will be paid a weekend differential of
29 \$2.00per hour worked. A weekend for purposes of this section shall be defined as all
30 hours between 1900 Friday and 0700 Monday, except that the differential shall not be
31 payable to nurses working a Friday shift that is scheduled to end either at 1900 or 1930
32 or to nurses working a Monday shift that is typically considered to be a day shift.

33
34 **9.11 Certification Pay.** A nurse who obtains and maintains a nationally
35 recognized nursing certification shall receive a differential of \$1.75per hour for all
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1 compensated hours. If initial certification is obtained during the prior calendar year, only
2 those hours that are compensated beginning with the first full payroll period subsequent
3 to certification shall be considered. An approved certification list shall be established by
4 mutual consent between the PNCC and the Chief Nurse Executive or designee and
5 shall be updated on an annual basis.

6 **9.11.1 Eligibility.** To be eligible for the commencement of certification
7 pay under this provision, the nurse must submit a document from the accrediting
8 body or testing facility which indicates that the nurse has successfully completed
9 the certification requirements. For continued pay eligibility under this provision,
10 the nurse must submit a document within 120 days following the commencement
11 of certification pay that provides verification of the nurse's certification, the
12 certification number, and the certification's beginning and end dates.

13
14 **9.12 Advanced Education Pay.** Nurses holding a baccalaureate degree in
15 nursing (BSN or BAN) will be compensated four percent (four percent above their
16 Appendix A rate and nurses holding a master's degree in nursing (MSN or MAN) will be
17 compensated five percent above their Appendix A rate.

18 **9.12.1 Eligibility.** To be eligible for the commencement of advanced
19 education pay, the nurse shall submit documentation in the form of a copy of their
20 transcripts, which indicate the degree awarded, or a copy of their diploma from the
21 accrediting program to the Human Resources Service Center. All new hires shall be
22 informed of this requirement in writing including the specific documentation required and
23 where to submit the documentation. Pay will commence the first full pay period
24 following the receipt of the documentation.

25
26 **9.13 Transport Differential.** A nurse who performs NICU patient transport
27 duties shall receive a differential of \$2.50 per hour for all hours in the assignment and a
28 \$150.00 stipend per transport. A nurse who performs any other patient transport duties
29 will receive, in addition to the nurse's regular rate of pay, either \$50.00 per transport in
30 the Eugene-Springfield metropolitan area or \$150.00 per transport outside of the
31 metropolitan area.

32
33 **9.14 Preceptor Pay.** A nurse assigned by the Medical Center to mentor new
34 nursing department nurses, RN and LPN students (but not including students whose
35 instructors are present at the facility) and surgical scrub technicians under the Medical
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Center's preceptor program shall receive \$2.50 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 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.

9.15 Interpreter Differential. Nurses shall be eligible to receive an interpreter pay differential in accordance with Medical Center policy. To be eligible for this differential, an employee must consistently use interpreter skills on the job at least fifteen percent of the employee's working time and pass the qualifying language proficiency examination. Occasional interpreting during the normal course of work does not qualify for the interpreter differential. The amount of such differential shall be seven percent of the nurse's straight rate of pay.

9.16 Payroll Practices. The Medical Center shall maintain payroll records and payroll practices in accordance with federal and state law. The Medical Center shall make available to nurses, on or before the designated payday for each pay period, detailed earnings data for each category of pay that allow the nurse to verify the accuracy of his or her compensation. The Medical Center shall also make available a readability key that defines the acronyms and categories that appear on a nurse's earnings statement. New hires will receive information related to time and attendance tracking and pay stub definitions as part of their orientation.

9.17 House Coordinator. A nurse assigned to House Coordinator responsibilities shall be paid a differential of \$6.00 per hour for the duration of the nurse's assignment.

9.18 Critical Care Float Pool. Critical care super float pool nurses who have completed their orientation as set forth in Section 8.9.2 shall be paid an hourly differential of \$3.00 above their Appendix A pay rate.

9.19 Float Pool. Float Pool nurses at both RiverBend and University District shall be paid an hourly differential of \$2.00 above their appendix A pay rate.

1 **9.20 Care of Sexual Assault Victim.** A nurse who is trained and/or certified in
2 the care of a sexual assault patient shall receive \$150.00 stipend per shift when they
3 perform such an exam. Nurses that receive national certification pay for SANE
4 pursuant to Section 9.11 shall not be eligible for this stipend.

5
6 **ARTICLE 10 – PAID TIME OFF**

7 **10.1 General Provisions.** Paid time off (PTO) provides compensated time off
8 for the nurse to use as he/she determines it best fits his/her own personal needs or
9 desires, as set forth below, for absences from work. PTO supersedes and is in lieu of
10 provisions for vacations, holidays and sick leave, except as specifically referred to
11 below.

12
13 **10.2 Eligibility.** All nurses regularly scheduled to work at least twenty hours
14 per week (excluding per diem and temporary nurses) are eligible for PTO. In addition,
15 per Oregon Paid Sick Leave Law, ORS 653.601 – 653.661 (2016) all nurses are eligible
16 for paid sick leave.

17
18 **10.3 Accrual.** PTO shall be accrued on the basis of hours compensated,
19 including hours compensated as PTO or extended illness bank time (but excluding on-
20 call hours compensated under Section 9.7, hours donated pursuant to Section 10.6 and
21 hours cashed out pursuant to Section 10.9), all of which are referred to as accrual base
22 hours, at the accrual rates set forth below.

23
24 **10.3.1 Accrual Rates.** Eligible nurses shall accrue PTO as follows:

25 a. First through fourth year of employment – 0.10385 hours of
26 PTO for each accrual base hour (approximately twenty-seven PTO days
27 [216 hours] per year for a full-time nurse).

28
29 b. Fifth through ninth year of employment – 0.12308 hours of
30 PTO for each accrual base hour (approximately thirty-two PTO days [256
31 hours] per year for a full-time nurse).

32
33 c. Tenth through fourteenth year of employment – 0.13846
34 hours of PTO for each accrual base hour (approximately thirty-six PTO
35 days [288 hours] per year for a full-time nurse).

1 d. Fifteenth through nineteenth year of employment – 0.14615
2 hours of PTO for each accrual base hour (approximately thirty-eight PTO
3 days [304 hours] per year for a full-time nurse).

4
5 e. Twentieth and subsequent year of employment – 0.15385
6 hours of PTO for each accrual base hour (approximately forty PTO days
7 [320 hours] per year for a full-time nurse). However, nurses accruing at
8 the rate of 0.15769 hours of PTO for each accrual base hour
9 (approximately forty-one PTO days [328 hours] per year for a full-time
10 nurse) as of June 30, 2013 shall continue to accrue at that higher rate.

11
12 f. There shall be a maximum PTO accrued balance for each
13 nurse of 600 hours. Once an accrual balance reaches 600 hours, accrual
14 shall stop until the balance is reduced below 600.

15
16 **10.4 Sick Time Bank.** Non-benefit eligible nurses shall accrue Oregon Paid
17 Sick Leave at the rate of one hour per every thirty hours worked This sick time is
18 accessible to non-benefit eligible nurse through their Sick Time Bank. Nurses
19 may accrue up to eighty hours in their Sick Time Bank. Up to forty hours may be
20 carried over for use in the following year.

21
22 **10.5 Use of PTO.**

23 **10.5.1** PTO may be used as soon as it is earned, up to the amount
24 accrued in the pay period immediately preceding the time off, in accordance with
25 the provisions of this Article. PTO may not be used in advance of its accrual, on
26 regularly scheduled days off, or to claim pay for time lost due to tardiness.

27
28 **10.5.2** Except where otherwise required by law or by a specific provision
29 of this Agreement, PTO must be used for all time off taken by a nurse. If the
30 nurse has no accrued PTO, unpaid time off shall be allowed for illness and
31 emergencies, and may be granted under other extenuating circumstances on a
32 case-by-case basis subject to approval by the nurse's supervisor. When
33 requests for scheduled time off conflict with staffing requirements, preference will
34 be given to PTO requests over requests for time off without pay.

1 **10.5.3** In anticipation of prime-time periods, as defined in nursing unit
2 guidelines, the Medical Center shall attempt to supply sufficient staff, including
3 temporaries and per diem personnel.
4

5 **10.5.4** Up to forty hours of a benefit-eligible nurses PTO may be
6 considered protected time that shall not be subject to the Medical Center's
7 Attendance and Punctuality Policy if the PTO is used for reasons eligible under
8 Oregon Paid Sick Leave Law.
9

10 **10.6 Donation of PTO.** A nurse may donate a minimum of one hour and a
11 maximum of 250 hours per year of his or her accrued PTO for the benefit of another
12 employee (1) who has a medical hardship and/or (2) who is a member of the
13 Association negotiating committee, subject to the following:

14 **10.6.1 Medical hardship.** A medical hardship for purposes of receiving
15 donated PTO is defined as a medical condition of an employee or a family
16 member. The hardship must require the prolonged absence of the employee
17 from work and result in a substantial loss of income because the employee has
18 exhausted all accrued time-off benefits. Employees wishing to donate PTO to
19 another employee shall complete a request to donate paid time off form.
20 Employees wishing to receive PTO donations shall complete the request to
21 receive donated paid time off form. These forms are located in the Medical
22 Center's paid time off policy.
23

24 **10.6.2 Negotiating committee.** Hours donated for the benefit of
25 members of the Association negotiating committee will be transferred by the
26 Medical Center to committee members as designated by the Association and will
27 be restricted to the time period of negotiations for a successor agreement.
28

29 **10.6.3 Irrevocable transfer.** Any hours donated through this process
30 shall be transferred to the other employee on an irrevocable basis.
31

32 **10.7 Requesting and Granting PTO.** PTO must, except in unusual
33 circumstances, be requested in advance of the time off desired. Consistent with the
34 Medical Center's and the nurse's responsibilities to provide adequate patient care, the
35 Medical Center will not unreasonably deny said request.

1 **10.7.1 Time parameters.** A nurse shall request the supervisor of his/her
2 unit to schedule time off by giving notice in writing to the staffing office at least
3 two full four-week work cycles but not more than six cycles prior to the date when
4 the earliest schedule covering such time off is to be posted. The Medical Center
5 will respond in writing to such request no later than thirty days after receipt of the
6 request. Preference for available time off on the nurse's unit and shift will be
7 given to the request for same received on the earliest date by the staffing office.
8

9 **10.7.2 Requests submitted during off-hours.** All PTO requests
10 submitted to the appropriate office when it is closed shall be considered as
11 noticed to the Medical Center the next working day for that office. PTO
12 submitted on a calendar day of Saturday or Sunday shall be considered noticed
13 to the Medical Center on the Monday immediately following the weekend. All
14 such requests shall be date stamped for Monday's date. Similarly, any PTO
15 request submitted on a holiday shall be considered as noticed to the Medical
16 Center on the following weekday.
17

18 **10.7.3 Requests submitted with less than two work cycles' notice.** If
19 a nurse requests time off with less than two full work cycles' notice, but at least
20 two weeks prior to the date when the earliest schedule covering such time off is
21 to be posted, the Medical Center will consider such requests in the order
22 received from among the nurses on the same unit and shift, to determine if
23 scheduling will permit accommodation of the requests. A nurse may also request
24 time off from his or her manager or designee after the schedule is posted. A
25 nurse requesting scheduled time off with less than two work cycles' notice runs
26 an increased risk of non-approval of the request due to non-availability of
27 adequate core staffing.
28

29 **10.7.4 Conflicting requests.** In the event two or more nurses on the
30 same unit and shift request the same period of time off and such requests are
31 received by the Medical Center on the same date, the Medical Center will seek to
32 accommodate the requests, but, in the event the scheduling will not permit, the
33 Medical Center will notify the nurses of the unresolved conflict. The senior such
34 nurse shall be given preference provided that (a) they request such seniority
35 preference in writing no later than five 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 years.

10.7.5 Scheduled Time Off. Regularly scheduled bargaining unit nurses performing direct patient care duties shall be granted scheduled time off, per nursing unit and shift, in the following numbers:

1. Where core staffing is one through four nurses, a minimum of one nurse shall be granted time off.
2. Where core staffing is five through eleven nurses, a minimum of two nurses shall be granted time off.
3. Where core staffing is twelve through nineteen nurses, a minimum of three nurses shall be granted time off.
4. Where core staffing is twenty through twenty-nine nurses, a minimum of four nurses shall be granted time off.
5. Where core staffing is thirty nurses or more, a minimum of five nurses shall be granted time off.

The following exceptions shall apply to the foregoing schedule:

- a. In the Cath Lab unit, a minimum of one regularly scheduled nurse per shift shall be granted scheduled time off.
- b. In the main operating room, a minimum of six regularly scheduled nurses per twenty-hour period combined shall be granted scheduled time off.
- c. In the Cardiac Surgery Team, a minimum of one regularly scheduled nurse shall be granted time off when core staffing is twelve nurses or fewer. When core staffing is thirteen through nineteen, a minimum of two regularly scheduled nurses shall be granted time off.

1 **10.7.6** Open or unscheduled positions shall not be considered in the
2 determination of a unit's core staffing base for purposes of these minimums.
3 Scheduled time off due to absences under FMLA/OFLA or worker's
4 compensation shall not be included in the minimums set forth above.

5
6 **10.7.7 Unscheduled time off.** When time off is requested without prior
7 approval due to an emergency or illness, a specific reason for the request is to
8 be given. A nurse requiring time off without prior approval and on short notice
9 must notify one departmental contact, as identified by Medical Center policy, as
10 soon as the employee becomes aware of the need, or at least three hours prior
11 to the starting time for the applicable shift.

12
13 **10.7.8 Rescission of authorized PTO.** The Medical Center may not
14 rescind PTO once it is granted. A nurse may rescind a PTO request up to thirty
15 days prior to the date when the schedule covering such time off is to be posted.
16 Thereafter, rescission of such requested time off may be accomplished only if the
17 Medical Center consents.

18
19 **10.8 PTO Unit Guidelines.** Each unit based council shall establish an ad hoc
20 committee of nurses only to develop PTO unit guidelines. These guidelines will be
21 developed with the consensus of the manager(s) and the unit based council. The
22 guidelines will be voted and approved by a majority of nurses on the unit. The vote
23 shall be conducted by an ONA unit representative or designee. Copies of the approved
24 guidelines will be kept on the unit and in Nursing Administration, and will be sent to the
25 Association. These guidelines shall address, at a minimum, (a) a definition of prime
26 time for the unit; (b) the number of staff who can be scheduled off at any time, including
27 prime time; (c) a fair and equitable system for assigning holidays, including New Year's
28 Eve; and (d) the number of pending PTO requests a nurse may maintain on the books
29 at any one time. These guidelines must be in compliance with this Article; they are
30 intended to supplement, but not replace, the provisions of this Agreement.

31
32 **10.9 Payment of PTO.**

33 **10.9.1** PTO will be paid at the time of use at the nurse's straight-time
34 hourly wage rate on the nurse's regularly scheduled shift and classification.

1 **10.9.2** All accrued but unused PTO will be paid upon termination. A nurse
2 may also cash out up to the full amount of PTO hours the nurse has accrued but
3 not used during the calendar year, provided that the employee makes an
4 irrevocable election during open enrollment in the preceding year. Such cashout
5 will be paid at any time after the PTO to be cashed out has accrued for the nurse
6 during the calendar year, as a one-time lump sum payment or as a per pay
7 period amount, but in no event later than December 31 of that year. Except as
8 otherwise provided in this Article, a nurse is not required to cash out accrued
9 PTO and may allow it to accumulate for future use or payment upon termination.

11 **ARTICLE 11 – LEAVES OF ABSENCE**

12 **11.1 General Provisions.** Upon completion of probation, a regular nurse may
13 be granted a leave of absence without pay. All such requests must be presented in
14 writing to the appropriate supervisor as far in advance as possible. Each case will be
15 reviewed and considered for approval by the Medical Center.

16 **11.1.1 Use of PTO.** A nurse will be required to take his or her accrued
17 PTO during the leave, except where required by law.

18 a. Notwithstanding the foregoing, for absences greater than
19 thirty days, a nurse will be allowed to leave up to eighty accrued hours
20 remaining in his/her PTO bank. Such a nurse shall designate to the
21 Medical Center, prior to the announcement of such absence, the date by
22 which compensation for PTO is to be discontinued.

23
24 b. The number of hours of PTO used per week during the leave
25 may not be less than the number of hours that the nurse was regularly
26 scheduled to work. However, nurses receiving short term disability (STD)
27 may supplement their STD payments with PTO to make up the difference
28 between their weekly scheduled hours and STD payments.

