

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**OREGON NURSES ASSOCIATION**

**And**

**MERCY MEDICAL CENTER**

November 28, 2024 through April 1, 2027



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1 **COLLECTIVE BARGAINING AGREEMENT**

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

6  
7 **WITNESSETH**

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

13  
14 For and in consideration of the mutual covenants and undertakings herein  
15 contained, the Medical Center and the Association agree as follows:



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

- 5 1. Join the Association, or
- 6
- 7 2. Pay to the Association the designated fair share of the cost of contract  
8 negotiations and administration, or
- 9
- 10 3. Make payment to charity if bona-fide religious objector in accordance  
11 with Section 1.4.5 below.
- 12

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

16

17 **1.4.2. Currently Employed Members.** Currently employed nurses who are  
18 members of the Association or are paying to the Association an  
19 amount equivalent to Association dues, will be required, as a condition  
20 of employment, to maintain membership in the Association or make  
21 payment in lieu of dues to the Association.

22

23 **1.4.3. Currently Employed Non-Members.** Currently employed nurses who  
24 are neither members of the Association nor making payment in lieu of  
25 dues must declare in writing to the Association and the Medical Center  
26 the nurse's preference for membership, fair share, or no fee  
27 contribution status to be received within fifteen (15) calendar days  
28 from ratification of this Agreement. If the nurse does not complete and  
29 deliver written notice via certified mail, of the nurse's choice within this  
30 time period, the nurse, as a condition of employment, will be deemed  
31 to have elected to pay and be obligated to the Association to pay the  
32 payment in lieu of dues specified above. Notice must be postmarked  
33 within the 15-day period to be effective. Such nurses who deliver  
34 notice of preference for no fee contribution shall not be required to join

1 the Association or pay to the Association any amount equivalent to  
2 Association dues. In the event such a nurse elects to become a  
3 member of the Association or to pay to the Association an amount  
4 equivalent to Association dues, the nurse will be required as a  
5 condition of employment to maintain membership in the Association or  
6 make payment in lieu of dues to the Association.

7  
8 **1.4.4. Remedy for Non-Payment.** Consistent with this section, the Medical  
9 Center will discharge an employee who fails to become and remain an  
10 Association member, fair share payer or establish that they are a  
11 bona-fide religious objector, including making the required payments  
12 to a charity. The Medical Center will terminate an employee after  
13 receiving written notice from the Association that the employee is  
14 delinquent, so long as such discharge is lawful. The Medical Center  
15 will terminate the employee no later than seven (7) days after  
16 receiving the written notice from the Association.

17  
18 **1.4.5. Payments to Charity of Bona-Fide Religious Objectors.** Individuals  
19 certified by the Association as bona-fide religious objectors must pay  
20 an amount of money equivalent to regular monthly Association dues to  
21 a non-religious charity or to another charitable organization mutually  
22 agreed upon by the employee and the Association. The bona-fide  
23 religious objector will make the payments to the charity within fifteen  
24 (15) calendar days of the time a bargaining unit employee would have  
25 been obligated to pay membership dues or fair share amounts to the  
26 Association. The bona-fide religious objector is responsible for  
27 providing the Association proof that they timely made the charitable  
28 donations.

29  
30 **1.4.6. Changed Status.** A bargaining unit employee must notify the  
31 Association in writing of a desire to change their membership status  
32 (Association designated dues category options and/or fair share).

1 They must mail such requests to the Association to the attention of the  
2 membership coordinator at:

3  
4 Oregon Nurses Association  
5 18765 SW Boones Ferry Road, Suite 200  
6 Tualatin, Oregon 97062  
7 ATTN: Membership Coordinator

8  
9 If the bargaining unit employee has elected payroll deduction, the  
10 Association will promptly mail a copy of the notification for  
11 membership status to the Medical Center. Upon receipt, the Medical  
12 Center will begin deducting the amount that reflects the bargaining  
13 unit employee's changed membership status.

14  
15 **1.4.7. Payroll Deduction for Members and Fair Share Amounts.**

16 Bargaining unit employees may request the Medical Center to deduct  
17 Association dues or the fair share amount from their pay. Such  
18 requests will be in writing. The Medical Center will then remit such  
19 dues to the Association consistent with this Article, on a monthly  
20 basis, providing the Association an itemized list of the payments.  
21 Bargaining unit employees may also pay the Association directly, in a  
22 manner provided by the Association.

23  
24 **1.4.8. Medical Center Indemnification.** The Association will indemnify and  
25 hold the Medical Center harmless for any and all claims, charges,  
26 suits or damages that may arise against the Medical Center as a  
27 result of the Medical Center taking action pursuant to this section.



1 area of the cafeteria. All postings must carry the Oregon Nurses Association  
2 logo or name.

3

4 Copies of any materials for posting must comply with the same standard non-  
5 inflammatory content criterion that is applied to all other non-union postings.

6 The Association will provide a copy of postings to the Director of Human  
7 Resources or designee prior to posting. The Association agrees to limit  
8 posting of union materials to the designated bulletin boards.

9

10 **2.4. Bargaining Unit Meetings.** The Association may hold meetings in the  
11 Medical Center with its bargaining unit members, subject to room availability.  
12 Use of rooms for such meetings shall be scheduled with the Chief Nursing  
13 Officer or designee. Meetings organized by the Medical Center for the  
14 business of the Medical Center shall have priority for the use of meeting  
15 facilities at the time of the scheduling of the room by an Association  
16 representative, but may be displaced either (1) more than ten (10) days prior  
17 to the scheduled meeting or (2) under the same terms as meetings may  
18 otherwise be bumped at the Medical Center for unanticipated high priority  
19 meetings that cannot otherwise be accommodated.

20

21 **2.5. Orientation of Newly Hired Nurses.** During the orientation of newly hired  
22 nurses, the Medical Center shall provide an Association representative with a  
23 30-minute period scheduled approximately midway through the orientation  
24 day, not adjacent to the lunch period, to discuss the Association. The  
25 Association's representative will receive a maximum of thirty (30) minutes  
26 pay. The Medical Center will provide a schedule of orientation, including the  
27 names and contact information of the newly hired nurses, to the Association  
28 for the purposes of scheduling an Association representative. The hospital  
29 shall provide a notice of where to access the CBA information to all new hires  
30 at the time of hire.

1 **2.6. Rosters.** The Medical Center will provide the Association with; (1) a quarterly  
2 annual list of nurses showing name, address, original date of hire, Medical  
3 Center date of hire, seniority date, job classification, RN license number, date  
4 of birth, telephone number (unless unlisted), unit, and shift; (2) a monthly list  
5 of newly hired nurses with the same information; and (3) a list of nurses who  
6 have terminated in the prior month. Forwarded lists to the Association shall  
7 be supplied by the Medical Center by hard and electronic copy.

8  
9 **2.7. Communications Box.** The Association will provide a locked  
10 communications box in the cafeteria for the exclusive use of the Association.

11  
12 **2.8. Printing and Distribution of Agreement.** The Medical Center and the  
13 Association shall equally share expenses for the printing of an adequate  
14 supply of copies of this Agreement. The Medical Center will make available a  
15 suitable number of copies of the Agreement on each nursing unit following  
16 the Association's delivery of the printed copies to the Medical Center.

1 **ARTICLE 3 – DEFINITIONS**

2 **3.1. Nurse.** A registered professional nurse covered by this Agreement who is  
3 currently licensed to perform professional nursing in Oregon.

4  
5 **3.2. Charge Nurse.** A nurse who has been selected to fill a Charge nurse  
6 vacancy in accordance with Article 12.2.

7  
8 **3.2.1. Relief Charge.** A nurse who performs the duties of a charge nurse on  
9 an intermittent basis for a shift. Any nurse interested in career  
10 advancement and who wishes to be trained as a Relief Charge may  
11 notify the manager of their interest. Interested nurses shall be offered  
12 training at the discretion of nursing leadership. The Medical Center  
13 reserves discretion as to who will be scheduled for assignment. Relief  
14 charge assignment is voluntary, provided another scheduled qualified  
15 nurse is available. A nurse shall not be required to work a relief charge  
16 assignment for more than twenty-five percent (25%) of their scheduled  
17 hours without their consent.

18  
19 **3.3. Probationary Nurse.** A newly hired nurse shall be on probationary status  
20 from date of hire through the first four (4) calendar months of employment. In  
21 addition, however, in atypical situations the probationary period of a nurse  
22 evaluated as less than satisfactory may be extended by mutual agreement  
23 between the Medical Center and the Association for up to sixty (60) calendar  
24 days. A probationary nurse shall receive a written evaluation at  
25 approximately the completion of the first two (2) months of the probationary  
26 period.