29
30 **11.1.2 Continuation of insurance benefits.** Group insurance benefits for
31 a nurse on a family or medical leave of absence may be continued for up to three
32 months following the last day of the month in which the nurse received
33 compensation. A nurse shall not be eligible for continuation of insurance benefits
34 during a leave of absence for more than three months within any twelve-month
35 period, except for a nurse performing light duty work as specified in Section 11.7

below, subject to the continuation of coverage self-pay provisions maintained by the Employer and patterned after COBRA. A nurse taking a personal leave of absence shall initially be responsible for self-payment for continued insurance benefits following the last day of the month in which the nurse received compensation, but shall be eligible following completion of the twelve-month period for appropriate reimbursement for premium amounts paid, subject to the Continuation of Coverage self-pay provisions maintained by the Employer and patterned after COBRA and to the foregoing limitation in this paragraph.

11.2 Family and Medical Leave. Family, pregnancy and medical leaves of absence will be administered by the Medical Center consistent with applicable state and federal laws. Nurses in on-call positions shall receive Family Medical Leave benefits based on hours compensated.

11.3 Military Leave. A military leave of absence will be automatically approved upon the employee's receipt of military orders. Moreover, 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.

11.3.1 Military family leave. To the extent required by applicable law, leaves of absence will be granted to spouses of members of the U.S. Armed Forces who have been notified of an impending call or order to active duty or who are on leave from deployment.

11.4 Personal/Educational Leave. A personal leave of absence may be granted for personal or educational reasons, including the pursuit of study toward an educational degree. A personal leave may be granted for up to one year.

11.5 Crime Victims Leave. Leaves from employment for victims of sexual assault, domestic violence or stalking will be administered by the Medical Center consistent with applicable federal and state laws, including the Oregon Victims of Certain Crimes Leave Act (OVCCCLA).

1 **11.6 Return from Protected Leave.** Except as specifically provided
2 elsewhere in this article, nurses returning from a protected leave will be reassigned to
3 their former position or an equivalent position. For purposes of this provision, protected
4 leave shall include leaves designated as FMLA or OFLA family or medical leave,
5 military family leave, and OVCCLA leave.

6 **11.6.1 Qualification on right to reinstatement.** Notwithstanding the
7 foregoing, the Medical Center will not be required to reinstate a returning nurse to
8 his/her former position even had he or she been employed during the leave,
9 provided further that proper notification of layoff or reorganization was made to
10 the nurse in his/her absence.

11
12 **11.6.2 Extension.** In the event that a nurse seeks extension of leave
13 following an FMLA-designated or OFLA-designated leave and wishes to involve
14 the Association in the discussion, the Medical Center and the Association will
15 meet to discuss a potential leave extension.

16
17 **11.6.3 Same pay and benefits.** Upon return from a leave of absence, the
18 nurse will receive the same step rate of pay, and accrue benefits at the same
19 service level as prior to the leave of absence.

20
21 **11.6.4 Worker's compensation.** In the event of a leave of absence
22 caused by an injury for which the nurse has received worker's compensation
23 benefits, the nurse will be returned to his/her former position if the leave is for
24 less than four months. If such injury leave is four months or more, and the
25 nurse's previous position is not available, the first position suitable to his/her
26 qualifications and interests will be offered.

27
28 The filling of such suitable and available positions shall proceed in
29 accordance with the job bidding and posting process described in Article 13.
30 Said process shall be modified, however, in the following respects. First, the
31 process shall not continue beyond eight weeks from the date the nurse is
32 released to return to work and is offered the opportunity to apply for a suitable
33 and available position. Second, the process shall not result in the elimination of
34 all suitable and available positions for the injured worker. Accordingly, at the
35 conclusion of the eight-week period, or such time when there is no application

1 from a senior qualified nurse whose position would be suitable for the injured
2 worker, whichever occurs sooner, the returning nurse shall be placed in a
3 remaining available and suitable position without regard to the bidding and
4 posting process.

5
6 **11.7 Return from Unprotected Leave.** If the nurse is on an unprotected
7 leave, and their position has been filled by another nurse, the nurse may bid on any
8 open position suitable to his/her qualifications and interests or, if agreed to between the
9 nurse and the Medical Center, may be granted a per diem position in the nurse's
10 previously held shift and unit.

11
12 **11.8 Absences with Pay.**

13 **11.8.1 Bereavement.** After ninety days of employment, a nurse who has
14 experienced a death of a significant person in the family life of the nurse will be
15 granted up to four scheduled shifts with pay within sixty consecutive calendar
16 days from notice of death. For purposes of this paragraph, a significant person in
17 the family life of the nurse shall be defined as a grandparent, parent, spouse,
18 sibling, child, grandchild, the step or in-law equivalent of parent, sibling or child,
19 or a person who was an integral part of the employee's household. If the nurse
20 is scheduled for less than four shifts during the unanticipated absence, the
21 employee will be granted bereavement leave for the total number of scheduled
22 shifts during that period. Per diem nurses may receive bereavement leave only
23 when scheduled in advance to work and the bereavement leave conflicts with the
24 scheduled work. All bereavement leave requests must be approved by the
25 nurse's supervisor prior to the leave. Additional time for the leave will be granted
26 in accordance with Oregon state law. PTO for such additional time must be used
27 in accordance with Section 11.1.2. The supervisor has the right to require proof
28 of death (i.e., a copy of the death certificate) from the nurse.

29
30 **11.8.2 Jury duty.** A nurse who is required to perform jury duty will be
31 permitted the necessary time off to perform such service. The nurse will be paid
32 the regular straight time rate of pay for the scheduled work days missed. The
33 nurse must report for work if his/her jury service ends on any day in time to
34 permit at least four hours of work in the balance of the normal work day. A nurse
35 on jury duty will be scheduled for day shift for the period of required jury service.

1 **11.8.3 Court witness.** Nurses who are subpoenaed or requested by the
2 Medical Center to appear as a witness in a court case during their normal time off
3 duty will be compensated for the time spent in connection with such an
4 appearance in accordance with the applicable rate of pay. The court witness pay
5 will be assigned to the Medical Center.
6

7 **11.9 Light Duty.** The Medical Center shall make a reasonable effort to
8 accommodate light or modified duties for a nurse on Workers Compensation. A regular
9 nurse on worker's compensation who is assigned light duty work shall continue to be
10 eligible for accrual of PTO and accrual of seniority, and shall be eligible for continuation
11 of retirement benefits and continuation of insurance benefits in accordance with the
12 terms of the applicable benefit plan.
13

14 **ARTICLE 12 – SENIORITY**

15 **12.1 Seniority.** Seniority shall mean the length of continuous service with the
16 Medical Center as a nurse (as defined in Article 3.1), combined with length of
17 continuous service with Sacred Heart Home Care Services (Agency) as defined in the
18 professional agreement between the Association and the Medical Center covering the
19 home care agency unit. A nurse must be continuously employed with the Medical
20 Center or (Peace Health Oregon Region [PHOR]) for the application of combined
21 bargaining unit seniority.
22

23 **12.2 Prior Service as LPN.** A Licensed Practical Nurse employed by the
24 Medical Center, who is employed as a nurse hereunder without a break in the Medical
25 Center service, shall be entitled to seniority credit for one-half of all hours paid while
26 employed as a Licensed Practical Nurse, as calculated under Section 12.4, in addition
27 to his/her seniority credit as a nurse hereunder.
28

29 **12.3 Service Outside Bargaining Unit.** A nurse who has accepted or accepts
30 employment in a position outside the scope of this Agreement and outside the scope of
31 the professional agreement between the Association and the Agency, and who is later
32 employed by the Medical Center as a nurse in the bargaining unit without a break in
33 Medical Center or PHOR service, will thereafter be credited with (1) his/her previously
34 accrued seniority as a nurse (and accordingly will not be placed on probationary
35 status), (2) his/her PTO accrual rate based upon total consecutive years of Medical
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Center or PHOR service, and (3) no less than his/her previously existing wage step (including credit for prior service within the pay step) as a nurse.

12.4 Length of Continuous Service. Length of continuous service with the Medical Center as a nurse shall be computed on the basis of hours paid since the most recent date of hire, except that:

12.4.1 The Medical Center shall prepare and furnish to the Association a seniority list within thirty days of the close of the last pay periods in the months of November, February, May and August. Seniority shall be fixed upon issuance of each such list until the next seniority list is issued.

12.4.2 Nurses hired between seniority lists shall be deemed to have less seniority than all nurses on the most recent such list. The length of continuous service of such a nurse shall be based on his/her most recent date of hire (not hours) until they are placed on a seniority list, at which time their length of continuous service shall be computed on the basis of hours paid since the most recent date of hire.

12.5 Loss of Seniority. Length of service shall be broken by (1) layoff for lack of work which has continued for twelve or more consecutive months; (2) leave of absence, other than a military or worker's compensation leave, which has continued for twelve or more consecutive months; or (3) termination.

ARTICLE 13 – FILLING OF VACANCIES

13.1 Posting of Vacancies. The Medical Center will post a list of vacancies covered by this Agreement to be filled. The posting will show the unit, shift and numbers of hours per week of the vacancy. No vacancy shall be permanently filled unless it has been posted for a minimum of seven calendar days. Moreover, if the posting of a position is discontinued, then that vacancy may not be filled until it is posted again for the minimum seven days.

13.2 Staff Nurse Vacancies. If the candidates under consideration for the posted position in a unit are from that same unit, the position will be awarded based on seniority. In all other cases, the most senior qualified nurse employed in the Medical

Center and applying during the posting period will be given the first opportunity to fill the vacancy, subject to the exception in Section 13.2.1 below.

13.2.1 More qualified junior nurse. The most qualified junior nurse may instead be awarded the position if (1) such nurse is within 6,000 seniority hours of the most senior qualified nurse, (2) both candidates have been employed at the Medical Center for greater than one calendar year, and (3) the junior nurse is clearly more qualified for the position based upon (a) qualifications as evidenced by documented certifications educational or workshop credits, or similar materials, and/or (b) demonstrated abilities as evidenced by documented satisfactory, exemplary or specialty service in a performance evaluation or other document(s). The Medical Center's choice of the more senior qualified nurse shall not be subject to challenge under the grievance procedure.

13.2.2 Nurses under written corrective action. A nurse who has received a written corrective action within the previous twelve months may be denied a transfer to a position on a different nursing unit, unless the nurse has made satisfactory progress, as determined by the Medical Center, on an existing action plan. The Medical Center will, at least two business days before denying any transfer under this section, notify the Association and the affected nurse in writing of its intent to deny the transfer and, upon request, meet with the Association and the nurse before taking this action.

13.2.3 Trial transfer period. A staff nurse who transfers from one unit to another shall be on a one-month trial period following orientation, as long as such trial period does not extend beyond two months from date of transfer. If, during such trial period based upon 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), with in-unit seniority restored, or to his/her original unit and shift as a per diem nurse.

13.3 Charge Nurse, RN Care Manager, and House Coordinator Vacancies. Charge Nurse, RN Care Manager, and House Coordinator vacancies shall be filled on the basis of demonstrated skills and documented qualifications and experience of the nurses applying for the position. In the event that the demonstrated skills and documented qualifications and experience of the nurses applying for the position are

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1 substantially equal, the position will be awarded on the basis of seniority. The Medical
2 Center shall make the choice, according to the above-stated standards, objectively
3 applied, with input from a unit-based nursing service interview committee including staff-
4 selected bargaining unit members. The nurses interviewed shall be given the
5 opportunity to supply the committee with a brief written resume, summarizing the
6 candidate's past experience, length of experience, reason for application and
7 qualifications.

8 **13.3.1 Trial period for Charge Nurses, RN Care Managers, and House**
9 **Coordinators.** The successful applicant shall receive a three-month trial period
10 including orientation. If, during such trial period, the Medical Center or the nurse
11 determines that the nurse should not be continued in the position, the nurse shall
12 be reassigned to his/her former position if it is available or to the same shift and
13 number of hours he/she held immediately prior to the trial period. If the preceding
14 sentence results in reassignment to a unit different to that to which he/she was
15 assigned immediately before his/her trial period, and the nurse within six months
16 after such reassignment applies for a vacancy in his/her former unit, the nurse
17 shall be given such preference as he/she would have had if the vacancy had
18 been posted on the date when the nurse was last assigned to such former unit.
19 The foregoing language shall also apply if the Medical Center determines, under
20 Article 6.1, at a time subsequent to the completion of the trial period, that a nurse
21 should not continue in a Charge Nurse, RN Care Manager, or House Coordinator
22 position.

23
24 **13.4 In-Unit Seniority.** A nurse will have "unit preference" if, as of the date of
25 posting, the nurse has been continuously assigned to the unit where the vacancy exists
26 for at least one year previous to and including such date. Nurse applicants who have
27 unit preference on the unit where the vacancy exists will have their seniority multiplied
28 by three, for the purpose of comparing their seniority with that of other qualified
29 applicants. Nurse applicants who have returned from a leave of absence without pay,
30 to a position other than on their former unit and who had unit preference when they
31 began such leave, will be deemed to have unit preference as of the date of posting, if
32 the vacancy occurs within six months after beginning such leave and the nurse specifies
33 on his/her application that such preference is being sought. Per diem nurses will be
34 eligible to earn unit preference as follows: Per diem nurses entering per diem positions
35 will be deemed to be in the unit, which may be the float pool, into which they are hired
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or transferred. The Medical Center will assure that all nurses covered by this Agreement are assigned a home unit for purposes of this article.

13.5 Seniority Tie Breaker. Seniority of applicants who are ranked within 500 hours of each other on the seniority list shall be determined by the relative length of continuous service of such nurses since his/her most recent date of hire (not hours) as of the date of application. If the date of hire is the same, the nurse with the greater seniority hours shall be granted the position.

13.6 Posting/Bidding Exceptions. No vacancy under this section will be deemed to have occurred when the Medical Center, in its discretion and with the consent of the nurse, decreases the scheduled hours per week of a nurse by no more than one shift.

Moreover, unless the Medical Center elects to use Section 13.2 or 13.3, 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 shift. Such hours will be posted in the unit involved for seven calendar days. The qualified senior, part-time nurse applicant, whose primary job class is in the unit and on the shift where such hours will be scheduled, will be given the first opportunity for such hours.

13.7 Temporary Nurse Bidding. Any temporary nurse without seniority shall be treated as an outside applicant for purposes of job bidding.

13.8 Position Acceptance and Rescission. Nurses will have forty-eight hours from the time a position is verbally offered to accept, decline or rescind (if previously accepted) the offered position. An offer may be made electronically instead of verbally at the nurse's option and in accordance with the nurse's designation. Weekend and holiday hours are not included in this forty-eight-hour response time.

If a nurse, without regard to whether or not the nurse has begun working in his or her new position schedule, rescinds acceptance of the position after the forty-eight-hour timeframe has passed, such rescission shall be treated as a resignation. The nurse will not have the right to return to his or her previous position, except as specified in Section

1 13.2.3. When Section 13.2.3 is not applicable, to remain employed, the nurse must bid
2 on his or her former position, if available, or on another open position.
3

4 **13.9 Assumption of Duties of New Position.** Once a vacancy has been
5 filled, and unless an alternate transfer date is mutually agreed upon, (1) a nurse to be
6 transferred within the same unit shall assume the duties of the new position no later
7 than the end of the four week cycle following the cycle in which acceptance occurs, and
8 (2) a nurse to be transferred to another unit shall assume the duties of the new position
9 no later than the end of the four week cycle following the cycle in which acceptance
10 occurs.
11

12 **13.10 Eligibility to Apply for New Position.** A nurse who has filled a regular
13 position vacancy shall not be eligible to apply for a position in another unit for a
14 minimum of nine months following the conclusion of unit orientation, unless (1) the
15 nurse is oriented to the nursing unit to which the nurse is applying, (2) the nurse, the
16 Medical Center and the Association mutually agree to an earlier transfer application
17 date based upon unsuccessful performance, or (3) the nurse has filled a regular position
18 vacancy in the float pool unit, in which case the nurse shall not be eligible to apply for a
19 position in another unit for a minimum of twelve months, unless agreed otherwise
20 between the nurse and the Medical Center.
21

22 **13.11 Position Review.** Per diem nurses shall not be utilized in lieu of posting a
23 new regular position. At the request of the Association, the Medical Center and the
24 Association will jointly review the staffing pattern and the utilization of per diem and
25 other nurses in a unit and shift to determine whether additional regular positions/hours
26 should be posted.
27

28 Part-time nurses who feel that their work schedule calls for a review of the
29 assigned positions in a unit will have the right to request such a review. If the review
30 process results in a determination that an increase in FTE within the unit is warranted,
31 the additional hours will be posted as outlined in Section 13.6 for in-unit nurses.
32

33 **13.12 Senior Nurse Mentor Positions.** The Medical Center may, in its
34 discretion, maintain senior nurse mentor positions based on the scheduling and skill-
35 retention needs of individual units. To be eligible for such positions, nurses must be at
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1 least fifty years old and must have at least eight years of recent bedside experience in
2 the PeaceHealth Oregon Region. To be qualified for any such position, a nurse must
3 have the demonstrated skills and experience necessary to perform the responsibilities
4 of the position. Job duties shall focus on providing mentor services to less experienced
5 nurses, with a corresponding relaxation of the physically demanding aspects of unit
6 work. Positions may consist of shifts of less than eight hours. The filling of these
7 positions shall not be subject to the provisions of this Article. Nurses whose
8 qualifications are substantially equivalent will be selected on the basis of seniority. For
9 purposes of this Agreement, senior nurse mentors will maintain seniority in the unit in
10 which they are most frequently assigned.