27  
28 **3.4. Trial Transfer Period.** A nurse who transfers from one unit to another shall  
29 be on a ninety (90) day trial period after completion of orientation. If, during  
30 such trial period, based on performance the Medical Center or the nurse  
31 determines that the nurse should not be continued in the new position, the  
32 nurse shall be returned to their former position (if available), or placed in any  
33 open position they are qualified to work. If no position is available, the nurse  
34 shall receive the new position benefit level for thirty (30) days but work shifts

1 via electronic scheduling. Thereafter the nurse may transition to casual part-  
2 time status. If the nurse is reassigned to a unit different to that which they  
3 were assigned immediately before their trial period, and the nurse within six  
4 (6) months after such reassignment applies for a vacancy in their former unit,  
5 the nurse shall be given preference as they would have had if the vacancy  
6 had been posted on the date when the nurse was last assigned to such  
7 former unit.

8  
9 **3.5. Full-Time Nurse.** A nurse regularly scheduled in an established position of at  
10 least thirty-six (36) hours per week or seventy-two (72) hours within a pay  
11 period. Effective January 1, 2025, for benefits eligibility only, full time is  
12 defined as a position assigned a minimum FTE of 0.8 (32 hours per week or  
13 64 hours per pay period).

14  
15 **3.6. Part-Time Nurse.** A nurse regularly scheduled in an established position of at  
16 least twenty-four (24) hours per week or forty-eight (48) hours within a pay  
17 period, but less than full-time. Effective January 1, 2025, for benefits eligibility  
18 only, part time is defined as a position assigned a minimum FTE of 0.5 (20  
19 hours per week or 40 hours per pay period) but less than full time (32 hours  
20 per week or 64 hours per pay period).

21  
22 **3.7. Casual Part Time.** A nurse hired to provide coverage pursuant to electronic  
23 scheduling procedures, with no guarantee of any minimum or maximum  
24 hours. A casual part-time nurse must fulfill the minimum requirements, in  
25 their home unit and shift (if applicable), to maintain employment status on  
26 one of the following tiers:

27 Tier 1: Work two (2) regular length shifts every schedule and one (1)  
28 weekend shift every other month and one (1) major holiday and one  
29 (1) minor holiday as described in Article 8.17.

30  
31 Tier 2: Work four (4) regular length shifts every schedule that includes  
32 one (1) weekend shift every month and one (1) major and one (1)  
33 minor holiday as described in Article 8.17.

1 One (1) shift scheduled or worked at the request of another nurse will count  
2 towards these minimum requirements. Shifts that have been awarded but not  
3 worked as a result of low census or other situations as a result of the Medical  
4 Center will be counted as worked days for purposes of this section. In  
5 periods of prolonged low census, when the Medical Center is unable to  
6 schedule a CPT nurse, the minimum hour requirements will be waived.

7  
8 **3.7.1. Pay For Casual Part-Time Work.** Tier 1 Casual Part Time nurses  
9 shall be paid an hourly premium of fifteen percent (15%) above their  
10 straight hourly rate. Tier 2 Casual Part Time nurses shall be paid an  
11 hourly premium of twenty percent (20%) above their straight hourly  
12 rate.

13  
14 **3.7.2.** When a nurse transfers from Full or Part Time status to Casual Part  
15 Time status, in the HR system, all of the nurse's earned leave plan  
16 shall be cashed out the next pay period when possible, but no longer  
17 than 30 days. Banked EIB shall be frozen for future use should the  
18 nurse return to a benefited position.

19  
20 **3.7.3.** Casual Part Time (CPT) nurses should not be used in lieu of posting a  
21 new regular part-time or full-time position simply to avoid the expense  
22 of benefits. A CPT nurse who has averaged twenty-four (24) or more  
23 hours of work per week during the preceding six (6) months may  
24 request in writing for reclassification of the position to a regular part-  
25 time or full-time position. The Medical Center will review the request  
26 and may post a benefited position. Such position will then be posted  
27 and filled pursuant to Article 12.2 of this Agreement.

28  
29 **3.8. Temporary Position.** A temporary position cannot exceed a period of twelve  
30 (12) weeks. Any temporary position shall be posted and awarded as  
31 specified in Article 12.

- 1 **3.9. Traveler (non-bargaining unit nurse).** A Traveler is defined as a non-  
2 bargaining unit nurse contracted for a limited time to help resolve a predicted  
3 short-term staffing problem.  
4
- 5 **3.10. Regular Rate of Pay.** The nurse’s applicable Appendix A rate of pay plus any  
6 or all differentials or premiums: Should the Medical Center implement a new  
7 premium or differential it shall be included in the definition of regular rate of  
8 pay.  
9
- 10 **3.11. On-Call.** When a nurse has been scheduled or placed in an “on-call” status. If  
11 more than two (2) nurses on a nursing unit on a shift are reduced due to a  
12 low census, all nurses beyond the first two (2) shall have the option of being  
13 off or being placed on-call. Those nurses on-call may be pre-scheduled or be  
14 assigned as a result of low census. Such a nurse will remain available to  
15 report to work on short notice if called by the Medical Center.  
16
- 17 **3.12. Call-In/Call Back.** When a nurse is requested and subsequently reports to  
18 work from an on-call status.  
19
- 20 **3.13. Director of Human Resources.** As used in this Agreement, the term  
21 “Director of Human Resources,” or other similar term, shall mean the most  
22 senior management representative with authority over the human resources  
23 or personnel matters, as may be designated from time to time by the Medical  
24 Center.  
25
- 26 **3.14. Chief Nursing Officer.** As used in this Agreement, the term “Chief Nursing  
27 Officer,” or other similar such terms, shall mean the most senior  
28 management representative with supervisory authority over nurses covered  
29 by this Agreement, as may be designated from time to time by the Medical  
30 Center.

1                   **ARTICLE 4 – EQUALITY OF EMPLOYMENT OPPORTUNITY**

2   **4.1. Nondiscrimination.** The Medical Center and the Association agree to abide  
3                   by all applicable local and state and federal laws with respect to age, sex,  
4                   race, creed, color, disability, sexual orientation, national origin, and  
5                   membership in any other legally protected class in regard to the employment  
6                   of nurses covered by this Agreement.

7  
8   **4.2. Compliance with ADA.** The Medical Center and the Association agree that  
9                   the Medical Center and the Association shall be permitted to take any and all  
10                  actions necessary to comply with the Americans with Disabilities Act (ADA),  
11                  as well as state statutes and local ordinances requiring reasonable  
12                  accommodation of disabilities, and to avoid liability under the provisions of  
13                  said laws. If such actions necessitate actions inconsistent with any provision  
14                  of this Agreement, then the parties agree to bargain with regard to the effect  
15                  of such action on other bargaining unit employees, but in no event shall  
16                  actions undertaken by the Medical Center or the Association reasonably  
17                  believed necessary to comply with the ADA or similar statutes or obligations  
18                  lead to additional financial or equitable liability on the part of the Medical  
19                  Center or the Association, either as a result of a grievance under this  
20                  Agreement or otherwise.

21  
22   **4.3. Association Membership and Activities.** The Medical Center and the  
23                  Association agree to abide by all applicable local, state and federal laws with  
24                  respect to eligibility for membership and participation in the Association for  
25                  nurses covered by this Agreement. The parties further agree that there shall  
26                  be no discrimination by either party against any nurse on account of  
27                  membership or non-membership or lawful activity in respect to the  
28                  Association.

## ARTICLE 5 – MANAGEMENT RIGHTS

1  
2 **5.1 Management Rights.** Except as modified by express provisions of this  
3 Agreement or otherwise provided by law, the Medical Center retains all rights  
4 of management to operate and manage the Medical Center and to operate  
5 the work force. These rights of management shall include, but not be limited  
6 to, the right to require standards of performance and to maintain order and  
7 efficiency; to direct nurses; to schedule staff to perform work; to determine  
8 materials and equipment to be used; to determine methods and means by  
9 which operations are to be conducted; to determine staffing requirements,  
10 pursuant to applicable law; to extend, limit, curtail or subcontract all or any  
11 part of its operations; to establish new jobs, or eliminate or modify existing job  
12 classifications; to hire, promote, assign and retain nurses; to lay off nurses  
13 and to relieve nurses from duty because of lack of work; to recall nurses; to  
14 establish and modify employee benefits; and to make known its rules,  
15 regulations and personnel policies.

16  
17 **5.2 Medical Center Policies.** The Medical Center shall retain its right to modify  
18 its personnel policies. Such policies as are currently in writing shall be made  
19 readily available to bargaining unit nurses and upon written request to the  
20 Association. All new or revised policies shall be noticed to the Association at  
21 least thirty (30) days prior to their anticipated implementation for comment  
22 and discussion. The Medical Center shall, upon demand by the Association,  
23 bargain the impact of any changes to said policies (either to agreement or to  
24 impasse, after which such changes may be implemented) during the term of  
25 this Agreement, provided the bargaining be concluded in good faith.

26  
27 **5.3 Continuation of Agreement.** This Article 5, and all other provisions of this  
28 Agreement, shall fully survive any expiration of this Agreement, so long as the  
29 parties remain in good faith bargaining for a successor agreement until either  
30 party declares impasse.

## ARTICLE 6 – EMPLOYMENT STATUS

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

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

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

**6.1.2 Disciplinary Documentation.** All disciplinary actions shall be recorded in the HRIS system. A copy of the document shall be provided to the nurse receiving such discipline at the time it is administered. Any and all corrective actions or directives set forth in corrective action notices shall be, unless otherwise specifically designated, considered mandatory. Verbal feedback and counseling do not have to be documented in writing.

**6.1.3 Suspensions Pending Investigation.** A suspension pending investigation will be with pay (exception may occur based on severity of incident and/or positive drug test) until the investigation is complete and a determination of the appropriate discipline is made and communicated to the nurse and the Association. After seven (7) days, upon inquiry from the nurse or the Association to the Director of Human Resources or designee, the Medical Center will regularly report on the status of the investigation. Once the investigation is complete appropriate discipline, if warranted, will be administered,

1 which may include initial lost pay. Withheld pay, if any, shall be  
2 considered part of the final discipline if suspension without pay is  
3 warranted otherwise the nurse shall be paid for time loss.

4  
5 **6.1.4 Reports to OSBN.** The Medical Center shall notify an affected  
6 nurse as soon as possible when it deems necessary to report a  
7 bargaining unit nurse to the Oregon State Board of Nursing in  
8 connection with any disciplinary action. The nurse will have up to 48  
9 hours to self-report before the Medical Center makes any reports to  
10 the OSBN. The Medical Center will send via certified mail a copy of  
11 the report filed with the OSBN to the affected nurse within seven (7)  
12 days.

13  
14 **6.1.5 Meetings.** Investigatory and disciplinary meetings shall occur at the  
15 end of a nurse's scheduled shift, or on a mutually agreed day off  
16 from work.

17  
18 **6.1.6 Due Process.** In the event the Medical Center or the nurse believes  
19 that a nurse may be subject to discipline and/or determines that an  
20 investigatory interview will take place, the following procedural due  
21 process shall be followed to the extent reasonably practical under  
22 the circumstances.

- 23 a. The nurse will be notified verbally of the nature of the  
24 allegation or investigatory meeting, no less than 1 hour in  
25 advance, unless there is an immediate threat of safety, or a  
26 time sensitive matter (such as drug diversion).  
27  
28 b. The nurse will be given an opportunity to explain the nurse's  
29 position regarding the allegation under investigation during  
30 the interview.  
31  
32 c. The nurse will be notified by the Medical Center that the  
33 nurse is entitled to be accompanied by an available  
34 representative of the Association at the investigatory meeting.

1 The Association shall provide the Medical Center with a list  
2 identifying their authorized representatives, which list shall be  
3 regularly updated. It is the nurse's responsibility to arrange  
4 the appearance of the nurse's representative at the  
5 investigatory meeting. The names of available  
6 representatives shall be shared by the Medical Center with  
7 the nurse to facilitate timely scheduling of the meeting. The  
8 Medical Center agrees to a reasonable delay of the  
9 investigatory interview if an appropriate Association  
10 representative is unavailable.

- 11
- 12 d. If the Medical Center believes it has reason to counsel or  
13 otherwise discipline a nurse, reasonable and appropriate  
14 effort will be made to accomplish this in a professional,  
15 respectful and confidential manner.
- 16

17 **6.2 Disciplinary Record.** A nurse shall have the opportunity to have a statement  
18 included in his or her personnel file within twelve (12) months after the  
19 administration of a prior disciplinary action. The Medical Center, upon  
20 request from the nurse, will review the nurse's performance related to the  
21 original disciplinary action and include a written statement addressing the  
22 nurse's success at resolving the issues that gave rise to the discipline. This  
23 statement will typically be part of the nurse's annual evaluation. The  
24 statement thereafter shall be given to the nurse and placed in his or her  
25 personnel file. In addition, where there are no similar disciplines administered  
26 to the nurse within twenty-four (24) months, upon request from the nurse,  
27 written disciplinary notices for conduct other than theft, negligence,  
28 dishonesty, threatening or endangering patient's safety, or harassment or  
29 assault/violence against another person will be considered null and void. A  
30 nurse may request that written disciplinary notices be removed from their  
31 personnel files by sending a written request to the Director of Human  
32 Resources, who will determine whether such documentation is for conduct  
33 other than that listed above. If the documentation is not, it shall be  
34 considered null and void. Any nurse may, upon request, inspect the contents

1 of their personnel file. With written permission of the nurse, the ONA  
2 representatives may also inspect the contents of the nurse's personnel file.

3  
4 **6.3 Notice of Resignation.** A nurse shall give the Medical Center not less than  
5 fourteen (14) calendar days' notice of intended resignation. If less notice is  
6 given, then accumulated earned leave plan benefit in the amount of the  
7 difference between the nurse's normally scheduled hours during this period  
8 and the number of days' advance notice shall be forfeit.

9  
10 **6.4 Notice of Termination.** The Medical Center shall give a non-probationary,  
11 non-temporary nurse fourteen (14) calendar days' notice of the termination of  
12 their employment or, if less notice is given, then the difference between the  
13 notice given and the number of the nurse's scheduled normal scheduled  
14 hours during this period shall be paid the nurse at their regular rate of pay.  
15 No such advance notice or pay in lieu thereof shall be required for a nurse  
16 who is discharged for cause, which shall not include layoffs pursuant to  
17 Section 12.3.

18  
19 **6.5 Personnel Files.** Nurses may have access to their personnel files in  
20 accordance with Oregon Revised Statute 652.750. When any performance  
21 related document(s) is/are added to, deleted from or amended in a nurse's  
22 personnel file, the nurse will be notified within seven (7) days and be given  
23 an opportunity to copy the document and add a written rebuttal to the file.  
24 The Association shall have the right, with written authorization from the  
25 nurse, to review the nurse's personnel file.

1 **ARTICLE 7 – GRIEVANCE PROCEDURE**

2 **7.1 When Applicable.** This Article shall be the exclusive method to be used to  
3 settle grievances raised by the Association or an individual nurse regarding  
4 interpretation or application of this Agreement which may arise between the  
5 Medical Center, the Association, or any nurse during the term of this  
6 Agreement. A probationary nurse may file grievances under this Article  
7 exclusively for non-disciplinary contract issues. Issues relating to evaluation,  
8 supervision, discipline, suspension, and discharge of a probationary nurse  
9 shall be determined exclusively by the Medical Center and shall not be  
10 subject to this Article. The parties strongly encourage nurses with questions  
11 and complaints to use this procedure. No employee will be discriminated or  
12 retaliated against for bringing a question, concern or complaint to the Medical  
13 Center’s attention. A grievance shall be presented exclusively in accordance  
14 with the procedure set forth in this Article.

15  
16 **7.2 Grievance Procedure.** Since the nurse’s immediate supervisor is often in  
17 the best position to help resolve problems or answer questions, the nurse  
18 should first discuss the concern with their immediate supervisor. If this  
19 discussion would not be productive, as determined by the nurse, or is  
20 unsuccessful in resolving the issue the nurse may file a formal grievance.