11
12 **13.13 Positions for Recent Graduates.** Notwithstanding the provisions of this
13 Article, the Medical Center shall maintain the right to hire a maximum of eighty recent
14 RN graduates per fiscal year unless mutually agreed to by the Association and to post
15 positions as recent RN graduate positions. Recent Graduates are defined as nurses
16 who have graduated with their ADN or BSN up to one year before hire and have been
17 licensed for less than six months and have less than six months of acute care
18 experience as an RN. These positions may be posted under the following parameters:

19 **13.13.1 Unassigned positions.** The Medical Center may hire recent RN
20 graduates into unassigned positions to allow these nurses the maximum
21 opportunity for learning and development. Nurses hired into such a position may
22 remain in the position for a minimum of two months, including new graduate
23 orientation, and a maximum of twelve months.

24
25 **13.13.2 Bidding on open positions.** During this twelve-month period,
26 such nurses shall have the opportunity, upon becoming qualified, to bid on open
27 positions, including positions available for filling only by recent RN graduates.
28 These positions shall only become available as vacancies occur.

29
30 **13.13.3 Limits on recent RN graduate positions.** A maximum of one
31 out of every five vacancies that become available on a unit and shift during a
32 fiscal year (excluding vacancies occurring as part of a workforce reorganization)
33 may be posted as recent RN graduate positions. Unit vacancies and new
34 graduate positions shall be reviewed at the Labor Management Committee on a
35 quarterly basis.

1 **13.13.4 List of positions.** The Medical Center will, upon request, supply
2 a list of recent graduate positions filled within the past six months to the
3 Association.

4
5 **13.14 Other Provision Regarding Recent Graduate RNs:**

6 **13.14.1 Formal training program.** The Medical Center shall maintain a
7 formal training program to support and mentor recent graduate RNs. All recent
8 graduates as defined in Article 13.13 shall be hired into the formal training
9 program.

10
11 **13.14.2 Preceptors.** There shall be sufficient preceptors to provide
12 support for the recent graduates. In order to fulfill this commitment, the Medical
13 Center shall assign more than one preceptor for each recent graduate. These
14 preceptors will receive training in order to provide them with sufficient education,
15 resources, and support for their important work.

16
17 **13.14.3 Cancelled training.** In the event a scheduled seminar or unit
18 specific training is cancelled without sufficient prior notice for the nurses'
19 schedule to be adjusted, the affected residents will be provided with the
20 opportunity to be placed on the work schedule, take a day off without using PTO,
21 use their PTO, or work on their assigned evidenced based project.

22
23 **13.15 New Grad Orientation.**

24 **13.15.1 Med/Surg Program:** Medical (RiverBend and University District),
25 Oncology, Surgical, Orthopedics, Neurology, Cardiac Surgery (OHVI4),
26 Cardiopulmonary (OHVI5), Observation (CDU), Rehab (University District),
27 Pediatrics, and Obstetrics (Mom/Baby). The typical orientation for RNs entering
28 the Med/Surg program is three months.

29
30 **13.15.2 Critical Care Program:** ICU, Emergency, Labor and Delivery,
31 and NICU. Nurses will be hired into unassigned positions. Typically, orientation
32 for RNs entering Critical Care is six months.

33
34 **13.15.3 Surgical Services Program:** PACU, Short Stay, Main OR, and
35 ENDO. Nurses will be hired into unassigned positions. Typically, orientation for
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1 RNs entering Surgical Services is six months for foundational work, with an
2 additional three to six months to become oriented to unit specific requirements
3 for a total of nine to twelve months.

4
5 **13.16 Restoration of Prior Standing upon Reinstatement.** Any non-
6 probationary, non-temporary nurse who terminates from employment in the Medical
7 Center or Home Care Services (Agency) bargaining units and is rehired by the Medical
8 Center to a position covered by this Agreement within a period of less than one year
9 from the date of termination will (a) be returned to the nurse's same wage step and
10 position within the wage step as prior to termination, (b) not be required to complete a
11 new probationary period, (c) have his/her seniority restored, exclusively for purposes of
12 this Article, and (d) continue receiving the same employer matching retirement
13 contribution the nurse had been receiving prior to termination.

14 15 **ARTICLE 14 – WORK FORCE REDUCTIONS, LOW CENSUS AND** 16 **REORGANIZATIONS**

17 **14.1 Work Force Reduction.** The Medical Center retains the right to
18 determine whether a permanent or prolonged reduction in personnel is necessary, the
19 timing of such reduction in personnel, the number of FTEs to be eliminated, and in
20 which seniority pool(s) layoffs will be effected. The parties further agree:

21 **14.1.1 Definitions.** All employees on the same shift within the same
22 nursing unit shall constitute a seniority pool. A layoff shall consist of a total
23 elimination of a nurse's hours; it shall not consist of a reduction in the number of
24 hours scheduled or worked, unless such reduction results in the loss of a
25 benefited position (if not otherwise mutually agreed during a work force
26 reorganization, Section 14.3). The Medical Center will assure that all nurses
27 covered by this Agreement are assigned a home unit for purposes of this article.

28
29 **14.1.2 Notice.** The Medical Center shall give the impacted Nurses and
30 the Association written notice of a reduction in force at least thirty days prior to
31 implementation. The notice shall provide detailed information regarding the
32 purpose and scope of the reduction and the likely impact on units and positions.
33 The Medical Center will meet with the Association, upon request, to discuss such
34 action, provided that the Association promptly responds so as to allow the
35 Medical Center to implement such reduction in personnel within thirty days of

1 receipt of such written notice. Failure to act in such prompt manner shall
2 constitute a full and unequivocal waiver of the Association's right to participate
3 further in this process.

4
5 **14.1.3 Procedure.** If the Medical Center determines that a permanent or
6 prolonged reduction in personnel is necessary within one or more seniority pools,
7 the following shall occur:

8 1. A determination by the Medical Center shall be made
9 regarding the number of hours to be eliminated in each seniority pool.

10
11 2. The number of positions to be eliminated within each
12 seniority pool shall be determined. The nurses who occupy those
13 positions shall be identified by inverse house-wide seniority and shall be
14 notified of the elimination of their positions.

15
16 3. The nurses identified and notified pursuant to paragraph two
17 above shall receive a minimum of thirty days' notice of the reduction,
18 including the unit and house-wide seniority lists, list of open positions
19 house-wide, list of least senior nurses house-wide, a copy of the
20 severance policy and their contractual rights. They shall choose, within
21 twenty-one calendar days of receiving the notice from the Medical Center
22 of elimination of their position, and in order of house-wide seniority, one of
23 the following options:

24 (a) To displace nurses within a group of the least senior
25 nurses in any seniority pool within the affected nursing unit,
26 provided the displaced nurses are less senior than said nurses,

27
28 (b) To displace nurses within a group of the least senior
29 nurses house-wide,

30
31 (c) To fill an open position in the bargaining unit, or

32
33 (d) To transfer to a per diem position in the unit and shift.

1 (e) To choose the severance benefit as specified in
2 Appendix C.

3
4 4. Nurses displaced pursuant to paragraph three above shall
5 choose, within seven calendar days of receiving notice of displacement,
6 and in order of their house-wide seniority, one of the following options:

7 (a) To displace nurses within a group of the least senior
8 nurses in any seniority pool within the affected nursing unit,
9 provided the displaced nurses are less senior than said nurses,

10
11 (b) To displace nurses within a group of the least senior
12 nurses house-wide,

13
14 (c) To fill an open position in the bargaining unit, or

15
16 (d) To choose the severance benefit as specified in
17 Appendix C.

18
19 5. If the elimination of positions outlined herein results in
20 unfilled hours in the affected unit, those hours, in the following order,
21 (1) shall be offered in order of seniority to nurse(s) having experienced a
22 reduction or elimination of position hours, (2) shall be offered to remaining
23 nurses in the seniority pool on a seniority basis, and (3) may be posted as
24 a new position.

25
26 6. Least senior displaced nurses who are not qualified for an
27 open bargaining unit position (1) shall be on layoff status as of the date of
28 displacement, or (2) may choose the severance benefit as specified in
29 Appendix C.

30
31 7. All nurses must be qualified to perform the essential
32 functions of the position they are to assume without training, excluding
33 orientation.

1 8. Determination of the number of least senior nurses subject
2 to displacement in the seniority pools referenced in paragraphs three and
3 four above shall be in a manner (a) to allow displaced nurses to exercise
4 their seniority rights to move to a position for which they are qualified in
5 the available seniority pool and house-wide, and (b) to minimize the
6 number of nurses subject to being displaced.

7
8 9. If there are any open positions at the time of notice of the
9 reduction in force, the Medical Center shall wait to fill such positions until
10 nurses impacted by the reduction in force have had an opportunity to
11 exercise their layoff rights as detailed in Section 14.1.3, unless both parties
12 mutually agree that specified position(s) should remain posted.

13
14 **14.1.4 Performance of remaining work.** The work remaining after a
15 work force reduction shall be performed by currently employed nurses until the
16 Medical Center determines that recall shall be initiated. Neither temporary
17 nurses nor contracted nurses shall be utilized to perform bargaining unit work as
18 long as nurses qualified for and interested in such work remain on layoff status.
19 Nor shall per diem nurses be utilized to perform work on a regularly scheduled
20 basis that could be performed by a nurse on layoff status who is qualified for and
21 interested in being recalled for such work.

22
23 **14.1.5 Recall.** Nurses shall have reemployment rights in reverse order of
24 layoff. When reemployment is offered by verbal or certified written notice to a
25 nurse who has been laid off, the nurse will have seventy-two hours to accept or
26 reject the position(s) offered. The Medical Center shall offer all open and
27 available bargaining unit positions to the laid off nurse. If the nurse fails to
28 respond within the seventy-two hours, or if the nurse rejects all positions for
29 which he or she is qualified, the nurse forfeits all further right to recall, and
30 employment with the Medical Center shall be terminated. It shall be the
31 responsibility of the nurse who has been laid off to provide the Medical Center
32 with the current telephone and/or address where he/she may be reached.
33 Nurses outside the Medical Center shall not be employed for a vacancy in the
34 bargaining unit if there is a nurse on the layoff list with the required experience
35 and qualifications.

1 **14.1.6 Shift preference.** A nurse who accepts recall, or has been
2 displaced, to a position on a shift other than the shift from which the nurse was
3 laid off or displaced, shall retain preference over all other applicants to return to
4 open positions on the nurse's original shift, until return to that shift. This
5 preference, for which the Medical Center shall have no notification obligation,
6 shall continue for a period of one year from the date of displacement or recall.

7
8 **14.1.7 In-unit seniority.** Laid off and displaced nurses shall be eligible to
9 utilize in-unit seniority for job bidding for up to one calendar year from the
10 effective date of their status change, if the nurse was eligible for such seniority at
11 the time of layoff or displacement.

12
13 **14.1.8 Benefits and seniority.** Benefits and seniority shall not
14 accumulate during the layoff period.

15
16 **14.2 Low Census.** In the event of low census days/hours, nurses shall be
17 placed on low census in the unit and shift where the low census occurs in the following
18 order: (1) "agency" traveler and temporary nurses (unless a bargaining unit nurse
19 volunteers to be placed on low census ahead of such a nurse), (2) nurses working at a
20 premium rate of pay, including sixth and consecutive day pay, (3) volunteers, (4) per
21 diem nurses scheduled following the posting of the work schedule, (5) regular nurses
22 who are working that shift in excess of their regularly scheduled hours, (6) per diem
23 nurses scheduled on the posted work schedule, and (7) finally, by a system of equitable
24 rotation among the remaining nurses, provided the remaining nurses shall be qualified
25 and available to perform the available work. For purposes of this provision, equitable
26 rotation shall be defined as a system that assures that individual nurses over a span of
27 two consecutive work cycles do not bear a burden of placement on low census
28 disproportionate to their assigned FTE. The system of equitable rotation shall be
29 established by consensus of the manager(s) of the nursing unit and a majority of the
30 staff nurses on that unit. Nurses who are intermittently assigned to an area shall be
31 deemed qualified to perform in those areas for purposes of low census staffing
32 adjustment. Floating will not be counted as low census.

33 **14.2.1 Float pool exception.** Prior to the beginning of the scheduled
34 shift, a qualified regular float pool nurse shall have the right to replace a per diem
35 nurse on any unit, provided that the float pool nurse has the clinical experience

1 allowing him or her to be utilized for an anticipated patient assignment on that
2 unit at the time of the assignment. Upon the request of a float pool per diem
3 nurse, the Medical Center will make a reasonable effort to provide an equitable
4 distribution of work among per diem float pool nurses and the per diem nurses in
5 a unit to which the float pool nurses are oriented. After the shift has started, float
6 pool nurses shall be treated as their own separate unit for purposes of low
7 census assignment. Float pool nurses shall have the option of orienting to
8 additional nursing units during a low census assignment until they have
9 completed and maintained orientation to five nursing units. When float pool
10 nurses choose this option, the Medical Center will provide the requested
11 orientation.

12
13 **14.2.2 New Graduate and Preceptor Exceptions.** Participants in the
14 New Graduate Residency program shall be assigned more than one preceptor to
15 allow the preceptor to participate in both mandatory and voluntary low census
16 rotation. RN's in a new graduate residency program will be exempt from the low
17 census requirement for the duration of the orientation period not to exceed six
18 months. This includes voluntary and mandatory low census.

19
20 **14.2.3 Placement on call during low census.** Nurses who have
21 been placed on low census in accordance with Section 14.2 may be placed on
22 call by the Medical Center in accordance with Section 9.7 for the first half of their
23 shift. Employees will not be required to remain on-call for the remainder of the
24 shift unless they volunteer. If there are sufficient volunteers for call, then on-call
25 will be assigned among volunteers in the order of nurses who have lost the most
26 scheduled work. If there are insufficient volunteers, on-call will be assigned in
27 the reverse order of nurses who have been placed on low census and will be
28 paid at the Tier One rate. Except as otherwise specified in this Agreement,
29 nurses will not be required to be on call more than forty-eight hours in a four-
30 week scheduled cycle.

31
32 **14.2.4 Disproportionate share.** If the Association believes that
33 nurses on a unit and shift have taken a substantially disproportionate share of
34 such involuntary days off during the period of the preceding posted time
35 schedule, the Association may bring this to the attention of the Medical Center.

1 Two Medical Center representatives will then meet with two nurses designated
2 by the Association to review the involuntary days off data and, if such actual
3 share is substantially disproportionate, to discuss means of avoiding continuance
4 or recurrence of such disproportionate share.

5
6 **14.2.5 Mandatory low census maximum.** The Medical Center will limit
7 assignment of mandatory low census to regular nurses to a maximum of twelve
8 percent of a nurse's regularly scheduled hours over six consecutive work cycles.

9 a. Hours count toward the mandatory low census maximum
10 ("Maximum") only when low census is assigned pursuant to clause 14.2
11 (7) above in the order of low census.

12
13 b. Low census hours will be considered voluntary and will not
14 count toward the Maximum if a nurse declines an opportunity to work
15 during the scheduled shift.

16
17 c. Hours shall not count toward the Maximum to the extent that
18 the Medical Center offers the nurse who is assigned low census an
19 opportunity, at least forty-eight hours in advance of such opportunity, to
20 work additional hours on the same shift during the same work cycle.

21
22 d. In determining whether the Maximum is reached at any point
23 during six consecutive cycles, all hours worked in excess of a nurse's
24 assigned FTE will be deemed to offset the equivalent number of
25 mandatory low census hours.

26
27 e. In the event that one or more nurses on a unit and shift
28 approach the Maximum, the Medical Center may, notwithstanding clause
29 14.2 (7) above, assign low census to assure equitable distribution among
30 all nurses on the unit and shift.

31
32 Only mandatory low census hours will be counted in determining whether
33 a nurse has exceeded the maximum low census hours. A nurse's use of PTO
34 (scheduled or unscheduled) or voluntary low census shall not be taken into
35 account for purpose of determining whether the nurse has exceeded the

1 maximum low census hours. Nurses' maximum mandatory low census hours
2 shall be calculated as follows for six consecutive cycles:

3 36 hrs./week, 0.9 FTE nurses = $36 \times 24 \text{ weeks} \times 0.12 = 103.68 \text{ hours}$

4 32 hrs./week, 0.8 FTE nurses = $32 \times 24 \text{ weeks} \times 0.12 = 92.16 \text{ hours}$

5 30 hrs./week, 0.75 FTE nurses = $30 \times 24 \text{ weeks} \times 0.12 = 86.4 \text{ hours}$

6 28 hrs./week, 0.7 FTE nurses = $28 \times 24 \text{ weeks} \times 0.12 = 80.64 \text{ hours}$

7 24 hrs./week, 0.6 FTE nurses = $24 \times 24 \text{ weeks} \times 0.12 = 69.12 \text{ hours}$

8 20 hrs./week, 0.5 FTE nurses = $20 \times 24 \text{ weeks} \times 0.12 = 57.6 \text{ hours}$

9
10 **14.2.6 Protocol for addressing excess low census.** The Medical
11 Center will provide to the Association low census data for each nursing unit
12 within fourteen days after the end of each work cycle. If the Association desires
13 to discuss with the Medical Center its concerns regarding excess low census on
14 any unit, it will arrange for a meeting with the Medical Center to be held within
15 fourteen days after having received the end-of-cycle low census data. Excess
16 low census is defined as a reduction of at least ten percent of the core scheduled
17 hours in a nursing unit over a span of two consecutive cycles. When they meet,
18 representatives of the Medical Center and the Association shall consider actions
19 to remedy the situation, including:

20 • Allowing nurses to voluntarily reduce scheduled hours with
21 continued benefit level and guaranteed return to scheduled hours for a
22 specific number or cycles;

23
24 • Allowing nurses to voluntarily be removed from the schedule
25 for a specific period of time with continued benefit level and guaranteed
26 return to scheduled hours without utilizing PTO;

27
28 • Potential reorganization and/or implementation of layoffs as
29 provided in this article.

30
31 The parties will strive to mutually agree upon appropriate remedial actions
32 at such meeting or within fourteen days thereafter.

33 a. All time that a nurse is prevented from working his/her
34 scheduled hours because of low census will be included in calculating

1 these percentages, regardless of whether the nurse uses PTO for any of
2 the low census hours.

3
4 b. Furthermore, whenever a nurse's scheduled work hours are
5 reduced by more than twenty-five percent in a given cycle because of low
6 census, the Medical Center will seek to provide that nurse, upon written
7 request from the nurse, any available work on the nurse's regular shift that
8 the nurse is qualified and able to perform.

9
10 **14.2.7 Low census data.** Nurses will have the opportunity to view the
11 low census system on their unit so that they can see their order in the low census
12 rotation and alert their charge nurse of any potential errors in the calculation of
13 their low census hours. The Medical Center will make available to nurses
14 information regarding the designation of mandatory and voluntary low census
15 hours each pay period, and nurses will alert the appropriate party of any errors in
16 such designation.

17
18 **14.3 Work Force Reorganization.** The provisions of this section shall apply in
19 the event of a work force reorganization that does not involve layoffs. A work force
20 reorganization shall include staffing changes resulting from a merger or consolidation of
21 two or more units, increases or decreases in FTE status among bargaining unit
22 members, and changes of positions within a seniority pool.

23 **14.3.1 Notice.** Prior to implementing a work force reorganization, the
24 Medical Center shall present the reorganization plan at a unit staff meeting with
25 an invitation to the Association. The Medical Center shall subsequently provide
26 the Association a detailed tentative reorganization plan at least sixty days in
27 advance of the scheduled implementation date.

28
29 **14.3.2 Bargaining rights and obligations.** The Medical Center shall,
30 upon demand by the Association, bargain the impact of the work force
31 reorganization. The parties' bargaining rights and obligations shall be as follows:
32 The Medical Center shall agree to meet on a minimum of three occasions during
33 the allotted sixty-day period. After notice of reorganization is provided, nurses in
34 a unit designated for reorganization will not change status or hours within the unit
35 until position selection is completed. During the reorganization the parties will

1 address the potential need to extend the time parameters in Section 13.9. At the
2 written request of either party, the negotiation timeline shall be extended not to
3 exceed thirty days without mutual agreement. At the conclusion of the timeline,
4 bargaining over the proposed reorganization plan shall be deemed to be at an
5 impasse and the Medical Center shall have the right to implement the terms of its
6 last proposal to the Association.

7
8 **14.3.3 Limitations.** The Medical Center shall provide notice of
9 reorganization so that the Association is not required to bargain more than three
10 proposed reorganization plans, or more than one plan affecting four or more
11 nursing units, at any given time. The sixty-day limitations and minimum number
12 of meetings referenced in this section shall be extended to ninety days and a
13 minimum of four meetings in the event of a reorganization plan affecting four or
14 more nursing units, and to 120 days and a minimum of five meetings in the event
15 of a reorganization plan impacting all University District nursing units or seven or
16 more RiverBend nursing units. These reorganization limitations may be altered
17 by mutual agreement between the parties. Unresolved reorganization
18 negotiations shall be suspended thirty days prior to the expected start date for
19 renegotiations of this agreement and remain suspended until a new agreement is
20 implemented.

21
22 **14.3.4 FTE reductions.** In the event a unit reorganization involves
23 reductions in FTEs, the procedures outlined in Section 14.1.2 shall be followed.

24
25 **14.3.5 FTE increases.** In addition to the procedural obligations of this
26 Section, the Medical Center agrees that it shall not, except as provided in Section
27 13.6, implement increases in bargaining unit members' FTE status without the
28 Association's consent. The Association agrees to work collaboratively with the
29 Medical Center in a sincere and cooperative attempt to reach consent in the
30 event the Medical Center has proposed such increases, and to exercise a
31 leadership role in this regard.

32
33 **14.3.6 Evaluation.** The Medical Center and Association shall agree to
34 evaluate the effectiveness of the reorganization to identify additional changes
35 that may need to be made, and evaluate whether the goals originally identified

1 were met. This will occur within sixty to 120 days after the implementation of the
2 reorganization.

3 4 **ARTICLE 15 – HEALTH AND WELFARE**

5 **15.1 Health Insurance Benefit Program.** All nurses in regular, established
6 positions who are consistently scheduled for forty or more hours per two-week period
7 shall be eligible, as of the first day of the month following the first full month of
8 employment, to participate in the health insurance benefit program offered by the
9 Medical Center. Employees shall continue to be offered benefit options, in accordance
10 with the terms of the program, with regard to medical, dental, vision, life, AD&D, long-
11 term disability and short-term disability plans, critical illness insurance, accident
12 insurance, and healthcare and dependent care spending accounts. Medical and dental
13 coverage shall continue to be extended to legally domiciled adults as defined in the
14 health insurance benefit program.

15 **15.1.1 Premiums.** The Medical Center shall contribute a dollar amount
16 sufficient to cover the following portions of the total premium costs for the
17 medical plans offered:

18 • For nurses working at least sixty-four hours per pay period,
19 the Medical Center will pay ninety-three percent of the cost of the PPO
20 medical plan premiums for employee coverage and seventy-seven
21 percent of the cost of said premiums for dependent coverage.

22
23 • For nurses working at least forty hours but less than sixty-
24 four hours per pay period, the Medical Center will pay eighty-five percent
25 of the cost of the PPO medical plan premiums for employee coverage and
26 sixty-five percent of the cost of said premiums for dependent coverage.

27
28 • For nurses working at least sixty-four hours per pay period,
29 the Medical Center will pay 100 percent of the cost of the ABHP medical
30 plan premiums for employee coverage and eighty-two percent of the cost
31 of said premiums for dependent coverage.

32
33 • For nurses working at least forty hours but less than sixty-
34 four hours per pay period, the Medical Center will pay ninety percent of

1 the cost of the ABHP medical plan premiums for employee coverage and
2 seventy percent of the cost of said premiums for dependent coverage.

3
4 • For nurses working at least sixty-four hours per pay period,
5 the Medical Center will pay sixty-six percent of the cost of the dental plan
6 for employee coverage and sixty-two percent of the cost of said premiums
7 for dependent coverage.

8
9 • For nurses working at least forty hours but less than sixty-
10 four hours per pay period, the Medical Center will pay fifty-five percent of
11 the cost of the dental plan premiums for employee coverage and forty-five
12 percent of the cost of said premiums for dependent coverage.

13
14 The Medical Center shall provide additional life insurance coverage in the
15 amount of \$100,000.00 for eligible nurses engaged in the performance of ground
16 patient transport duties. Effective the first full pay period following ratification,
17 this amount shall be increased to \$250,000.00.

18
19 **15.2 Benefit Maintenance and Changes.** The Medical Center shall continue
20 the current or a substantially equivalent level of aggregate benefits existing under the
21 health insurance benefits program, including the level of premium contributions, for
22 each of the insurance plans referenced in Section 15.1. In the alternative, in the event
23 that the Medical Center does not maintain a substantially equivalent level of aggregate
24 benefits under any of these insurance plans, as determined by an independent actuary
25 retained by the Medical Center, the Medical Center shall notify the Association of the
26 proposed changes and shall meet with the Association, upon request, to bargain over
27 the proposed changes prior to their implementation. The provisions of Article 19 shall
28 be waived for the duration of such bargaining. In no event shall bargaining unit nurses
29 receive a level of benefits that is less than the level received by a majority of the
30 Medical Center's non-bargaining unit employees.

31 **15.2.1 Information requests.** The Medical Center shall respond to all
32 reasonable information requests from the Association regarding insurance plan
33 premiums and plan design in a timely manner, and shall regularly provide plan
34 utilization and actuarial data upon request. Requested information related to
35 insurance changes shall be shared with the Association as soon as it is available
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1 and prior to the implementation of premiums during enrollment each insurance
2 year.

3
4 **15.2.2 Advance notification.** The Medical Center shall forward to the
5 Association plan changes and insurance amendments at least ninety days prior
6 to implementation, and rate changes at least sixty days prior to implementation.

7
8 The Medical Center will provide notice of the time frame for open
9 enrollment at least two weeks prior to the commencement thereof, and will make
10 available accurate information regarding covered benefits at the time of open
11 enrollment.

12
13 **15.2.3 Health care reform changes.** Bargaining unit nurses will receive
14 the same benefits resulting from federally legislated health care reform changes
15 that other employees of the Medical Center receive.

16
17 **15.3 Employee Health Services.** At the beginning of employment and
18 thereafter as determined by the Medical Center based on a TB assessment, the Medical
19 Center shall arrange to provide tuberculin tests and x-rays, if necessary, at no cost to
20 the nurse. Laboratory examinations when indicated because of exposure to
21 communicable diseases while on duty shall be provided by the Medical Center at no
22 cost to the nurse.

23
24 **15.4 Communicable Diseases.** When a nurse is required by the Medical
25 Center to be absent from all work because of exposure to a serious communicable
26 disease, which likely occurred while on duty as determined by Employee Health, the
27 Medical Center will pay the nurse at the nurse's straight-time rate of pay for scheduled
28 hours lost, for up to fourteen days. This section will not be applicable when (a) the
29 nurse is eligible for workers' compensation or other disability insurance benefits for
30 which the Medical Center has made contributions, or (b) the nurse, after having
31 received actual or constructive notice in writing of this provision, has refused the
32 Medical Center's offer of timely vaccination in connection with such disease except for
33 medical reasons. In the event of a potential epidemic, the Association and the Medical
34 Center will meet to discuss guidelines for maintaining employee and patient safety and
35 compensation for hours lost.

1 **15.5 Retirement Plan.** The Medical Center shall continue to offer all eligible
2 nurses a retirement plan which offers a level of benefits substantially equivalent to the
3 current plan and consists of a non-contributory Base Plan, matching contributions from
4 the Medical Center, and a tax-sheltered annuity plan.

5
6 **15.6 Health and Safety.** The Medical Center and the Association agree to
7 comply with all state and federal regulations pertaining to the health and safety of
8 employees in the workplace. The parties further agree to promote all practices
9 necessary to assure safety in the workplace and to work collaboratively in developing
10 additional policies and practices to that end.

11
12 **15.7 Pharmacy Benefit for Retirees.** Nurses currently enrolled on the plan
13 prior to August 18, 2016 will be given the option to remain on the plan.

14
15 **15.8 Premium Reduction Program.** The Medical Center will continue to offer
16 a Premium Reduction Program through the duration of this Agreement. Through this
17 benefit, eligible Nurses may receive financial assistance to cover 100 percent of the
18 cost of their Employer provided medical premiums.

19
20 Participation in this program is based on total household income and the Federal
21 Poverty Level, as determined by the U.S. Department of Health and Human Services.
22 Employees whose household income is less than 250 percent of the Federal Poverty
23 Level will be eligible to receive a health insurance plan at no premium cost to the
24 employee for themselves and eligible dependent(s) the first of the month following the
25 approval of their application.

26
27 **15.9 Employee Discount.** The Medical Center will offer Nurses and their
28 dependents covered under Employer medical plans the most favorable discount for
29 services rendered at PeaceHealth facilities, providers and laboratories.

30
31 **15.10 Enhanced Chronic Condition Program.** Nurses and covered
32 dependents enrolled in the Enhanced Chronic Condition Program are eligible to receive
33 free preventive medications, including diabetic testing supplies. These chronic
34 conditions covered under this program include: diabetes, COPD, asthma, congestive
35 heart failure, coronary artery disease, and hypertension.

1 **15.11 Insurance Expenses incurred at PeaceHealth Facilities.** Nurses
2 covered under PeaceHealth health insurance plans who have outstanding balances to
3 PeaceHealth facilities and/or providers will be offered a reasonable payment plan upon
4 request. Nurses that comply with the payment plans will not be subject to further
5 collections or garnishment.
6

7 **ARTICLE 16 – PROFESSIONAL DEVELOPMENT**

8 **16.1 Performance Assessment.** In order to promote professional
9 development, each nurse will be assessed and counseled regarding competencies and
10 goals by his/her immediate supervisor, or designee, on at least an annual basis.
11 Assessment and goal setting is a collaborative process which may include
12 self-assessment, goal setting, and/or peer review. The nurse will select those
13 individuals who may participate in that nurse's peer review, and the contents of these
14 peer reviews shall remain confidential. The nurse will be shown all final written
15 assessment and goal statements and have the right to respond in writing to such
16 documentation. Both the assessment and goal statements, and the response, will be
17 placed in the nurse's personnel file. A copy of the assessment and goal statements will
18 be furnished to the nurse.

19 **16.1.1** The performance assessment is not intended to be a mechanism
20 for disciplinary action, but may be referenced in future disciplinary actions.
21 Employees who do not meet standards in specific areas will be expected to
22 develop an action plan to bring their competencies up to standard. These action
23 plans are to be mutually agreed upon between the individual nurse and his/her
24 immediate supervisor or designee.
25

26 **16.1.2** Nursing competency and skills checklists shall be reviewed and
27 amended on each nursing unit, as appropriate, by the unit council registered
28 nurse subcommittee.
29

30 **16.2 Voluntary and Mandatory In-services, Trainings and Certifications.**
31 Professional development is a shared responsibility. The Medical Center agrees to
32 maintain a continuing education program for all nurses. Each nurse is encouraged to
33 present suggestions for improving the program to his/her supervisor.

1 Nurses required to attend trainings and/or certifications as outlined in Sections
2 16.2.2 and 16.2.3 in place of their regularly scheduled shift will, if specifically requested
3 by the nurse, be allowed to return to work so that they will not suffer any loss in their
4 regular work day unless (1) by mutual agreement the nurse and the Medical Center
5 agree that the nurse will be on voluntary low census with or without utilizing the nurse's
6 PTO for the remainder of the shift, or (2) the nurse's return to work for an abbreviated
7 period of time would be disruptive of patient care in the Medical Center's judgement.

8 **16.2.1 Voluntary in-services and trainings.** When it is not possible for a
9 nurse to attend a voluntary in-service or training during his or her normal shift,
10 the nurse may choose to attend and be compensated for that function held at an
11 alternative time outside of his or her normal shift, provided that the nurse's
12 attendance does not otherwise cause the nurse to receive a premium or overtime
13 rate of pay.
14

15 **16.2.2 Mandatory in-service and trainings.** In the event a nurse is
16 required by the Medical Center to attend an in-service or training outside of
17 his/her normal shift, time spent at such functions will be considered as time
18 worked under this Agreement.
19

20 When reasonably possible, the Medical Center shall make mandatory
21 trainings and in-services available to nurses on all shifts. In the event a nurse is
22 required by the Medical Center to attend a mandatory training outside their
23 normal shift, the nurse shall be compensated for the time spent at such a training
24 at their applicable rate of pay, including applicable differential, and overtime, if
25 appropriate, for hours worked.
26

27 **16.2.3 Required Certifications.** Certification required for the role such as
28 but not limited to: BLS, ACLS, PALS, NRP, TNCC and NIHSS will be
29 compensated at the applicable rate of pay for all hours spent in the certification
30 course. The Medical Center shall reimburse a nurse for the cost of obtaining any
31 certifications required for their position. Nurses who are unable to schedule a
32 class due to scheduling conflicts shall consult their Nurse Manager or designee
33 to determine opportunities to obtain the certification, at least sixty days prior to
34 expiration. If a nurse and the nurse manager are unable to resolve the

scheduling conflict(s) the nurse may be compensated for all regular hours the nurse would otherwise have worked on that shift.