21  
22 **Step 1.** A grievance must be presented in writing to the nurse’s  
23 immediate supervisor or designee within fourteen (14) business  
24 days from the date of occurrence. If a nurse presents a  
25 grievance hereunder, the grievance shall include, to the best of  
26 the nurse’s understanding, a summary description of the  
27 problem, the requested remedy, and the contract provisions  
28 thought to be violated. A grievance relating to pay shall be  
29 timely if received by the Medical Center within fourteen (14)  
30 business days after the pay day for the period during which the  
31 grievance occurred. In the event of an issue concerning a  
32 discharge, the issue must be presented within fourteen (14)  
33 business days following termination. The immediate  
34 supervisor’s or designee’s written reply is due within fourteen

1 (14) business days of such presentation. A Step 1 meeting may  
2 be held within fourteen (14) business days following the filing of  
3 the grievance, in which case the immediate supervisor's or  
4 designee's written reply is due within fourteen (14) business  
5 days after this meeting.  
6

7 **Step 2.** If not resolved at Step 1, the issue may thereafter be presented  
8 in writing to the Chief Nursing Officer and the Director of Human  
9 Resources within fourteen (14) business days from receipt of  
10 the supervisor's reply or of the date such reply was due in Step  
11 1. The specific provision(s) of the contract thought to be violated  
12 shall be included in the letter of elevation if different than  
13 originally filed. The Chief Nursing Officer, and/or the Director of  
14 Human Resources (or designee) shall then meet within fourteen  
15 (14) business days with the nurse and a representative of the  
16 Association, if the nurse so desires, to resolve the matter, and  
17 shall reply in writing within fourteen (14) business days after the  
18 meeting.  
19

20 **Step 3.** If not resolved at Step 2, the grievance may thereafter be  
21 presented in writing to the President/Chief Executive Officer or  
22 their designee for consideration and determination within  
23 fourteen (14) business days after receipt of the Step 2 response  
24 or, if the response is not received within that period, within  
25 fourteen (14) business days after the expiration of time allotted  
26 for the Step 2 response. The President/Chief Executive Officer  
27 or designee shall meet within fourteen (14) business days with  
28 the nurse and a representative of the Association to resolve the  
29 matter and shall reply in writing within fourteen (14) business  
30 days after the meeting.

1           **Step 4.**       If the grievance is not resolved at Step 3, the Association may  
2                           thereafter present it to an impartial arbitrator for determination  
3                           by giving the Medical Center written notice within fourteen (14)  
4                           business days after receipt of the Step 3 reply of the  
5                           Association’s intent to refer the matter to arbitration.  
6

7   **7.3    Association.** A grievance, as defined in Section 7.1, relating to occurrences  
8                           actually involving more than one nurse or arising under the Association  
9                           Representative Article may be initiated at Step 2 of the above-mentioned  
10                          procedure by the filing of a written grievance, signed by a representative of  
11                          the Association or the Medical Center, within fourteen (14) business days  
12                          from the date of occurrence. Such grievance shall describe the problem and  
13                          the contract provisions thought to be violated.  
14

15 **7.4    Timeliness.** A grievance will be deemed untimely if the time limits set forth  
16                          above for presentation of a grievance to Step 1 are not met unless the  
17                          parties agree in writing to extend such time limits. Subsequent grievance  
18                          advancements and responses will be deemed untimely if the time limits set  
19                          forth above are not met, unless the parties mutually agree in good faith to  
20                          extend such time limits. Such extension shall be documented in writing if  
21                          requested by either party. If a response is untimely, including failure to  
22                          respond at any level or schedule or hold any meetings called for by the  
23                          grievance process, no default shall occur but the grievance shall be  
24                          considered automatically elevated to the next Step in the grievance process.  
25

26 **7.5    Arbitration Procedure.**

27           **7.5.1**       The Medical Center and the Association or their designees shall  
28                           confer within a reasonable period of time after the grievance is  
29                           submitted to them to select a mutually acceptable arbitrator. In no  
30                           event shall such reasonable period exceed thirty (30) days unless  
31                           the parties in writing so agree, which agreement is only effective  
32                           for an additional thirty (30) days. In the event that they cannot  
33                           agree upon an arbitrator within five (5) working days after the  
34                           conference, the Federal Mediation and Conciliation Service shall

1 be requested by the party seeking arbitration to present a panel of  
2 eleven (11) qualified labor arbitrators from the Pacific Northwest.  
3 The party requesting arbitration shall strike first, and thereafter the  
4 parties shall alternately strike one name until only one name  
5 remains; this person shall be selected to arbitrate the matter.  
6

7 **7.5.2** The parties shall stipulate to the arbitrator the issue(s) to be  
8 decided. If the parties cannot agree, each party will submit a  
9 written statement defining the issue(s) in their own terms to the  
10 arbitrator. The decision or decisions of the arbitrator shall be  
11 announced in writing to the parties within thirty (30) days following  
12 the hearing and briefing, if any, of the arbitration and shall be final  
13 and binding on both parties. The expenses of the arbitration shall  
14 be borne equally by the Medical Center and the Association. Each  
15 party shall bear the expenses of its own representation and  
16 witnesses.  
17

18 **7.5.3** The jurisdiction of the arbitrator shall be confined in all cases  
19 exclusively to questions involving the interpretation and application  
20 of existing clauses or provisions of this professional Agreement.  
21 The arbitrator may only uphold a grievance if they find that the  
22 Medical Center has clearly violated an express provision of this  
23 Agreement. The arbitrator shall not have authority to modify, add  
24 to, alter, or detract from provisions of this Agreement.  
25

26 **7.6 Nurse Representatives.** Bargaining unit nurse representatives shall be  
27 released from duty to attend meetings involving discipline/grievance matters,  
28 or meetings with management regarding Association matters, when staffing  
29 allows. Should the representative not be working and need to come in on a  
30 day off, they will be reimbursed actual time spent up to a maximum of two (2)  
31 hours.

1 **ARTICLE 8 – HOURS OF WORK**

2 **8.1. Work Week and Workday.** The work week shall be from 0001 hours on  
3 Sunday through 2359 hours on Saturday. The workday is defined as the  
4 twenty-four (24) hour period beginning at the time the employee commences  
5 work. Nothing in this or any other provision of this Agreement constitutes a  
6 minimum guarantee of work.

7  
8 **8.2. Voluntary Alternatives.** Weekend tours of duty or alternate schedules  
9 requested in writing by a nurse, may be arranged by mutual agreement with  
10 the appropriate department/division head and the Association, and shall not  
11 be subject to premium pay provisions described in Article 9 to which the  
12 nurse would otherwise be entitled if the nurse was not being scheduled or  
13 working the alternative schedule.

14  
15 **8.3. Advance Authority.** A nurse will be expected to obtain proper advance  
16 authorization, except in an emergency, from an appropriate supervisor for  
17 work in excess of the nurse’s workday or workweek.

18  
19 **8.4. Shift Length.** A normal work shift for each position may consist of one of the  
20 following shift durations: eight (8), nine (9), ten (10), or twelve (12) hours plus  
21 the one-half hour unpaid meal period. Six (6) hour shifts may be placed as  
22 part of a core schedule only if that nurse applied for and was awarded a  
23 posted vacancy where six (6) hour shifts were part of the core schedule.  
24 Shifts of shorter duration may be posted for nurses to pick up as extra shifts  
25 but will not be included in the core schedule of any regular nurse.

26 **8.4.1.** More than four (4) consecutive nine (9), more than four (4)  
27 consecutive ten (10), or more than three (3) consecutive twelve  
28 (12) hour shifts, shall not be set as part of the core schedule,  
29 except in extraordinary circumstances, without the written consent  
30 of the affected nurse. Shifts awarded in the electronic scheduling  
31 program shall constitute written consent for the shifts awarded.

1 **8.5. Weekend Scheduling.** Nurses shall be scheduled at least every other  
2 weekend off. This provision shall not apply when the nurse requests to work  
3 more frequent weekends or if the consecutive weekends occur when nurses  
4 trade weekends. Weekend work shall be equitably scheduled among all  
5 qualified regularly scheduled nurses within each unit and shift. For purposes  
6 of this section, the weekend shall be defined as Saturday and/or Sunday for  
7 the day shift (or Friday and/or Saturday for the night shift). All hours of a shift  
8 shall be counted as weekend work if a majority of the hours are scheduled on  
9 the above stated weekend shifts.

10  
11 **8.6. Core Work Schedule.** Regularly scheduled nurses shall be scheduled their  
12 core schedules, including weekend, unless the nurse consents to a modified  
13 core schedule following a request by the Medical Center. Nurses shall not be  
14 involuntarily scheduled for or required to work six (6) or more consecutive  
15 shifts without the nurse's consent; selection of additional shifts by the nurse  
16 through electronic scheduling constitutes consent. When business operations  
17 necessitate a deviation from a nurse's core schedule, the following shall  
18 apply: Nurses must be consulted about any altered pattern assignment. The  
19 Medical Center may assign the regular nurses to work a modified core  
20 schedule by (1) first seeking volunteers and then, (2) assignment on a  
21 rotational basis among qualified nurses by seniority per selected shift and  
22 unit beginning with the least senior regularly scheduled nurse(s), unless  
23 otherwise agreed to by the Medical Center and the directly affected nurses. A  
24 nurse's assignment in such rotation shall be for a maximum of one (1) month  
25 of work, exclusive of scheduled earned leave. The rotation for such an  
26 assignment shall apply to all regularly scheduled qualified nurses in the unit,  
27 but its implementation will not require any nurse to accept a modified core  
28 schedule assignment more than one time per rolling year (including nurses  
29 who volunteer to avoid mandatory assignment being imposed on the unit). A  
30 nurse may choose to volunteer for multiple rotations.

1 **8.7. Meal and Rest Periods.** Nurses shall receive an unpaid meal period of one-  
2 half (½) hour, as near as practical, during the middle of their shift. During the  
3 unpaid meal period, the nurse is on their own time and must be completely  
4 relieved of duty by a qualified nurse. It is the goal of both parties that the  
5 meal period shall occur during the middle of the nurse’s shift. Meal periods  
6 may be recorded automatically by default by the Kronos time clock system,  
7 provided that recording of time worked shall not be inappropriately  
8 discouraged. Nurses shall also receive one (1) fifteen (15) minute paid rest  
9 period for each four (4) hours of work during their shift; nurses may not leave  
10 the premises during a rest break. Nurses are to take their meal and rest  
11 breaks. The Medical Center is responsible for scheduling rest breaks and  
12 meal periods in order to provide needed coverage in the work area. If a nurse  
13 is not provided needed relief of their patient care the nurse will inform the  
14 Charge Nurse (or unit or house supervisor, if the Charge Nurse is not  
15 available) as soon as possible. The Charge Nurse, supervisor or manager  
16 will make every effort to provide the nurse with such break(s) or meal period.  
17 Rest periods may be allowed in conjunction with the meal period with  
18 approval of the charge nurse or nurse’s supervisor, following consideration of  
19 patient care needs for each specific occasion that a nurse requests to  
20 combine a rest and meal period. If a nurse combines a rest and meal period,  
21 it is the nurse’s sole responsibility to return to work as scheduled, and the  
22 nurse must remain on the premises for that portion of the combined break  
23 that corresponds to the rest break.

24 **8.7.1.** Any substantiated claim of a missed meals or rest breaks shall  
25 result in a remedy of compensation to the affected nurse in the  
26 amount of one hundred dollars (\$100). Additionally, the remedy for  
27 any missed meal period shall be paid out at time and one half (1  
28 1/2) the regular rate of pay. The mechanism for dispute resolution  
29 shall be the grievance process specified in Article 7.  
30

31 **8.8. Work Schedules.** Final work schedules shall be posted at least fourteen (14)  
32 calendar days in advance of the applicable four (4) week cycle. In the two (2)  
33 week period before the posting of the final work schedule, a core work  
34 schedule shall be prepared. Nurses shall be placed on the core work

1 schedule, including call shifts if applicable, in the following order: (1)  
2 Regularly scheduled full-time and part-time nurses within the applicable  
3 nursing unit as part of the core schedule; (2) Casual part-time nurses within  
4 the applicable nursing unit who may have consented to coverage for a pre-  
5 approved vacation, holiday or leave of absence. For 72 hours prior to the  
6 posting of the final schedule, the core schedule is made available to CPT  
7 Nurses to request open shifts. This bidding period starts at 0700.

8  
9 The Unit director or designee from each unit will review all the requests once  
10 the request period is closed. The shifts will be awarded first to CPT nurses  
11 hired into the unit the shift is available in. They shall then be awarded in  
12 equal numbers as possible. If more than one nurse has bid on a shift and  
13 that is the only shift each bid on, then the shift will be awarded in the order  
14 received.

15  
16 Once the final work schedule is posted, any open shifts shall continue to be  
17 filled through the electronic scheduling system for all hospital nursing units  
18 providing direct patient care. Non-bargaining unit employees wishing to bid  
19 on additional shifts may do so during this time.

20  
21 Qualified and oriented nurses shall be awarded available shifts in the order  
22 received, excluding shifts that would result in overtime or premium pay  
23 unless posted as a premium shift. Bargaining unit nurses shall be given  
24 preference for awarding of shifts over non bargaining unit nurses.

25  
26 **8.8.1. Mandatory overtime.** The Medical Center will fully comply with  
27 Oregon State statutes regarding circumstances under which a  
28 nurse may be required to work overtime. No nurse shall be  
29 required to work when the nurse, in their judgment, is unsafe to  
30 perform patient care duties.

31  
32 **8.9. Rotation of Shifts.** Nurses (not including those in a formal, specific training  
33 program and/or orientation) will not be assigned to a variable shift nor shall  
34 such nurses be assigned to rotate shifts, unless with the nurse's consent for

1 the specific assignment, except that, in order to handle specific assignment  
2 needs, the Medical Center may assign the regular nurses to work on shifts  
3 other than or in addition to the one on which they are scheduled by (1) first  
4 seeking volunteers and then (2) assignment on a rotational basis among  
5 qualified nurses by seniority per selected shift and unit beginning with the  
6 least senior regularly scheduled nurse(s), unless otherwise agreed to by the  
7 Medical Center and the directly affected nurses. A nurse's assignment in  
8 such rotation shall be for a maximum of one (1) schedule period of work,  
9 exclusive of scheduled earned leave. The rotation for such an assignment  
10 shall apply to all regularly scheduled qualified nurses in the unit, but its  
11 implementation will not require any nurse to accept a variable shift  
12 assignment more than one time per rolling year (including nurses who  
13 volunteer to avoid mandatory assignment being imposed on the unit.)

14 Rotation of shifts shall be assigned on a pre-scheduled basis prior to posting,  
15 unless unusual circumstances arise during the work cycle that could not have  
16 been reasonably anticipated in advance. Should a nurse be rotated to a  
17 different shift than the nurse's regularly scheduled one (either voluntarily or  
18 non-voluntarily), the nurse shall be paid two thousand dollars (\$2,000) for  
19 each schedule period of such assignment (or proportionately, for  
20 assignments of less than one schedule period). Such payment shall be paid  
21 in the pay period after the completion of the assignment, subject to normal  
22 wage withholdings.

23  
24 **8.10. Temporary Assignments/Supervisory Assignment.** A nurse may, with the  
25 nurse's consent, be assigned temporarily to a Charge Nurse or non-  
26 bargaining unit position. When a temporary assignment occurs, the nurse  
27 shall be compensated for such work (1) at the Charge Nurse rate, when  
28 appropriate, or (2) at their current rate of pay plus ten percent (10%) for the  
29 period of the temporary/supervisory assignment. In those cases where  
30 bargaining unit nurses are performing some duties that may be construed as  
31 supervisory, the parties agree that such employees shall not be challenged  
32 as being covered by this agreement, provided that the Medical Center's  
33 response to conduct exclusively limited to the supervisory role during a  
34 temporary supervisory assignment of thirty (30) consecutive days or greater,

1 shall not be subject to the grievance and arbitration provisions of this  
2 agreement.

3  
4 **8.11. Bargaining Unit Work Performed By Non-Bargaining Unit Employees.**

5 Consistent with this Agreement the Medical Center may assign Clinical  
6 Coordinator or other management registered nurses bargaining unit work,  
7 except that the Medical Center shall not schedule non-bargaining unit  
8 personnel to displace bargaining unit personnel for any entire bargaining unit  
9 shifts nor shall a bargaining unit nurse scheduled or assigned to be on-call  
10 remain on-call for an entire shift (or that remaining portion of an entire shift  
11 when the full workload for a nurse is available) while being replaced by a  
12 Clinical Coordinator or other management registered nurses . Employees  
13 outside the bargaining unit may bid on bargaining unit shifts as described in  
14 Section 8.8. If a nurse believes that non bargaining unit personnel are  
15 routinely performing bargaining unit work to an excessive degree, the nurse  
16 may bring that issue to the Nurse Staffing Council and the Medical Center  
17 shall ensure a copy go to Labor Management Committee. Nothing in this  
18 Section applies to subcontracting or the use of agency or traveler nurses.

19  
20 **8.12. Orientation and Skills Maintenance.** When a nurse is newly hired for  
21 assignment to a specific unit or transferred to an established position in a  
22 unit, the Medical Center will provide the nurse with sufficient documented  
23 orientation to the unit and its patients that allows the nurse to reach core  
24 competency. Based upon the nurse's previous clinical experience and the  
25 similarity of skills to those the nurse already possesses, the nurse, the  
26 nurse's preceptor, if applicable, and the nurse's supervisor will mutually  
27 agree on the length of orientation in the applicable nursing unit to be able to  
28 complete the formal orientation/core competency checklist. The Medical  
29 Center will take into consideration the nurse's expressed needs in  
30 determining the individualized orientation and shall utilize the skills  
31 assessment tools available for each nursing unit. New-hire orientation shall  
32 be a minimum of two (2) weeks of nursing unit orientation. Each unit core  
33 competency and orientation checklist shall be developed, reviewed, and  
34 edited by the Unit Based Council, at least annually.