16.2.4 Mandatory Meetings. A minimum of one hour's pay at the nurse's Appendix A wage rate shall be paid for attendance at staff meetings and other such mandatory meetings, if the time spent at such functions is not continuous with the nurse's normal shift. Regular nursing unit meetings shall be scheduled by the Medical Center if a majority of the nurses in any unit vote in favor of this type of professional collaborative forum. The Medical Center shall have the discretion to determine whether a nursing unit meeting is required or voluntary, but a nurse will not be required to attend more than six mandatory meetings per fiscal year. Attendance for an individual nurse will be excused in the event of illness, emergency or pre-approved PTO. Nurses are expected to avoid such an exceptional circumstance whenever possible. All reasonable efforts will be made to schedule mandatory meetings to coincide with unit start and stop times.

16.3 Educational Days and Expenses. An annual maximum of 1,300 educational days paid at straight-time rates shall be provided by the Medical Center for nurses who have been employed by the Medical Center for at least six months, to attend non-mandatory educational programs on or off Medical Center premises. Further, effective July 1, 2019 \$230,000.00; effective July 1, 2020 \$235,000.00, effective July 1, 2021 \$240,000.00, and effective July 1, 2022 \$250,000.00 shall be provided by the Medical Center to assist participating nurses in meeting registration fees and related expenses in conjunction with attending such educational programs.

16.3.1 Allocation. The appropriate Medical Center official(s) shall determine and administer the allocation of funds and education days from this budget proportionally to the nursing units based on the number of full-time equivalent nurses per nursing unit, as of July 1 of each year, and shall report quarterly, if requested, to the Professional Nursing Care Committee regarding disbursements from the budget set forth above. As of April 1 of each year, all funds and education days that have not been approved will be pooled from individual units and be made available to all bargaining unit nurses.

16.3.2 Criteria for use. Educational days and funds 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. Educational offerings for basic core competencies required for the nurse's current position shall be excluded. The days and funds utilized for non-mandatory in-house educational offerings shall be limited to formalized public class or workshop offerings typically associated with CEU credits or nursing practice enhancement, unless otherwise approved by the Professional Nursing Care Committee. The funds may also be utilized for reimbursement to a nurse for the cost of a certification or re-certification examination upon the nurse's successful completion of the examination. The PNCC shall determine compliance with these fund criteria. The Medical Center may require nurses to make oral and/or written presentations regarding their educational experience to other Medical Center staff.

16.3.3 Hours compensated. A nurse granted an education day on the nurse's regularly scheduled day of work shall be compensated for all hours that the nurse would otherwise have worked. An evening or night shift nurse who is taken off the schedule the evening or night shift before the education day shall be compensated for all regular hours the nurse would otherwise have worked on that shift. A nurse granted an education day on the nurse's regularly scheduled day off shall be compensated eight hours at the nurse's regular rate of pay.

16.3.4 Procedure and unit guidelines. Requests for educational days should be made no later than two weeks prior to the posting of the schedule covering the period in which the days are sought. The Medical Center will respond to all requests no later than four weeks before the posting of the schedule. The education time off requests shall be considered at the same time as PTO request made with less than two work cycles notice as outlined in Article 10.7.3. 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. Such staffing needs shall be defined to include the minimum numbers of nurses allowed off as specified in Article 10. When the full number of educational day requests cannot be approved, preference will be given to the earliest

1 received request(s). A nurse's education day request shall not be granted if the
2 same day has previously been granted as PTO.

3
4 The provisions of this paragraph may be varied or supplemented by
5 agreement between a majority of the nurses on a nursing unit and the
6 manager(s) of that unit. Such agreement will be in the form of nursing unit
7 guidelines, copies of which will be kept on the unit and in Nursing Administration,
8 and will be sent to the Association. The Professional Nursing Care Committee
9 shall determine guidelines for pooled funds and days.

10
11 **16.3.5 Per diem application.** A per diem nurse shall be eligible for
12 educational days and expenses if the nurse, consistent with Section 3.6, has met
13 the availability requirements during the designated period immediately preceding
14 the date of application and during the designated period in which the application
15 is made. This restriction shall not apply if the per diem nurse was not in a per
16 diem status for the full designated period prior to the educational offering. This
17 requirement may not be amended by unit guidelines.

18
19 **16.3.6 Disclaimer of liability.** The Medical Center assumes no liability
20 whatsoever for any nurse while traveling to or from or attending any non-Medical
21 Center related outside activity, off the premises of the Medical Center, to the
22 extent allowable by law.

23
24 **16.4 Tuition Reimbursement.** In addition to the funds available under Section
25 16.3 herein, the Medical Center shall provide an annual maximum of \$95,000.00 to
26 assist nurses in meeting the cost of tuition, books and associated expenses for classes
27 that are part of a program to obtain a BSN or MSN. To qualify for reimbursement, the
28 nurse must complete the class or program with at least a grade of B. The Professional
29 Nursing Care Committee shall be responsible for developing and periodically revising
30 the criteria and parameters pertaining to access and distribution of these funds. In
31 addition to these funds, nurses may qualify for tuition reimbursement through the grant
32 provided to PeaceHealth Oregon Network Nurses as determined by the tuition
33 reimbursement policy. These funds will remain available until exhausted or terminated
34 according to the program guidelines.

1 **16.5 Education Employment Obligation.** The Medical Center reserves the
2 right to require that each nurse attending an educational program, including formally
3 organized in-house training programs (excluding orientation), for ten or more working
4 days at Medical Center expense sign a contract guaranteeing his/her continuing
5 employment in the same nursing unit of the Medical Center for at least one year
6 following attendance, or that he/she shall reimburse the Medical Center, including
7 authorization for payroll deduction, for payments in relation to such program on a
8 prorated basis if a voluntary termination or transfer should occur within that time period.
9 A nurse may be allowed to transfer positions without penalty if the Medical Center, the
10 Association and the nurse mutually agree to an earlier transfer application based upon
11 (1) similarity of units or (2) unsuccessful performance within the nurse's unit or training
12 program.

13
14 **16.6 Extended Training Programs.** The Medical Center may periodically
15 sponsor training programs that require extensive class work, internship and orientation,
16 including but not limited to the ICU, OR, Behavioral Health, and OB nursing units.

17 **16.6.1 Selection.** The qualified senior nurse applicant shall be given the
18 first opportunity to fill the vacancy. However, the Medical Center may give such
19 opportunity to a junior qualified nurse applicant based on such criteria as the
20 applicant objectively having more total years of nursing experience, years of
21 experience in the area for which the training is being offered, and/or
22 demonstrated motivation, education, skills or ability. The Medical Center will
23 develop a selection tool that incorporates the appropriate selection criteria for
24 evaluating applicants for extended training positions. The Association shall
25 receive a copy of the selection tool upon completion. The applicable posting
26 shall indicate that an extended training opportunity is available.

27
28 **16.6.2 Trial transfer.** A nurse who is selected for training shall be on a
29 trial period for as long as such training and orientation to the new position
30 continues in effect. If, during such trial period based upon clinical performance,
31 the Medical Center or the nurse determines that the nurse should not continue to
32 be trained or oriented for such position, the nurse shall be returned to his/her
33 former position (if available) with in-unit seniority restored, or to his/her original
34 unit and shift as a per diem nurse.

1 **16.6.3 Shift and unit preference.** A nurse who is unsuccessful during the
2 trial period shall also retain preference over all other applicants to return to open
3 positions on the nurse's original shift and retain in-unit seniority in the nurse's
4 previous nursing unit for a one-year period. This preference shall begin as of the
5 date the nurse leaves the program or orientation within the time parameters
6 specified above, and shall end as soon as the nurse accepts a position in his or
7 her unit and shift. During this time, the nurse may separately exercise one shift
8 bid and one unit preferential bid. If returned to his or her unit within this period,
9 the nurse's in-unit seniority shall be restored.

10
11 **16.6.4 Position bidding.** Upon completion of the extended training
12 program, the nurse must bid for available posted positions for which the nurse is
13 then qualified. Posted qualification for such specialized positions may waive
14 specific experience requirements for graduates of the training program.

15
16 **16.6.5 Reimbursement obligation.** The Medical Center may require a
17 nurse to agree, at or before the commencement of such training, to reimburse
18 the Medical Center for costs associated with the training, up to a maximum of
19 \$5,000.00, in the event that the nurse upon substantial completion of the
20 program declines to accept an available position for which the nurse has been
21 trained or to remain in the position for a maximum of two years. This amount
22 shall diminish proportionately over the two-year period. This obligation shall no
23 longer apply if the nurse is unable to continue serving in the position for the
24 required period due to circumstances beyond the nurse's control.

25 26 **ARTICLE 17 – PROFESSIONAL NURSING CARE COMMITTEE**

27 **17.1 Recognition.** Professional Nursing Care Committee shall be established
28 at the Medical Center. Its objectives shall include:

- 29 a. Coordinating constructive and collaborative approaches with the
30 Medical Center to problem solving regarding professional issues.
- 31
- 32 b. Considering the improvement of patient care.
- 33
- 34 c. Considering issues related to the practice of nursing.

1 d. Working to improve patient care and nursing practice.

2
3 e. Recommending to the Medical Center ways and means to improve
4 patient care.

5
6 **17.2 Responsibility.** The Medical Center recognizes the responsibility of the
7 Committee to make written recommendations to the chief nurse executive regarding
8 objective measures to improve patient care and to advise and assist the Medical Center
9 regarding guidelines and priorities for expenditures from the professional development
10 funds specified in Article 16.3. The recommendations will be duly considered. A written
11 response will be made to the Committee within ten working days or a mutually
12 acceptable period of time. The Medical Center will thereafter give due consideration to
13 the recommendation and will advise the Committee of action taken.

14
15 **17.3 Composition.** The Professional Nursing Care Committee shall be
16 composed of up to ten registered nurses employed at the Medical Center and covered
17 by this Agreement. The committee members shall be elected annually by the registered
18 nurse staff covered by this Agreement at the Medical Center and shall serve staggered
19 two-year terms to insure continuity. Vacancies on the committee may be filled by
20 appointment at the discretion of the Association. The committee shall annually elect
21 one person from within the committee to serve as chairperson. When practical, at least
22 one representative covered by this Agreement should be selected from each of the
23 following clinical disciplines: Operating Room, Critical Care, Medical, Surgical,
24 Obstetrical, Mental Health, and Emergency Room.

25
26 **17.4 Committee Meetings.** The committee shall, with the chief nurse
27 executive's coordination of time and place, schedule monthly meetings periodically, as
28 deemed appropriate by its members. The committee shall be entitled to a total
29 maximum of fifty hours each month, payable at each nurse's regular straight time rate of
30 pay, for the purpose of conducting committee business. In addition, a representative
31 from the committee shall be compensated at his/her regular straight time rate of pay for
32 the purpose of attending meetings of the Nursing Executive Committee and other
33 special projects to which the Medical Center mutually agrees. Committee meetings
34 shall be scheduled on a regular basis, and the Medical Center will make every
35 reasonable effort to release committee members from duty when necessary so that they
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1 may attend scheduled meetings. The committee shall prepare an agenda and keep
2 minutes of all meetings, copies of which shall be provided to the Chief Nurse Executive
3 and the Oregon Nurses Association.

4
5 **17.5 Agenda.** Appropriate agenda items may be submitted for consideration to
6 the chairperson of the committee from members of the nursing staff, nursing
7 administration and the Medical Center administration. Items involving the interpretation
8 of this professional Agreement will be excluded from discussion by this committee
9 unless a mutually agreed special project necessitates such discussion.

10
11 **17.6 Committee Liaison.** The chairperson of the Professional Nursing Care
12 Committee or designee may attend meetings of the Nurse Executive Committee or its
13 successor.

14
15 **17.7 Committee Invitations.** The committee may from time to time invite the
16 Chief Nurse Executive or his/her designee to its meetings at mutually agreeable times
17 for the purpose of exchanging information and/or to provide them with
18 recommendations on pertinent subjects. The Chief Nurse Executive or his/her designee
19 shall meet quarterly with the committee to discuss staffing. The Chief Nurse Executive
20 or his/her designee may bring to committee meetings such other individuals, including
21 department heads, whose participation may help to enhance the parties' dialogue
22 and/or to further their collaborative alliance.

23
24 **17.8 Staffing.** The Medical Center further recognizes the responsibility of the
25 committee to consider staffing issues, and to facilitate communications between
26 bargaining unit members and management regarding staffing issues that arise.
27 Moreover, in the mutual interest of resolving such issues internally whenever possible,
28 the committee shall meet with the Chief Nurse Executive regarding any issue involving
29 unsafe staffing or patient care that they are considering taking to an outside agency. In
30 addition, the PNCC will notify the chief nurse executive in writing prior to contacting
31 such agency.

32
33 Nurses are encouraged and expected to notify their manager, house
34 supervisor/house coordinator or charge nurse/facilitator of staffing issues as close as
35 possible in time proximity to the event(s) giving rise to the staffing concern and if
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1 practical prior to submitting an ONA Staffing Request and Documentation Form (SRDF).
2 If notice is provided to the charge nurse or facilitator, then the charge nurse/facilitator is
3 expected to notify the manager or house supervisor/house coordinator of the staffing
4 issue without delay. The Medical Center will assure that documentation of staffing
5 deficiencies and requests are not discouraged. Retaliation or intimidation of an
6 individual nurse who submits documentation of staffing deficiencies is inappropriate and
7 shall not be tolerated. A nurse who fills out such a report shall submit it to his/her
8 immediate supervisor with a copy to the committee for concurrent review. A member of
9 nursing administration, upon the committee's request, will attend the committee's next
10 scheduled meeting to review with the committee any such reports received within the
11 past month. The appropriate nursing administrator or designee shall respond within one
12 month in writing to each nurse submitting such a report and will send a copy to the
13 PNCC chair, and Staffing Committee.

14 15 **ARTICLE 18 – NURSING CARE DELIVERY**

16 **18.1 Legal Authority.** The Medical Center recognizes the legal and ethical
17 obligations inherent in the nurse/patient relationship and the accountability and authority
18 of the registered nurse in his or her individual practice.

19
20 **18.2 Nursing Assessment.** Only the registered nurse coordinates a patient's
21 total nursing care needs, including assessment, diagnosis, planning, intervention and
22 evaluation.

23
24 **18.3 Delegation.** A registered nurse will not be required or directed to assign
25 or delegate nursing activities to other personnel in a manner inconsistent with the
26 Oregon Nurse Practice Act.

27
28 **18.4 Staffing System.** The Medical Center and registered nurses will act in
29 compliance with the Oregon Hospital Nurse Staffing Law; ORS 441.151 to 441.177 and
30 ORS 441.179 to 441.186. The Medical Center Nurse Staffing Committee shall be
31 responsible for the development and implementation of a written Medical Center-wide
32 staffing plan for nursing services. The staffing plan shall be developed, monitored,
33 evaluated and modified by the Staffing Committee consistent with ORS 441.155, all
34 changes in structure proposed by the Medical Center that (1) support the staffing plan,
35 (2) affect direct patient care on the individual units and (3) have an impact on multiple
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units, (4) or change the unit direct patient care staffing matrix will be discussed and reviewed by the Staffing Committee prior to implementation.