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

6  
7 **8.12.1. Cross-training.** Nurses interested in opportunities to cross-train to  
8 different units shall state their interest to nursing leadership.

9 Interested nurses will be offered training, based on unit needs, at  
10 the discretion of nursing leadership. The Medical Center reserves  
11 discretion as to who will be provided cross-training.

12  
13 **8.13. Floating and Supplemental Assistance.** Nurses shall have the option to  
14 reorient as per 8.12 to any unit to which they are required to float for primary  
15 patient care assignment if the nurse has not worked in that unit for more than  
16 six (6) months. A nurse that has not completed core competency or the unit  
17 specific orientation checklist, but has reviewed the modified unit orientation  
18 checklist, may be required to provide supplemental nursing care on any unit  
19 where the need arises, without specific unit orientation. All such assignment  
20 of nursing care shall be consistent with licensure requirements for registered  
21 professional nurses in Oregon. Such a nurse shall not be required to take a  
22 primary patient care assignment, but shall be expected to perform the  
23 functions identified in Appendix B. Scheduled and oriented nurses, as  
24 specified in Section 8.12 above, may be floated by requesting volunteers. If  
25 insufficient nurses volunteer, the Medical Center will then seek to float  
26 agency or traveler nurses to the extent consistent with the agreement  
27 between the Medical Center and the agency or traveler nurse's employer. If  
28 additional nurses must be floated, floating shall be assigned by an equitable  
29 system of rotation among the remaining nurses per unit. The system (float  
30 guidelines) shall be established by each unit's UBC, be reduced to writing,  
31 and available for reference on each nursing unit.

1 Nurses with positions in Infusion Services, Surgical Services, Family  
2 Birthplace, the Heart Center and Hospice shall not be floated to any other  
3 unit without the nurse's prior consent. Nurses orienting employees shall be  
4 exempt from floating for the first two weeks of having an employee assigned  
5 to them  
6

7 **8.14. Report Pay.** If the Medical Center is unable to utilize a nurse who reports for  
8 an assigned shift, they shall be paid two (2) hours at the straight time hourly  
9 rate of pay plus applicable shift differential or the straight time hourly rate of  
10 pay for the actual number of scheduled hours for that shift, whichever is less.  
11 The provisions of the preceding sentence shall not apply if (a) the reasons  
12 giving rise to non-utilization of the nurse are caused by acts of God, utility  
13 failure or like occurrences, or (b) the Medical Center makes a reasonable  
14 effort to notify the nurse by telephone at least two (2) hours before a  
15 scheduled day, evening or night shift, that they should not report. It shall be  
16 the responsibility of the nurse to notify the Medical Center of their address  
17 and telephone number; failure to do so shall preclude the Medical Center  
18 from the notification requirements and payment of the above guarantee.

19 a. Nurses in Report Pay status may be required to work by the Medical  
20 Center.  
21

22 b. Nurses who report to work and request to go home and are permitted  
23 to do so, shall only be paid for actual hours worked. Such nurse will  
24 document this on the KRONOS exception log.  
25

26 **8.15. Scheduled Mandatory On-Call.** Written on-call scheduling guidelines that  
27 accurately reflect current unit practices, provided they are not inconsistent  
28 with the terms of this Agreement, shall be developed by the Medical Center  
29 and forwarded to the Association.

30 **8.15.1.** The Medical Center shall only have the right to implement changes  
31 in such guidelines after having given the Association at least ten  
32 (10) days written notice and bargained with the Association over  
33 such proposed changes (either to agreement or to impasse, after  
34 which such changes may be implemented) during the term of this

1 Agreement, provided that such bargaining be conducted in good  
2 faith within the appropriate time frame.

3  
4 **8.15.2.** Should circumstances necessitate requiring a nursing unit where  
5 on-call scheduling is previously voluntary to add an on-call  
6 requirement, the Medical Center shall give the Association at least  
7 ten (10) days written notice and bargain with the Association over  
8 such proposed changes and impact on the nurses (either to  
9 agreement or to impasse, after which such changes may be  
10 implemented) during the term of this Agreement, provided the  
11 bargaining be conducted in good faith within the appropriate time  
12 frame.

13  
14 **8.15.3.** Mandatory on call shifts shall be scheduled by the Medical Center  
15 in no less than eight (8) hour increments. An option for four (4)  
16 hour on call shifts shall be made available by the Medical Center to  
17 nurses who consent to meet their mandatory on call requirement in  
18 less than eight (8) hour increments. Weekend on call shifts shall  
19 not be scheduled without the nurse's consent (1) on a nurse's  
20 regularly scheduled weekend off, resulting in the nurse being  
21 subject to working consecutive weekends, or (2) on consecutive  
22 weekends.

23  
24 **8.16. Schedule Trades.** There are no restrictions on the number schedule trades  
25 between qualified nurses. Although no schedule trade is allowed to result in  
26 the payment of premium or overtime pay at the time of the request, such pay  
27 shall not be excluded as a result of subsequent work being scheduled by the  
28 Medical Center and performed by the nurse following the approval of the  
29 trade. The Medical Center may deny a schedule trade request only if the  
30 nurse making the request is not qualified, or the exchange will result in  
31 overtime or premium pay that would otherwise have not been incurred. Once  
32 a trade has been approved the nurse relinquishing the shift has no further  
33 responsibility for working the traded shift.

1 **8.17. Holiday Scheduling.** Nurses shall be scheduled for holidays based on the  
2 following process:

3 **8.17.1. Major Holidays** (Christmas Eve, Christmas, New Years Eve, New  
4 Year's Day and Thanksgiving). Responsibility for working major  
5 holidays shall be shared equitably and on a rotation basis by the  
6 nurses in a unit and shift. All nurses in a unit are expected to be  
7 available for work at least one major holiday each year. Each  
8 August 1st, the unit manager shall post a list documenting each  
9 nurse's past three (3) year history for working or being on-call on  
10 the major holidays. Requests for a major holiday off shall be  
11 submitted by August 15th. Should multiple requests be made for  
12 the same holiday off and not all requests can be granted, the three  
13 (3) year history shall be taken into account for the purposes of  
14 rotating holiday work responsibilities among the nurses of the unit.  
15 Nurses shall not be required to be scheduled both Christmas Eve  
16 and Christmas Day or New Year's Eve and New Year's Day,  
17 without prior written approval of the nurse. The holiday is defined  
18 by shift start. For example, the shift starting on 12/24 would be  
19 considered Christmas Eve, and a shift starting on 12/25 would be  
20 considered Christmas Day. All major holidays schedules will be  
21 released by October 15th.

22  
23 **8.17.2. Minor Holidays** (Easter, Labor Day, Memorial Day, Independence  
24 Day). Requests for a minor holiday off shall be made in the same  
25 manner as vacation requests as provided for in Article 10. In the  
26 event that multiple requests are made for the same holiday and not  
27 all requests can be granted, the past three (3) year history of minor  
28 holidays worked or on-call shall be taken into account for the  
29 purposes of rotating holiday work responsibilities among the  
30 nurses of the unit.

1           **8.17.3.** There may be a temporary disruption to a nurse’s core schedule  
2           for the purpose of major holiday scheduling and reducing  
3           consecutive weekend work. This shall be limited to the week  
4           before and the week following a major holiday. The Medical Center  
5           shall consult with the affected nurse prior to any change to the  
6           nurse’s core schedule. The Medical Center may not require the  
7           nurse to exceed their regular FTE hours/position and shall make  
8           every effort to minimize increasing the nurse’s number of regular  
9           consecutive workdays. Changes to core schedules for the purpose  
10          of this article shall be done in a fair and equitable manner. If the  
11          nurse believes they have taken a substantially disproportionate  
12          share of such changes, the nurse may request a review by the  
13          Labor Management Committee.

14

15       **8.18. Next Day Off.** Provided a nurse makes sufficient advance request and  
16       staffing allows, such nurse scheduled for an on-call shift may have Monday  
17       off without compensation following a weekend on-call, or the following day off  
18       if the on-call period falls during the week, or the nurse experienced repeated  
19       or lengthy call-backs during the on-call period.

1 **ARTICLE 9 – WAGES AND COMPENSATION**

2 **9.1 Progression.** Progression through the salary range for nurses shall be  
3 one step at a time, (subject to the terms of Appendix A) for each year  
4 after the nurses' first full year of employment.

5  
6 **9.2 Wage Rates.** Nurses covered by this Agreement shall be compensated at  
7 the wage rates set forth in Appendix A hereto.

8 **9.2.1 Implementation Date.** Wage increases, increases to longevity  
9 pay, and increases in other forms of compensation set forth in  
10 this Agreement shall become effective two (2) pay periods post  
11 ratification. Thereafter, wage increases and increases in other  
12 forms of compensation shall become effective one (1) pay period  
13 after the calendar date designated. Longevity steps (step  
14 increases) shall become effective one (1) pay period following  
15 the nurses anniversary date.

16  
17 **9.3 Credit for Prior Experience.** A nurse with less than one year of relevant  
18 nursing experience will be placed at the first pay step. Newly hired nurses  
19 with more than one (1) year of relevant experience, or equivalent, will be  
20 placed at a pay step that at a minimum reflects their years of experience,  
21 subject to the following guidelines:

22 **9.3.1** For work experience in an acute care and/or skilled nursing  
23 setting, or as a nursing school instructor, a full year of credit shall  
24 be given for each year of full-time work; six (6) months of credit  
25 shall be given for each year of part-time work; and each year of  
26 casual part-time work shall be pro-rated.

27  
28 **9.3.2** For work experience in a clinic setting, fifty percent (50%) of the  
29 credit shall be given.

30  
31 **9.3.3** For work experience as an RN manager providing direct patient  
32 care, one hundred percent (100%) of the credit in Section 9.3.1  
33 shall be given. For work experience as an RN manager not

1 providing direct patient care, fifty percent (50%) of the credit in  
2 Section 9.3.1 shall be given.

3  
4 **9.3.4** For work experience in an RN position not providing direct  
5 patient care (such as educator, infection control, utilization or  
6 discharge planning), credit shall be given on a case-by-case  
7 basis. A factor to be considered is the relevance of past  
8 experience to the position for which the nurse is being hired. In  
9 no instance shall the nurse receive credit less than that  
10 described in Section 9.3.2.

11  
12 **9.3.5** Nurses who have worked at the Medical Center in the previous  
13 twelve (12) months shall be hired at a step equal to or greater  
14 than the rate of pay the nurse was receiving at the time of  
15 termination.

16  
17 **9.3.6** For RN experience at the Medical Center or any of its entities,  
18 one hundred percent (100%) of the credit in Section 9.3.1 shall  
19 be given, except that, for nurses employed as of the effective  
20 date of this Agreement, for the purposes of the nurse's initial  
21 placement on the step schedule, each full year of employment at  
22 the Medical Center or any of its affiliates shall count as one (1)  
23 year of experience, regardless whether that employment was  
24 full-time, part-time or casual.

25  
26 **9.3.7** For those nurses who have experience in more than one (1) area  
27 of practice described in Sections 9.3.1 through 9.3.6, the sum  
28 total of all of the individual calculations shall be used to  
29 determine final placement.

30  
31 **9.3.8** All previous work experience must be documented in the nurse's  
32 personnel file, on the employment application and/or resume.  
33 The Medical Center shall bring this entire Section to the attention

1 of each newly hired nurse at the determination of the nurse's  
2 wage rate or step.

3  
4 **9.4 Premium Pay and Pyramiding.** A nurse shall be paid at the rate of one  
5 and one-half (1½) times the nurse's regular hourly rate of pay for hours  
6 worked in the categories listed below, but in no event shall any of these  
7 premium payments be compensated at greater than a one and one-half  
8 (1½) time rate or be duplicated for any reason, unless otherwise specified  
9 in this Agreement.

10 **9.4.1 Overtime.** In excess of forty (40) hours worked within the  
11 standard workweek as defined in Article 8.1. (This forty (40) hour  
12 workweek provision may be modified by mutual consent between  
13 the nurse and the Medical Center to provide for an eighty (80)  
14 hour work period within fourteen (14) consecutive days. Under  
15 this arrangement, the nurse will be paid overtime for hours  
16 worked in excess of eighty (80) within such period instead of  
17 forty (40) within the standard workweek).

18  
19 **9.4.2 Consecutive Weekends.** On the regular nurse's second  
20 consecutive weekend of work and each even-numbered (i.e.,  
21 fourth, sixth, etc.) consecutive weekend of work thereafter until  
22 the nurse has an unworked weekend.

23 a. Exempt from this provision are those nurses who have  
24 agreed to work schedules calling for consecutive weekend  
25 work, and those nurses who express a desire or have  
26 otherwise voluntarily agreed (including selection of  
27 additional shifts through electronic scheduling) to work  
28 consecutive weekends when work is available.

29  
30 b. weekend is defined as set forth in Article 8.5.

31  
32 **9.4.3 Call-In/Call-Back.** Time worked on a call-back during a nurse's  
33 on-call shift (including low census on-call shifts) under Article  
34 9.7, for a minimum of three (3) hours.

1           **9.4.4   Holiday Pay.**

2           a. If a nurse is scheduled or requested by the Medical Center to  
3           work on any of the following holidays, they will be paid one  
4           and one-half (1½) times their regular hourly rate of pay for all  
5           time worked on such holiday.

- 6                   • New Year's Day
- 7                   • Easter
- 8                   • Memorial Day (last Monday in May)
- 9                   • Independence Day (July 4<sup>th</sup>)
- 10                  • Labor Day
- 11                  • Thanksgiving Day
- 12                  • Christmas Eve
- 13                  • Christmas Day

14  
15           b. Notwithstanding Section 9.4, a nurse shall be eligible for  
16           holiday pay even if they are also eligible for premium or  
17           overtime pay during another day worked as a result of  
18           working on the holiday. The premium identified for holidays  
19           shall be paid for all hours worked on the holiday.

20  
21           c. A nurse not scheduled or requested to work on any of the  
22           above holidays may either (1) take the day off and use PTO,  
23           or (2) take the day off and save PTO for later use. This  
24           provision shall only apply to those nursing units that are  
25           closed or operating on a call crew only basis for the holiday.

26  
27           d. Notwithstanding Section 9.4, a nurse who works an extra  
28           shift on a recognized holiday shall receive one hundred and  
29           fifty dollars (\$150) for the full shift worked so long as the  
30           holiday is not a result of trades but rather at the request of  
31           the department leader or house supervisor.

1       **9.5 Charge Nurse Differential.** A nurse assigned to Charge nurse  
2 responsibilities shall be paid a differential of six dollars (\$6.00) per hour  
3 for the duration of the assignment to a Charge nurse vacancy in  
4 accordance with Article 12.2.2 or when working as a relief charge nurse.

5  
6       **9.6 Shift Differential.**

7       **9.6.1 Evenings.** A nurse who works the evening shift, a shift  
8 scheduled for the majority of the hours of the shift occurring after  
9 1500 hours, shall be paid a shift differential for all hours worked  
10 on that shift of three dollars and fifty cents (\$3.50) per hour.

11  
12       **9.6.2 Nights.** A nurse who works the night shift, a shift scheduled for  
13 the majority of the hours of the shift occurring after 2300 hours  
14 and before 0700 hours, shall be paid a shift differential as set  
15 forth below.

- 16               • Nurses with zero to three (0-3) years of experience as an  
17 RN shall receive a premium of nine dollars (\$9.00) per  
18 hour for all hours worked on that shift.
- 19               • Nurses with three or more (3+) years of experience as an  
20 RN shall receive a premium of eleven dollars and fifty  
21 cents (\$11.50) per hour for all hours worked on that shift.

22  
23       **9.6.3** The nurse shall be paid at the nurse’s scheduled shift rate  
24 (including differential, if any) if the nurse works over into the next  
25 shift to complete the nurse’s scheduled shift.

26  
27       **9.7 On-Call.** On-call compensation shall be paid when a nurse has been  
28 placed on “on-call” status. A nurse may be either scheduled to an on-call  
29 shift as per article 8.8, as a shift in excess of the nurse's core schedule  
30 via the electronic scheduling system, or placed on call due to low census.  
31 Such nurse will remain available to report to work within forty-five (45)  
32 minutes, or as stated in the job description, if called by the Medical  
33 Center.