18.4.1 Staffing plan. Pursuant to ORS 441.155; the staffing plan shall:

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

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

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

(d) Must be consistent with nationally recognized evidence-based standards and guidelines established by professional nursing specialty organizations;

(e) Must recognize differences in patient acuity;

(f) Must establish minimum numbers of nursing staff, including licensed practical nurses and certified nursing assistants, required on specified shifts, provided that at least one registered nurse and one other nursing staff member is on duty in a unit when a patient is present;

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

1 (h) Must consider tasks not related to providing direct care,
2 including meal breaks and rest breaks; and
3

4 (i) May not base nursing staff requirements solely on external
5 benchmarking data.
6

7 **18.4.2 Quality assurance.** The Medical Center Nurse Staffing Committee
8 shall evaluate and monitor the staffing plan for effectiveness and revise the
9 staffing plan as necessary as part of the Nurse Staffing Committee's quality
10 assurance process on an annual basis. The Medical Center Nurse Staffing
11 Committee shall maintain written documentation of these quality assurance
12 activities including the percentage of shifts for each unit for which staffing differed
13 from what is required by the unit staffing plan. Unit-based councils will, consistent
14 with the provisions for Section 18.7, be responsible for reviewing and either
15 amending or re-approving the staffing plan for their unit prior to submission for
16 approval to the staffing committee. The UBPC shall review the unit staffing plan
17 and applicable evaluation criteria a minimum of once per year. Nurse
18 representatives from the Staffing Committee shall attend Unit Based Council
19 meetings for the units they represent on a quarterly basis in order to assist with
20 plan development and evaluation. These Staffing Committee representatives
21 shall be paid for the time in attendance at such meetings.
22

23 The plan will be established by a consensus of the manager and a
24 majority of the members on the unit based council. If no consensus is reached,
25 the Unit Council and nurse manager shall bring the disputed plan(s) to the
26 Staffing Committee for resolution.
27

28 If consensus is reached in the council, the plan shall be put forward to the
29 staff nurses and non-RN direct care staff whose services are covered under the
30 unit staffing plan, on the unit for a vote conducted by the ONA unit representative
31 or designee. The UBC will make available for review to all eligible staff (i.e., staff
32 nurses and non-RN direct care staff as defined above), including charge nurses
33 and the nurse manager, proposed changes to the plan before bringing them to
34 the Staffing Committee for approval. The plan will be established by the majority
35 vote of eligible staff. If the plan is not approved by a majority of the staff on the

1 unit, it will be returned to the UBC to revise based on feedback from the staff and
2 then resubmitted to the unit for vote. Plans that are voted down twice will result
3 in the designation of the unit as a “hot spot.”
4

5 The plan should be evaluated utilizing evidence-based criteria, including
6 nursing sensitive quality indicators collected by the Medical Center and provided
7 to the unit-based councils and the Staffing Committee. Any unit without an active
8 unit-based council will work with the co-chairs of the Staffing Committee for
9 assistance.

10 **18.4.2.1 Unit council Chairs and Staffing Committee**

11 representatives shall receive annual training on best practices for staffing
12 plan development, implementation and evaluation methods as well as the
13 methodology used to calculate the productivity index and staffing matrices.
14 This training will be developed and delivered jointly by the Medical Center
15 and the Association. Time spent in training will be paid time.
16

17 **18.4.3 On-call nurses or agencies.** The Medical Center shall maintain
18 and post a list of on-call nursing staff or staffing agencies to provide replacement
19 for nursing staff in the event of vacancies. The list of on-call nurses or agencies
20 must be sufficient to provide replacement staff. The Medical Center will make
21 reasonable efforts to contact all of the on-call nursing staff or staffing agencies on
22 the list. The Medical Center will maintain a method for sending blast text
23 messages to nurses who have agreed in writing to share their cell phone
24 numbers so that they may be notified of scheduling needs for specific units and
25 shifts.
26

27 **18.4.4 Changes in governing statute.** In the event that the provisions of
28 the Oregon Hospital Nurse Staffing Law ORS 441.151 to 441.177 and ORS
29 441.179 to 441.186 are changed, the provisions of this Article 18 will be deemed
30 modified in accordance with such changes.
31

32 **18.5 Evaluation of Staffing Method.** The Medical Center agrees to confer
33 with the Association regarding the use of patient outcome and quality indicators and to
34 review its staffing methodologies on an annual basis with the Association. Patient
35 outcome indicators, including but not limited to current American Nurses Association
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quality indicators (NDNQI), and ONA Staffing Request and Documentation Form data, will be utilized as part of the evaluation of the adequacy of the staffing system.

18.6 Staffing Committee. RiverBend and University District shall each maintain a Nurse Staffing Committee. To the extent possible, the Nurse Staffing Committee shall (1) include equal numbers of Medical Center nurse managers and direct care registered nurses, (2) include at least one direct care registered nurse from each Medical Center nurse specialty or unit, as defined by the Medical Center, to be selected by direct care registered nurses from the particular specialty or unit, and (3) have as its primary goal to ensure that the Medical Center is staffed to meet the healthcare needs of patients pursuant to ORS 441.154 Oregon Hospital Nurse Staffing Law. The committee shall consist of a minimum of ten nurse managers and ten direct care registered nurses from designated specialties or units, with a minimum quorum as established by the Nurse Staffing Committee policy and Charter. Only equal numbers of hospital nurse managers and direct care nursing staff may vote. If the Medical Center wishes to change these arrangements, it shall first review the matter with the Association and the committee.

18.6.1 RiverBend Nurse Staffing Committee (RBNSC) . The committee shall consist of a minimum of ten nurse managers and ten direct care registered nurses from designated specialties or units, with a minimum quorum as established by the Nurse Staffing Committee policy and charter. The Staffing Committee shall determine the appropriate unit clusters for each committee position. Only equal numbers of hospital nurse managers and direct care nursing staff may vote. If the Medical Center wishes to change these arrangements, it shall first review the matter with the Association and the committee.

18.6.2 University District Nurse Staffing Committee. The committee shall consist of a minimum of four direct care registered nurses including the University District Float Pool. The minimum quorum, number of nurse managers and voting procedures shall be established by the Nurse Staffing Committee policy and charter.

18.6.3 The Structures that Support the Staffing Plan. Upon annual review of the structures that support the staffing plan, a designated member from

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1 each of the following units: Float Pool, RN Care Management, IV Therapy, and
2 House Coordinators will be invited to the staffing committee for discussion and
3 approval. In addition, representatives from any of these units may be invited to
4 participate in committee meetings by invitation from one of the co-chairs.

5
6 **18.6.4 Committee Work.** Each committee shall meet a minimum of six
7 times per year. Time spent in the committee and preparation work as agreed
8 upon by the committee shall be paid at the nurse's straight time rate of pay.

9
10 **18.6.5 Ad hoc subcommittees.** An ad hoc subcommittee of the Staffing
11 Committee will be established as needed for addressing areas with staffing
12 issues identified as needing immediate attention (also known as "hot spots").
13 These hot spots will be identified through the current process established by the
14 Staffing Committee and the PNCC. A subcommittee will pull in ad hoc members
15 as resources to address specific issues at the local unit level. It is expected that
16 a subcommittee will develop, in conjunction with the nursing unit personnel,
17 evidence-based interim solutions to identified "hot spots" within ninety days of the
18 beginning of the assessment process for the particular area. A subcommittee will
19 report to the Staffing Committee regarding its activities on a regular basis. The
20 work of a subcommittee will not supplant the work to be performed by the
21 Staffing Committee as described in Article 18.4. No interim solutions developed
22 by a subcommittee will serve as precedent for any component of the staffing plan
23 developed by the Staffing Committee.

24
25 **18.7 Unit-Based Practice Councils.** Each nursing unit will develop an
26 interdisciplinary practice council, also referred to as a unit-based council. Such a
27 council will be responsible for making recommendations and accomplishing tasks
28 related to unit goals and policies related to interdisciplinary patient care (including
29 operational, clinical, standardization, staffing and scheduling, voluntary on-call
30 guidelines, budgetary, risk management, patient safety, employee safety, quality
31 improvement and peer review issues). A standing or ad hoc subcommittee or task force
32 consisting of nurses only shall be established to deal with issues specific to the practice
33 of nursing or contractual unit guidelines (e.g., PTO, on-call, education), including the
34 review and amendment of nursing competency and skill checklists on nursing units.
35 Any ad hoc or standing committee dealing with contractual issues shall include the
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1 unit's ONA Unit Representative or ONA designee and be reflected in the minutes. All
2 recommendations made by such committees must be in compliance with the current
3 contract, with applicable legal requirements, and with Medical Center policy and
4 procedure.

5 **18.7.1 UBPC Charters.** The charter and by-laws that govern the UBPCs
6 shall be developed with input from the UBPC chairs and co-chairs. The charter
7 and by-laws shall be provided to the Association for review to ensure compliance
8 with the collective bargaining agreement prior to implementation or modification
9 as warranted.

10
11 **18.7.2 Member selection.** Nurse members on each council will be
12 accepted on a voluntary basis. If the number of nurse volunteers exceeds the
13 number of nurse vacancies, as determined by the council, then nurse members
14 will be determined by majority vote among unit nurses. This vote shall be
15 conducted by an ONA unit representative or designee. Councils are encouraged
16 to include representatives from all areas of nursing practice for the unit and from
17 all shifts. If an ONA Unit Representative is not voted onto the council they shall
18 hold an ad hoc seat on the council.

19
20 **18.7.3 Chairperson selection.** Committee members shall, by consensus,
21 select a staff nurse to serve as chair of any such committee. It is expected that
22 the chair of any such committee shall serve for a term of twelve months. Upon
23 request by the chairperson, assistance (including a co-chair role if desired) will
24 be made available by the unit manager to the selected chair in his or her role.

25
26 **18.7.4 Agenda and minutes.** Committee and subcommittee agendas
27 shall be set with input from the group participants. Meeting minutes shall, to the
28 extent allowed by Medical Center risk management guidelines, be made
29 available to all unit nurses, the PNCC and the Association.

30
31 **18.7.5 Issue resolution.** Decisions and recommendations shall be by
32 consensus, or as otherwise specified by this Agreement. Only unit based council
33 members may vote on recommendations to the unit. The council
34 recommendations will be put forward as a vote to all nurses on the unit. The vote
35 shall be conducted by the ONA unit representative or designee and shall be

1 determined by a simple majority. Nursing issues that cannot be satisfactorily
2 resolved at the unit based council level may be forwarded to the appropriate
3 Medical Center committee (e.g., staffing, nursing practice, safety, nursing
4 council), PNCC and/or the Association negotiating committee for processing. All
5 such referrals shall be reflected in the minutes. If forwarded to the PNCC and/or
6 the negotiating committee they will review all such issues of concern and
7 determine if further action is warranted.

8 9 **ARTICLE 19 – NO STRIKE, NO LOCKOUT**

10 **19.1** In view of the importance of the operation of the Medical Center facilities
11 in the community, the Medical Center and the Association agree that, during the term of
12 this Agreement, (a) there will be no lockouts by the Medical Center, and (b) neither the
13 nurses nor their agents or other representatives shall authorize, assist or participate in
14 any strike, including any sympathy strike, picketing, walkout, slowdown, or any other
15 interruption of work by bargaining unit nurses, including any refusal to cross any other
16 labor organization's picket line. This provision shall not be interpreted to prohibit nurses
17 from voicing conscientious quality of patient care concerns in any manner other than as
18 specifically set forth above.

19 20 **ARTICLE 20 – GENERAL PROVISIONS**

21 **20.1 Sale, Merger or Transfer.** In the event the Medical Center merges, is
22 sold, leased, or otherwise transferred to be operated by another person or firm, the
23 Medical Center shall have an affirmative duty to call this Agreement to the attention of
24 such firm or individual and, if such notice is so given, the Medical Center shall have no
25 further obligation hereunder. The Medical Center will also provide notice to the
26 Association of any such sale, lease or transfer at least ninety days prior to the closing
27 date.

28
29 **20.2 Superseding Document.** This Agreement constitutes the entire
30 Agreement and understandings arrived at by the parties after negotiations and replaces
31 all previous agreements, written or oral.

32
33 **20.3 Bargaining During Agreement.** The parties acknowledge that during the
34 negotiations which resulted in this Agreement, all had the unlimited right and opportunity
35 to make demands and proposals with respect to any subject or matter not removed by
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1 law from the parties' consideration, and that all written agreements arrived at by the
2 parties after the exercise of that right and opportunity are set forth in this Agreement.
3 Therefore, the parties hereto, for the life of this Agreement, each voluntarily and
4 unqualifiedly waives the right, and each agrees that the other shall not be obligated, to
5 bargain collectively with respect to any subject or matter, excluding the parties' legal
6 obligation to bargain the alteration of existing terms or working conditions of
7 employment. The parties further agree, however, that this Agreement may be amended
8 by the mutual consent of the parties in writing at any time during its term.

9
10 **20.4 Non-Reduction of Benefits/Past Practices.** The signing of this
11 Agreement shall not result in a reduction of benefits or terms and conditions of
12 employment that are currently in effect and are not expressly covered herein, provided
13 that such benefit or working condition is well established at the Medical Center. In
14 addition, past customs or practices shall not be binding on the parties unless they are
15 well established. Well established practices which affect the terms and conditions of
16 employment of the bargaining unit shall not be unilaterally reduced or discontinued by
17 the Medical Center without first bargaining with the Association. For purposes of this
18 paragraph, "well established" shall mean that the benefit or working condition is
19 unequivocal and readily ascertainable as an established practice accepted by both the
20 Association and the Medical Center over a reasonable period of time.

21
22 **20.5 Safety Committee.** The Medical Center will appoint two nurses to the
23 Medical Center's Safety Committee, or any committee designed by the Medical Center
24 as the successor to such committee, from a list provided by the Association of five or
25 more nurses employed by the Medical Center. Such appointment shall be made within
26 thirty days of the Medical Center's receipt of the list. The nurse's time spent at
27 committee meetings will be compensated at the nurse's straight time rate of pay, and
28 the nurse will be released from duty as necessary to attend such meetings.

29
30 **20.6 Parking and Transportation.** Parking access, fees and other rules for
31 nurses shall be in accordance with the Employer's Employee Transportation policy.
32 The Medical Center will notify the Association and provide the Association an
33 opportunity to bargain regarding any substantive changes in the policy. Nurses will be
34 charged no greater rates for parking on or in the Employer's parking facilities than rates
35 charged to other employees. The Medical Center will continue to pay for the cost of
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nurses' Lane Transit District bus passes that are utilized for travel to and from work, which the parties encourage nurses to use instead of driving to work. The Medical Center shall assure that reasonable security precautions are in place for nurses (and their parked vehicles) who utilize the Employer's parking facilities.

20.7 Labor Management Committee. A committee consisting of Medical Center representatives and bargaining unit representatives shall meet monthly, not to exceed two hours unless extended by mutual agreement with the intent of proactively resolving contract and other workplace issues. For the duration of this Agreement, mutually agreed periods of time in Committee meetings will be dedicated to a discussion of subjects related to the impact of health care reform on the delivery of patient care at the Medical Center, including enhancement of the patient experience and reductions in cost. These meetings shall be utilized to clarify contract interpretations, address workplace issues as they arise, and reach new supplemental agreements when necessary. Time spent by bargaining unit members of the Committee attending such meetings shall be compensated at the nurse's regular rate of pay. The Medical Center will seek in good faith to allow nurses the necessary time off for participation in committee meetings, subject to the operational requirements of the Medical Center. Nurses shall not suffer a loss of scheduled hours due to their participation in committee meetings, provided they are willing to work the make-up hours (at the regular rate of pay) necessary to reach their scheduled status.

20.8 Labor Management Health Benefits Committee. The Medical Center and the Union, recognize the importance of undertaking joint efforts to ensure that employees have access to cost effective, quality health care and other insurance coverage. Both the Medical Center and the Union share a mutual interest in researching best practices in cost containment features and benefits that ensure quality but also address increasing costs.

To address these issues, the parties will maintain a Labor Management Health Benefits Committee. The Association and Medical Center will each appoint up to four representatives to the committee. The committee agenda shall be developed with input from representatives of all committee members; minutes shall be taken at the committee meetings and made available to all committee members. The committee shall be advisory and shall meet quarterly and more often as mutually agreed. All

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1 employee representatives on the committee will be paid for time attending meetings.
2 The parties agree to engage in a fully transparent process of information sharing that
3 will lead to stronger engagement and overall success.
4

5 This committee will research, review and adopt incentive-based programs and
6 may provide recommendations regarding plan design and inpatient and outpatient
7 benefits provided under the plan. The committee will work to:

- 8 1. Maximize prevention benefits
9
- 10 2. Incentivize healthy behaviors and wellness programs
11
- 12 3. Remove barriers to chronic disease management such as lower or
13 free pharmaceutical costs and free office visits.
14
- 15 4. Encourage use of high value benefits and discourage benefits of
16 low value but high costs such as high-end imaging.
17
- 18 5. Educate and incentivize on the use of generic drugs.
19
- 20 6. Develop a plan to educate and assist Employees on the various
21 financial assistance programs available including those offered by PeaceHealth.
22

23 If the committee produces mutually agreed upon recommendations for incentive-
24 based wellness programs, the Medical Center and the Union shall convene a meeting to
25 review the recommendations for potential adoption. The parties' discussion at such
26 meeting shall not constitute formal bargaining.
27

28 The committee may include representatives from the Service Employees
29 International Union Local 49 and other represented employee groups. In addition, the
30 committee will meet twice annually with a PeaceHealth system benefit representative to
31 review trends, data (including PeaceHealth system-wide and facility specific data) and
32 discuss suggestions.

1 Committee participants shall receive an annual training on Health Insurance plan
2 design, data analysis tools and other information to facilitate participation and
3 effectiveness of the committee.

4
5 **20.9 Workplace Violence Prevention Committee.** The Medical Center and the
6 Association aim to create a culture where violence and aggressive behavior will not be
7 tolerated in the work environment.

8 **20.9.1** The PeaceHealth Oregon Workplace Violence Prevention
9 Committee shall meet on a set schedule for minimum of two hours a month
10 (unless the parties mutually agree to alter this schedule) with dedicated time on
11 the agenda for discussion of nurse related issues. A staff nurse shall serve as co-
12 chair of this committee.

13
14 **20.9.2** The committee shall include representatives from management and
15 staff to include six nurses and two alternates, preferably to include a minimum of
16 two nurses from each campus (RiverBend and University District), to be selected
17 by the Association with additional representation from Home Care Services as
18 detailed in the ONA and Sacred Heart Home Care Services collective bargaining
19 agreement. The Medical Center will pay for a maximum of six nurses to attend
20 the committee and subcommittee meetings. The nurses serving on this
21 committee shall be provided with ninety minutes of paid time to prepare input to
22 inform the work of the committee and work on sub-committee assignments as
23 defined in the charter.

24
25 **20.9.3 Policy development, Evaluation, Education and Training.** The
26 Medical Center is committed to developing policies, education, and training, with
27 input from nursing staff to support a comprehensive Workplace Violence
28 Prevention Program. These policies shall be presented to the committee for
29 review and feedback, prior to implementation, and also reviewed and evaluated
30 annually.

31
32 The Medical Center shall require all nurses receive education and training,
33 at least annually, on workplace violence prevention. Workplace violence
34 prevention education shall also be incorporated into new employee orientation
35 and for any nurse transferring to a different unit or position within the Medical

Center. The committee shall review and provide feedback regarding the education and training prior to implementation. The Medical Center shall provide, upon request, the Association with documentation of these trainings and education modules.

20.9.4 The Medical Center will provide Employee Assistance Program and spiritual care information to affected nurses within seventy-two hours of receiving notice of an incident.

20.9.5 The Medical Center is committed to providing timely notification of workplace violence events that may impact staff with the emphasis on preventing future incidents. Upon request, a subcommittee, with staff nurse representation, shall meet immediately to review workplace violence incidents. Incidents will also be reviewed and analyzed at the next meeting of the committee.

20.10 Continuous Improvement Processes. Nurses will be invited to participate in continuous improvement processes addressing patient care. There will be meaningful inclusion of nurses in these discussions and processes. Nurses' participation will be in numbers sufficiently meaningful to represent their perspective. All time spent by bargaining unit members participating in these processes will constitute working time and will be compensated accordingly. The Medical Center will seek in good faith to allow nurses the necessary time off for such participation, subject to the operational requirements of the Medical Center. Nurses shall not suffer a loss of scheduled hours due to their participation in these processes, provided they are willing to work the make-up hours (at the regular rate of pay) necessary to reach their scheduled status.

20.11 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. All provisions contained in this Agreement are subject to government review and approval under applicable economic controls, laws and regulations.

1 **20.12 Introductory Meeting for Managers.** The Medical Center and the
2 Association will schedule a meeting for nurse managers, directors, and chief nursing
3 officers who are new to their leadership role to meet with the Association and Human
4 Resources Director within ninety days of hire. The Association and Medical Center will
5 agree to the content of such meeting within sixty days of ratification and annually
6 thereafter. The purpose of the meeting is provide information as to the Agreement, the
7 role of the Association and ways to collaborate and build relationships.

8
9 **20.13 Agreement Training.** The Medical Center and the Association will
10 collaborate to develop and conduct training for nurses and leaders regarding the
11 Agreement and changes annually or more frequently as needed. The training will be
12 jointly conducted and provided within ninety days of ratification of a new agreement.
13 The Medical Center will coordinate scheduling to accommodate access for all shifts and
14 locations. All nurses who attend the training will be paid at their straight-time hourly
15 rate.

16 17 **ARTICLE 21 – DURATION AND TERMINATION**

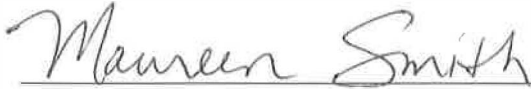
18 **21.1 Duration.** This Agreement shall be effective the first full payroll period
19 following its ratification by the nurses, except as otherwise specifically provided for
20 herein, up to and including April 15, 2023, and from year to year thereafter if no notice is
21 served as hereinafter provided.

22
23 **21.2 Modification/Termination Notice.** If either party wishes to modify or
24 terminate this Agreement it shall serve notice of such intention upon the other party no
25 more than 120 days and no less than ninety days prior to the expiration or subsequent
26 anniversary date. In the event that notice of modification only is provided, the terms of
27 this Agreement shall remain in effect and shall thereafter be terminated only upon
28 written notice of termination provided by either party.

IN WITNESS WHEREOF the Hospital and Association have executed this Agreement
as of July 25, 2019.

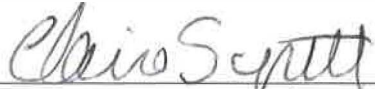
OREGON NURSES ASSOCIATION

SACRED HEART MEDICAL CENTER



Maureen Smith, ONA Labor Representative

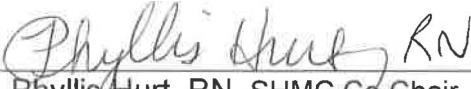




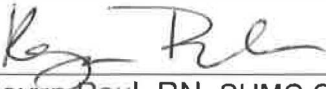
Claire Syrett, ONA Labor Representative



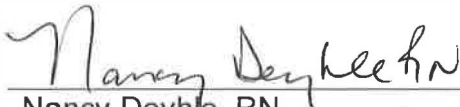
Laura Lay, RN, ONA Labor Representative

 RN

Phyllis Hurt, RN, SHMC Co-Chair



Kevyn Paul, RN, SHMC Co-Chair

 RN

Nancy Deyhle, RN

 RN

Jess Detering, RN

 RN

Wendy Nau, RN




Tonya O'Dell, RN

OREGON NURSES ASSOCIATION

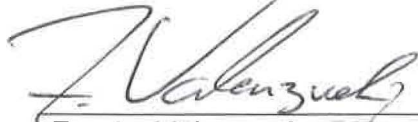
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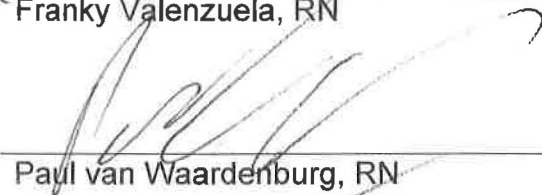
Lisa Diriwachter, RN



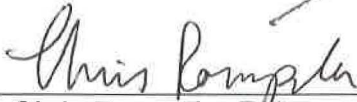
Mandy Pennfather, RN



Franky Valenzuela, RN



Paul van Waardenburg, RN



Chris Rompala, RN



Nicole Brooks, RN

Appendix A – WAGE RATES

Section 1. Nurses shall receive the following hourly wage rates effective the first full pay period subsequent to the following dates:

	7/1/2019	7/1/2020	7/1/2021	7/1/2022
Step	3.00%	3.00%	3.00%	3.50%
1	37.70	38.83	39.99	41.39
2	38.84	40.01	41.21	42.65
3	40.11	41.31	42.55	44.04
4	41.41	42.65	43.93	45.47
5	42.82	44.10	45.42	47.01
6	44.32	45.65	47.02	48.67
7	45.96	47.34	48.76	50.46
8	46.94	48.35	49.80	51.54
9	47.88	49.32	50.80	52.58
10	49.89	51.39	52.93	54.78
11	52.04	53.60	55.20	57.14
12	53.22	54.82	56.46	58.44
13	54.40	56.04	57.72	59.74
14	55.61	57.28	59.00	61.06
15	56.87	58.57	60.33	62.44
16	58.29	60.04	61.84	64.00
17	-	-	63.38	65.60

Section 2. Advancement to higher steps:

A. Nurses will move from Step 1 through Step 9 the first full pay period after one year of service as a nurse at the previous step, beginning with Step 1.

B. Nurses will move from Step 9 through Step 14 the first full pay period after two years of service as a nurse at the previous step, beginning with Step 9.

C. Nurses will move from Step 14 through Step 16 the first full pay period after three years of service as a nurse at the previous step, beginning with Step 14.

1 D. Effective the first full pay period following July 1, 2021, nurses will
2 move from Step 16 through Step 17 after four years of service as a nurse at the
3 previous step, beginning with Step 16
4

5 Effective the first full pay period following July 1, 2021, nurses who have
6 been at a Step 16 for four years or more as of the beginning of the first full pay
7 period July 2021 will move to the new Step 17 and will have that date as their
8 new anniversary date for purposes of subsequent step advancement.

Appendix B – OR, PACU, CATH LAB, ENDO ON-CALL TIME

1. In lieu of the amount in Article 9.7.1, regular, per diem, and temporary nurses in the Operating Room, Post Anesthesia Care, Endo and Cath Lab Units who are on-call as defined in Section 9.7 for more than forty-eight hours in a four-week scheduled cycle will receive double the mandatory call rate under Section 9.7.1 for all on-call hours in excess of said forty-eight hours.

2. In lieu of the amount in Article 9.7.1, regular, per diem, and temporary nurses in the Operating Room, Post Anesthesia Care, Endoscopy, and Cath Lab units who are on-call as defined in Section 9.7 for more than ninety-six hours in a four-week scheduled cycle shall receive \$16.00 per hour for all on-call hours in excess of said ninety-six hours.

3. On-call hours paid at the Article 9.7.1 rate will be known as Tier 1 hours. Excess hours from forty-eight to ninety-six will be known as Tier 2 hours and hours in excess of ninety-six shall be known as Tier 3 hours.

4. All OR and PACU nurses who have worked fifteen or more years in the OR will be exempt for call until all other nurses in their unit subject to and available for call scheduling are scheduled for thirty-two hours of call for the four-week cycle where another nurse in their unit would need to be scheduled for more than thirty-two hours of call. These nurses shall be exempt from call assignment in order of each nurse's original exemption date within either unit. Notwithstanding the provisions of this paragraph, an exempt nurse may agree to take call.

5. The Medical Center will assign and pre-post all scheduled Tier 1 shifts for regular, temporary, and traveling nurses. A per diem nurse may consent to be scheduled for Tier 1 shifts. Regular, temporary, and per diem nurses shall be scheduled first with any unfilled hours then assigned to traveling nurses. Regular staff may then self-schedule for any additional scheduled on-call shifts still unfilled. The Medical Center may then assign available traveling, temporary, and per diem nurses for any unfilled hours. The Medical Center may then assign regular staff for any unfilled hours. In the event a pre-assigned call shift is left uncovered due to unforeseen circumstances, the Medical Center will assign the uncovered call shift based on a system of rotation, commencing with the least senior nurse.

1 6. Any nurse who serves as the on-call Team Leader for the OR on a
2 weekend shall receive a minimum of two hours of pay for that weekend at the nurse's
3 regular rate of pay, even if the nurse has worked less than two full hours during the
4 weekend. Such minimum pay shall be in addition to any on-call or callback pay to
5 which the nurse may be entitled.

Appendix C – SEVERANCE BENEFITS

Sacred Heart Medical Center (“Employer”) and the Oregon Nurses Association (“Association”) hereby agree as follows:

1. PeaceHealth has adopted a new system-wide Severance Policy (“Policy”). Under the terms of the Policy, its provisions shall apply to caregivers covered by a collective bargaining agreement if their bargaining representative agrees in writing that the provisions are subject to the right of PeaceHealth to modify or terminate the provisions unilaterally at any time.

2. Accordingly, the parties agree that caregivers represented by the Association are eligible to receive benefits under the Policy, in accordance with the terms of the Policy as determined by the Employer in its sole discretion, in the same manner and for as long as the Policy applies to all other non-supervisory caregivers of the Employer.

3. Under the terms of the current Policy, severance benefits are available to an employee in the event of a termination of employment, resulting from position elimination or reduction in force, with no opportunity for recall. Under the terms of the parties’ Agreement, however, nurses who are subject to layoff have recall rights pursuant to Section 14.1. Accordingly, the terms of the parties’ Agreement as written preclude the eligibility of bargaining unit members for severance benefits if their employment is terminated.

4. The parties wish to avoid the outcome described in paragraph three above. Accordingly, the parties agree that a nurse, after having been notified of elimination of his/her position or of his/her displacement pursuant to Section 14.1, may elect to receive severance benefits in accordance with the terms of the Policy. Nurses must make this election in writing within seven calendar days after having received notice of elimination of their position or of their displacement. Failure to satisfy this requirement shall result in forfeiture of the opportunity to elect severance benefits.

5. The election described in paragraph four above is not available in the event of a reduction of hours worked or a reduction in FTE status. An employee’s receipt of severance benefits is conditioned on the employee’s termination of employment.

1 6. A nurse's election to receive severance benefits in accordance with
2 paragraph four above shall constitute a waiver by the nurse of any of the rights
3 described in Section 14.1 of the parties' Agreement.
4

5 7. In addition to application of the severance benefit as described above,
6 upon request by the Association after it has received notice of layoff under Section
7 14.1.3, the parties will meet to discuss possible application of the severance benefit to
8 nurses prior to implementing the reduction in force provisions in Section 14.1 of the
9 parties' Agreement.

Appendix D – SECONDARY JOBS

The parties mutually agree to the following provisions applicable to bargaining unit nurses who concurrently occupy a contract and non-contract position at PeaceHealth Oregon Region or who concurrently occupy a position in this bargaining unit and in the SHHCS bargaining unit.

1. Service Credit. All regularly scheduled position hours both in and out of the bargaining unit shall be counted toward employment service credit normally awarded by policy or specific benefit plans to PeaceHealth employees (PTO accrual rates, retirement, medical insurance, etc.).

2. Per Diem Requirements. Per diem work requirements, described in Section 3.6 of the Collective Bargaining Agreement (including on-call scheduling), shall not apply to the nurse's secondary job class. One position (typically the one with regularly scheduled or greater number of hours) shall be designated as the primary job class.

A per diem nurse who does not meet the minimum requirements set forth in Section 3.6 shall be removed from the per diem position pursuant to Article 3.6.7.

3. Grievance. Grievances, including arbitration, shall be applied by primary position for nurses who hold positions both in and out of the bargaining unit (exception: single stand-alone offenses that result in termination):

a. Primary position in the bargaining unit:

(i) The nurse may utilize the grievance procedure as outlined by contract, which shall be applied to both primary and secondary job classes.

b. Primary position not in the bargaining unit:

(i) If the incident which is the subject of the grievance arises from the nurse's bargaining unit position, the contract grievance procedure shall control.

(ii) If the incident which is the subject of a grievance arises from the nurse's non-bargaining unit position, hospital policy controls and the contract grievance process is not applied.

Incidents resulting in progressive discipline originating from a non-ONA bargaining unit position shall not be utilized as the basis for further progressive discipline for a bargaining unit position, unless the Medical Center can affirmatively demonstrate that such disciplinary action would have withstood any challenge through the grievance process had the nurse been represented by the Association. Discipline arising within the bargaining unit may be utilized in the discipline or termination of a nurse regarding the nurse's non-bargaining unit position.

Single stand-alone incidents that result in termination from all PeaceHealth employment (not discipline based upon prior work performance or discipline) shall be subject to the contractual grievance and arbitration procedure to the extent it has an effect on employment in the bargaining unit position, regardless of whether the incident giving rise to the discharge originates from a bargaining or non-bargaining unit position.

4. Paid Time Off. The nurse shall receive Paid Time Off (PTO) accrual and rates of pay in accordance with contractual requirements or HR policy applicable only to the nurse's primary job class for all hours compensated. This application is without regard to bargaining unit or non-bargaining unit status of hours worked or compensated.

A nurse holding positions of approximately equal hours both in and out of the bargaining unit shall, at the nurse's discretion and at the time of acceptance of a secondary job class, declare which position shall be considered the nurse's primary job class. This declaration shall determine the applicable PTO accrual rate and pay benefit the nurse shall receive.

5. Sixth and Consecutive Day Premium Pay. For nurses whose primary position is in this bargaining unit, shifts worked both in and out of the bargaining unit shall count toward sixth and consecutive day pay, provided that (a) such work constitutes a day of work as defined by contract, (b) the sixth and consecutive day(s) of work consist of bargaining unit work, and (c) if a nurse volunteering for or agreeing to

perform additional work is thereby entitled to consecutive day premium pay under this paragraph, the nurse shall note such entitlement on the appropriate sign-up sheet.

6. General Policies. Health and welfare, bereavement leave, jury duty, and court witness benefits shall be based upon regularly scheduled position hours and continue to be applied to and coordinated between all of an employee's scheduled PeaceHealth hours.

7. Work Schedules/Floating. Although there may be coordination of scheduling between bargaining and non-bargaining unit positions for the posted work schedules, bargaining unit position scheduling shall be governed exclusively by the contract. There shall be no scheduled partial shifts, including on-call assignments, nor floating from bargaining to non-bargaining unit positions, or vice-versa, during a shift of work. Next day off rest provisions as specified by contract shall be applicable to all PeaceHealth hours.

8. Supervisory Nurses. Nurses may not hold a position in the bargaining unit if they simultaneously hold a supervisory PeaceHealth position. This provision shall not prevent said nurses from performing fill-in work provided such work does not displace or deny any bargaining unit nurse from work to which they otherwise would have been entitled under the Agreement.

9. Bargaining/Non-Bargaining Unit Hybrid Positions. Bargaining unit positions, as defined by contract, shall be posted and awarded separately from non-bargaining unit positions.

10. Unpaid LOA. A scheduled unpaid absence from a bargaining unit position shall be considered a "leave of absence" for purposes of return rights following the absence, even though the nurse may continue to work in his or her non-bargaining unit position. In this circumstance, the nurse's bargaining unit position will only be available if the absence is for twelve weeks or less, as more specifically detailed in Section 11.6 of the Agreement. For absences of twelve weeks or more, Article 11.7 shall apply.

1 **11. Roster.** The Medical Center shall forward to the Association each
2 calendar quarter a list of all bargaining unit nurses holding secondary jobs under this
3 Agreement. This list shall note the nurse's name, primary and secondary job titles and
4 regularly scheduled hours (or per diem/casual status) and date that the secondary job
5 was initiated.

Appendix E – MANDATORY TRAINING

The parties hereby agree to the following provisions pertaining to the fulfillment of annual mandatory training activities.

1. Responsibility of the Medical Center to offer. The Medical Center shall provide nurses advance notice of at least four months of annual mandatory trainings and educational requirements. This obligation may be satisfied by providing such information on the learning management system. It shall also inform nurses by e-mail and unit posting of training requirements that become mandated by law or regulation during the interim annual period. The Medical Center shall provide to nurses sufficient opportunity to timely complete their annual mandatory trainings. Such opportunity may be made available through various measures, which may in the Medical Center's discretion include any or all of the following:

a. Providing a specified number of non-regularly scheduled hours for a nurse to devote to mandatory training.

b. Conducting seminars and/or unit in-services on mandatory training issues.

c. Establishing specific days and times for conducting training that is not on-line. Notice of such specific days and times will be provided as far in advance as possible, and no less than fifteen days in advance. These trainings shall be scheduled at suitable times for all shifts.

d. At the request of the nurse, to the extent required during regularly scheduled hours, allowing the nurse sufficient uninterrupted time with no patient care responsibilities to complete training modules.

2. Responsibility of nurses to complete. It shall be the responsibility of each nurse to gain a clear understanding of all mandatory trainings he/she must complete, and to make individual arrangements to assure such training is timely completed. All nurses are accountable for timely completing on an annual basis 100 percent of their mandatory training requirements by the date designated by the Medical Center, which will not be changed more than once during the life of this Agreement.

1 **3. Medical Center notification.** The Medical Center will remind nurses in
2 writing of their obligation to timely complete their mandatory training requirements at
3 least two months prior to the designated annual completion date. Within thirty days
4 after the designated annual completion date, the Medical Center shall notify each nurse
5 who according to its records has not completed his/her mandatory training
6 requirements, and shall provide clear direction that the nurse may obtain all information
7 for completing such requirements from the nurse's manager. Nurses will have the
8 opportunity to correct any perceived errors in the Medical Center's notice of non-
9 compliance.

10
11 **4. Exception to four-month notice provision.** If there is a compelling
12 regulatory or patient safety issue(s) that requires a more vigorous timeline, training may
13 be exempt from the four-month notice. An exception to the four-month notice obligation
14 in paragraph one above may apply when the Chief Nurse Executive or designee
15 authorizes such an exception and submits such authorization to the Association and
16 local Association executive committee members for review and approval. The
17 Association may, within ten business days of such notice, contact the Chief Nurse
18 Executive or designee to discuss any concerns or issues the Association may have.
19 Failure to establish such contact will be deemed an agreement with the exception. If
20 agreement cannot be reached on the conditions for implementing the training, an
21 exception will not be granted. The Association will not unreasonably withhold its
22 agreement. The Medical Center will not implement any training pursuant to the
23 exception in this paragraph during the last thirty days of the mandatory training year.

24
25 **5. Preservation of contract rights.** This provision shall not impede the
26 Medical Center's right to administer discipline pursuant to Article 6.1, nor impede the
27 nurse's or Association's right to file a grievance pursuant to Article 7 for noncompliance
28 with the intent of this appendix.

Appendix F – SHORT SHIFT POSITIONS

The parties agree that, notwithstanding Sections 8.1 and 8.4 of the Agreement, the Medical Center may post and fill part-time positions consisting of short shift lengths of either four or six hours, including the following provisions:

1. A maximum of two short shift positions per shift may be scheduled in each nursing unit.

2. Short shift positions shall be a minimum of 0.5 FTE and be filled according to the provisions of Article 13.

a. In any unit, an additional short shift above core may be scheduled per day and on each shift for the purpose of providing meal and rest break relief.

3. Combinations of positions with short and standard shift durations shall only occur by mutual agreement between the nurse and the Medical Center, within the following parameters:

a. The short shift of a combined position must be scheduled completely within the nurse's regular shift duration start and stop time.

b. A nurse may only combine short and standard shifts within the same unit.

c. The Medical Center must offer any such combined position to all regular nurses on the same nursing unit where the short shift hours are available. If the Medical Center cannot accommodate multiple requests for the combined position, it will be granted to the most senior nurse.

d. All combined position, regularly scheduled hours shall count toward the determination of hours per pay period for purposes of Section 15.1.1 – health insurance premiums.

4. Each position shall have a regularly scheduled start and stop time.

The deviations of scheduled work times specified in 8.6.2 shall not apply, without the nurse's consent, to short shift positions.

1 5. Short shift nurses shall be included in low census rotation.

2
3 6. Short shift nurses may not be required by the Medical Center to
4 work beyond the length of their shift, except for emergent and unanticipated
5 events. When a nurse is required to work beyond the length of the shift, the
6 nurse is eligible for premium pay under Section 9.4.3.

7
8 7. The Association shall, upon request, receive a list of all posted and
9 filled short shift positions.

Appendix G – ICU 12-HOUR SHIFTS

PTO will be approved in twelve-hour blocks of time. Except as provided in Section 14.2.2, on-call will be scheduled in twelve-hour blocks of time. Split shifts will not be scheduled. Nurses may schedule changes for full or partial shifts of work and on-call assignments.

Appendix H – SPECIALIZED CARDIAC SURGERY TEAM

The parties hereby mutually agree that the following terms and conditions shall apply to a dedicated specialized cardiac surgery team:

1. The Team. The specialized cardiac surgery team (“Team”) shall be considered a separate nursing unit from the main operating room. There shall be a separate work schedule for the Team.

2. Filling of vacancies. Staff and charge nurse team positions shall be posted and bid upon in the same manner as any other bargaining unit position in accordance with Article 13 of the Agreement. Nurse applicants currently qualified to perform open-heart procedures on a regular or relief basis shall be deemed qualified for staff Team positions. The nurse manager will review performance expectations with each applicant. A competency-based tool will be utilized to review the expectations.

3. Seniority. The Team and main operating room nursing units shall have separate seniority pools for all purposes (including job bidding and in-unit seniority application), except that combined continuous years of service in both units shall continue to apply for the OR on-call exemption.

4. On-call compensation. The provisions of Appendix B to this Agreement, exclusive of paragraphs three and five thereof, shall apply to the Team. There shall be two separate on-call schedules for the operating room and the Team. All on-call hours in either unit shall count toward Tier 2 hours and pay.

5. On-call hours. Scheduled on-call hours per regular Team nurse shall consist of not more than one non-consecutive weekend (Saturday and Sunday) per posted work cycle (forty-eight hours; 0700 – 0700), plus sixteen hours per week, without the nurse’s consent. Call hours shall be equitably distributed among regular and volunteer per diem nurses. A nurse may be scheduled for an alternate schedule or additional hours with the nurse’s written consent for each work cycle. The charge nurse shall participate fully in the call schedule rotation. On-call shifts may be scheduled in four-hour increments.

6. Weekend work. A regular nurse may be scheduled to work no more than one Saturday per work cycle, including scheduled call hours, without the nurse’s

1 consent. A nurse's weekend of call shall be scheduled on the same weekend
2 (Saturday) that the nurse is scheduled to work, if applicable.
3

4 **7. Availability for main OR work.** In consideration of the amount of
5 dedicated cardiac scheduled call and "available" hours in addition to a nurse's regular
6 position hours (up to 104 additional hours per cycle), nurses holding positions on the
7 Team shall at the discretion of the nurse have the option of accepting or rejecting
8 available hours, including mid-shift assignment, in the main operating room. If a nurse
9 elects to work available hours in the main operating room, then such acceptance of
10 work shall count for purposes of low census rotation, notwithstanding the provisions of
11 Article 14.2.
12

13 **8. One-year commitment.** A one-year commitment of the nurse to the
14 Team will be expected due to the extensive orientation needed. In the event that the
15 nurse or management feels that the nurse will not be successful, the provisions of
16 Section 13.2.3 shall apply.
17

18 **9. Special considerations.** Team nurses shall be guaranteed
19 compensation for a minimum of eighty-five percent of each nurse's regularly scheduled
20 position hours per pay period. Per diem nurses and non-CVOR nurses scheduled to
21 work in CVOR are eligible for the guaranteed compensation only if they are scheduled
22 to work at least five days in a pay period. This guarantee includes callback hours from
23 low census status during regularly scheduled position hours, but does not include
24 scheduled on-call hours or callback hours worked outside of the nurse's regularly
25 scheduled position hours. Team nurses will continue to be required to meet their
26 scheduled on-call obligations and to be subject to on-call low census assignment.
27

28 Low census assignments shall be in compliance with Sections 14.2 and 8.11. In
29 the event of low census, the nurse shall be obligated to be on call for the remainder of
30 his or her scheduled shift. Team nurses shall not be eligible to receive on-call pay for
31 such low census hours.
32

33 **10. Low census assignment.** Although low census assignments can be
34 made in a manner that assures that staff are available for surgeries that are scheduled
35 following 1500, low census assignment and rotation shall be made in the fairest manner
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1 to equalize low census hours among Team nurses.

1 **Appendix I – ENDOSCOPY and PACU– ON-CALL ONLY PER DIEM POSITIONS**

2 The parties hereby agree as follows:

3 1. The Endoscopy and PACU units are mandatory call units. As such, the
4 Medical Center may post and fill “on-call only” per diem positions in these units, which
5 may require a specific pattern of call assignment based upon unit guidelines. It may
6 also post and fill per diem positions that will be treated the same as other existing per
7 diem nurses with respect to call assignment in mandatory call units.

8
9 2. Nurses assigned to these units as their home unit may not be required to
10 float to another unit while working in a call-back status.

11
12 3. Nurses employed in an on-call only per diem position in the unit shall
13 otherwise be subject to provisions of the Agreement applicable to per diem nurses,
14 including the availability requirements of Section 3.6.

15
16 4. Any unit nurse who is scheduled for more than forty-eight hours on-call in
17 a four-week scheduled cycle will receive double the mandatory call rate under Section
18 9.7.1 for all scheduled on-call hours in excess of said forty-eight hours. Paragraph two
19 of Appendix B to the parties’ Agreement shall also apply to nurses assigned to the unit
20 as their home unit.

21
22 5. In the event that the Endoscopy unit expands to the point where ten or
23 more regularly scheduled nurses are assigned to the Unit as their home unit, such
24 expansion shall automatically trigger a re-evaluation by the Medical Center and the
25 Association of the ongoing need for on-call only per diem positions in the Unit.

26
27 6. In the event that the Medical Center contemplates the creation of on-call
28 only per diem positions in newly-established nursing units outside of the Endoscopy or
29 PACU units, the Medical Center shall notify the Association of its intention and provide
30 the Association with an opportunity to bargain over these new positions prior to
31 implementation. The Medical Center may not create “on call only” per diem positions in
32 other existing nursing units, without mutual agreement with the Association.

Appendix J – PROFESSIONAL NURSE ADVANCEMENT PROGRAM (PNAP)

Sacred Heart Medical Center and the Association are committed to the professional development, satisfaction, recruitment, and retention of nursing staff. The Professional Nurse Advancement Program (PNAP) is designed to provide staff nurses more opportunity to grow and advance professionally. Therefore, the parties agree to develop and implement the agreed upon PNAP and the following terms:

1. Participation. All ONA represented nurses at RiverBend and University District will be eligible to participate in the PNAP program. This includes all per diem nurses that are in compliance with their availability requirements.

If a nurse is disciplined during the two years they are in the clinical ladder, they will not lose their differential. However, if a nurse has a disciplinary action for behavior or performance on record in the twelve months prior to application deadlines, they will not be eligible for the program at that time.

2. Composition of PNAP and Review Committees. The Chief Nursing Officer (CNO) for each campus (RiverBend and University District) shall designate a Shared Governance Council to be responsible for administering the PNAP program including the review of applications and program criteria.

The Association shall appoint one representative to each council responsible for administration of the PNAP.

3. Paid time for PNAP Board and Review Committees. All time spent by the council members to oversee the program, including review of applications and appeals, shall be paid at the nurse's regular straight time rate of pay.

4. Beginning the first full pay period following ratification of this agreement, hourly compensation for program participants shall be as follows:

a. First Advancement Stage-Competent Nurse (PNAP-C), \$2.00 per hour

b. Second Advancement Stage-Proficient Nurse (PNAP-P), \$3.00 per hour

c. Third Advancement Stage-Expert Nurse (PNAP-E), \$5.00 per hour

1 PNAP certifications are valid for two years.

2
3 **5. Biannual review process.** The PNAP program will be reviewed twice a
4 year by the designated Shared Governance Councils and that evaluation shall be
5 provided to the Labor Management Committee.

6
7 **6.** PNAP pay rates will be effective the first full pay period following
8 ratification for current participants.

1 **MEMORANDUM OF UNDERSTANDING – Name Badges with Credentials**

2 The Medical Center agrees to provide to nurses, upon request by the nurse and
3 at no cost to the nurse, name badges that contain advanced education degrees and
4 nationally recognized nursing certifications in accordance with Section 9.11 of the
5 parties' Agreement. At the time of the request the nurse must provide the specific
6 information desired on the badge. Requests for new badges shall not be made less
7 than twelve months after issuance of a prior badge. This agreement is made with the
8 understanding that the size of the badge may limit the information that can be contained
9 on the badge.

SACRED HEART MEDICAL CENTER

OREGON NURSES ASSOCIATION

By: Marie Stelmer

By: Maurice Smith

1 **MEMORANDUM OF UNDERSTANDING – Reimbursement for Education Expenses**

2 Nurses shall submit their approved educational expenses to the designated
3 representatives for the Medical Center within sixty days of the conclusion of the
4 program for reimbursement.

5
6 All educational expenses will be reimbursed within sixty calendar days of
7 submission of the required documentation.

8
9 Effective July 1, 2020, nurses shall submit their approved educational expenses
10 to the designated representatives for the Medical Center within forty-five days of the
11 conclusion of the program for reimbursement.

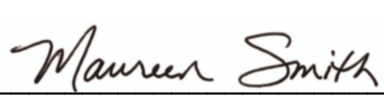
12
13 Effective July 1, 2021, nurses shall submit their approved educational expenses
14 to the designated representatives for the Medical Center within forty-five days of the
15 expenditure for reimbursement.

16
17 For PNCC Pooled funds, for the duration of the collective bargaining agreement,
18 reimbursement shall be allowed for up to thirty days after pooled funds are available
19 regardless of the timeframe for the expenditure.

SACRED HEART MEDICAL CENTER

OREGON NURSES ASSOCIATION

By: 

By: 

1 **MEMORANDUM OF UNDERSTANDING – Charge Nurse Education Requirements**

2 **1. Charge Nurse Education Requirements.** Following the ratification date of
3 this contract, the Medical Center may require all charge nurses to either:

4 a. Obtain their Bachelor of Nursing within forty-eight months, or

5
6 b. Obtain and maintain a certification relevant to their specialty within
7 twenty-four months of eligibility.

8
9 c. The appropriate certification shall be determined by mutual agreement
10 between the manager and the charge nurse with input from the UBPC based on
11 the list of approved certifications.

12
13 d. The certification, including renewal, shall be compensated per Article
14 16.2.3.

15
16 **2. New Charge Nurses.** All new charge nurses hired after ratification may be
17 required to have their Bachelor of Nursing within thirty-six months from the start date of
18 the charge nurse role.

19
20 **3. Differentials.** Charge nurses shall remain eligible for education pay under
21 Articles 9.12 and/or Certification pay under Section 9.11.

SACRED HEART MEDICAL CENTER

OREGON NURSES ASSOCIATION

By: 

By: 

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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
Sacred Heart Medical Center, May 23, 2019 through April 15, 2023.*

Signature: _____

Today's Date: _____

Your Mailing Address _____

Home Phone: _____ Work Phone: _____

Email: _____ Unit: _____

Shift: _____