1           **9.7.1 Rate of Pay – On-Call.** A nurse scheduled for an on-call shift  
2 shall be paid nine dollars (\$9.00) per on-call hour effective the  
3 first pay period upon ratification of the contract. A nurse  
4 scheduled for on-call in excess of fifty (50) hours per pay period  
5 shall receive an additional two dollars (\$2.00) per hour for all on-  
6 call hours scheduled over fifty (50) on-call hours in a pay period.  
7

8           **9.8 Weekend Work.** Nurses who work on the weekend shall receive a  
9 differential of two dollars and fifty cents (\$2.50) per hour worked. A  
10 weekend for purposes of this section shall be defined as all hours  
11 between 1900 Friday and 0700 Monday, except that the differential shall  
12 not be payable to nurses working a Friday shift that is scheduled to end  
13 either at 1900 or 1930 or to nurses working a Monday shift that is typically  
14 considered to be a day shift.  
15

16           **9.9 Certification Pay.** A nurse who obtains and maintains a nationally  
17 recognized nursing certification shall receive one dollar and fifty cent  
18 (\$1.50) per compensated hour. A nurse with two (2) or more such  
19 certifications shall receive two dollars and fifty cents (\$2.50). To be  
20 eligible for pay under this provision, proof of certification must be on file.  
21 An approved certification list shall be established by the Chief Nurse  
22 Officer or designee, in their discretion, in consultation with the PNPC, and  
23 shall be updated on an annual basis. The Medical Center shall give all  
24 nurses who received this pay a renewal reminder notice of requirements  
25 of this provision if their certification pay would expire without further  
26 renewal documentation.  
27

28           **9.10 Advanced Education Pay.** Nurses holding a BSN degree will receive  
29 two dollars and fifty cents (\$2.50) for each compensated hour; or nurses  
30 holding an MSN degree will receive four dollars (\$4.00) for each  
31 compensated hour.

1       **9.11 Transport Pay.** A nurse who performs transport duties shall receive three  
2       hundred dollars (\$300) per transport in addition to the nurse’s rate of pay.  
3       Transport pay is only applicable to transports to a facility other than one  
4       affiliated with the Medical Center, or outside Douglas County.

5  
6       **9.12 Sexual Assault Pay.** A nurse who performs the duties of a sexual assault  
7       nurse shall receive one hundred and fifty dollars (\$150.00) per case in  
8       addition to the nurse’s regular rate of pay. In the event that the Medical  
9       Center receives reimbursement from a governmental agency for the  
10      nurse’s services in excess of one hundred and fifty dollars (\$150.00) the  
11      additional compensation shall be included in this pay.

12  
13      **9.13 Preceptor Pay.** A nurse assigned by the Medical Center to mentor new  
14      nursing department nurses, RN and LPN students, and surgical scrub  
15      technicians under the Medical Center’s preceptor program shall receive  
16      four dollars and twenty-five cents (\$4.25) per hour in addition to the  
17      nurse’s regular rate of pay for each hour worked while performing in this  
18      role. Preceptorship is voluntary. The Medical Center will select preceptors  
19      based on its determination of clinical skills, experience, communication  
20      skills and teaching skills. Nurses may be required to attend an approved  
21      preceptor class in order to qualify for preceptor pay. In the event that a  
22      nurse attends preceptor training, the nurse shall be paid at their regular  
23      rate of pay for all hours spent in preceptor coursework as well as the  
24      additional four dollars and twenty-five cents (\$4.25) per hour preceptor  
25      premium.

26  
27      **9.14 Excess of Standard Shift.** Nurses working in excess of their scheduled  
28      twelve (12) hour shift will be paid time and one half (1.5x) for all additional  
29      time worked, excluding the first one (1) hour of time immediately following  
30      the twelve (12) hour shift.

1       **9.15 Increased Nursing Scope Pay.** Those nurses who maintain increased  
2 training for procedures practicing at the top of the nursing license scope  
3 as determined by Labor Management Council shall be paid a differential  
4 for all hours worked one dollar and fifty cents (\$1.50) per hour. Nurses  
5 must maintain documented competency of procedure to maintain  
6 eligibility for differential.

7  
8       **9.16 Spot Pay.** Spot Pay is utilized to maintain consistent and safe staffing.  
9 The purpose of this incentive is to encourage RNs to pick up shifts in  
10 bonus-eligible departments beyond the nurse’s FTE. Nurses who believe  
11 that their unit has a high enough vacancy rate to be eligible for spot pay  
12 may bring the issue forward to the Labor Management Committee. At  
13 management’s discretion, Spot Pay shall be identifiable, offered and filled  
14 via the electronic scheduling process. The following shall be common  
15 principles of the program.

- 16           • Shifts that are picked up will be considered Premium Pay and will  
17           be subject to cancellation or on-call processes according to the  
18           article 12.4 Low Census.
- 19           • Units eligible for spot pay shall generally have a vacancy rate that  
20           is greater than twenty percent (20%) (vacancy rates include filled  
21           positions where new hires have not started and or on orientation).  
22           When the above vacancy rate is not met and a unit is experiencing  
23           significant staffing issues, management may seek an exception to  
24           the vacancy rate.
- 25           • After the CPT bidding window has closed and shifts have been  
26           awarded, the schedules will be approved and posted. The  
27           remaining shift needs will be
- 28           • Available to all nursing staff. The Manager will be responsible for  
29           evaluating the critical staffing needs and identifying the shifts to be  
30           considered for Spot Pay.
- 31           • Spot Pay shifts are available to all nurses who have completed the  
32           appropriate competency for the department requesting such  
33           incentive.

- 1 • Spot Pay shifts shall be posted as premium payment with the  
2 posting of the final schedule, or as soon as is known for a last-  
3 minute need. Posted premium shifts shall remain open for  
4 selection for five (5) days before awarding, unless a last-minute  
5 need occurs prohibiting this notice. In the event more RNs  
6 volunteer and/or are signed up for a given incentive shift than  
7 needed, management will award incentive shifts on a fair and  
8 equitable basis.
- 9 • Nurses shall receive twenty dollars (\$20.00) per hour for all hours  
10 worked during a spot pay shift.
- 11 • To be eligible for spot pay, a nurse must work their full or part time  
12 FTE hours unless the nurse has pre-scheduled time off, low  
13 census flex down, mandatory education time, jury duty or  
14 bereavement leave.
- 15 • A Casual Part time nurse must be scheduled an additional twenty-  
16 four (24) hours in the same week as the Spot Pay shift to be  
17 eligible for spot pay.

18

19 **9.17 Rest Period.** Nurses who work greater than twelve (12) hours in a  
20 twenty-four (24)-hour period due to working a call shift following a  
21 scheduled shift, or a nurse who works any call hours between the hours  
22 of 2330 and 0500, and completes their call shift, will be offered a rest  
23 period of up to ten (10) hours, following the completion of their call shift. If  
24 taking the rest break results in the nurse missing a scheduled shift  
25 following the call shift, the nurse will be compensated for all hours of pay  
26 lost due to call coverage at their normal rate of pay. Nurses may  
27 voluntarily waive the period of time designated for the rest period but shall  
28 be compensated with callback pay for the scheduled hours worked the  
29 following day.

1       **9.18 Ratification Bonus.** There shall be a ratification bonus based on the  
2       nurse's FTE as set forth below:

- 3               • 1.0 FTE: \$2500
- 4               • 0.9 FTE: \$2500
- 5               • 0.6 FTE: \$1500
- 6               • CPT: \$500

7  
8       The nurse must be on the payroll at both the contract expiration date  
9       (June 30, 2024) and the contract ratification date to be eligible for the  
10      ratification bonus.

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

2   **10.1 General Provisions.** Paid Time Off (PTO) and Short-Term Disability (STD)  
3           provide compensation for nurses when absent for vacation, illness, holidays,  
4           family emergencies, preventative health and dental care, religious  
5           observances, and other personal time off.

6  
7   **10.2 Eligibility.** All regularly scheduled nurses, with the exception of Casual Part-  
8           time nurses, are eligible for PTO.

9  
10   **10.3 Accrual.** PTO shall be accrued on the basis of a nurse’s hours worked.  
11           “Hours worked” for purposes of this article means regular hours, overtime  
12           hours, low census core scheduled hours, and hours compensated as PTO,  
13           all of which are referred to as accrual base hours. PTO will not accrue for  
14           nurses during unpaid Leaves of Absence, STD, or Long-Term Disability.

15  
16   **10.4 Accrual Rates.** Eligible nurses shall accrue PTO as follows:

Completed Years of Service	PTO Earned per Hour for All Benefited Employees	Maximum Accrual Amounts Per Year	Max Accrual Banked PTO Hours
0 through 5	0.1025641	213 hours	300 hours
6 through 10	0.1248720	260 hours	360 hours
11 through 20	0.14230715	296 hours	420 hours
21 or more	0.15384615	320 hours	456 hours

17  
18           **A.** A change to a different accrual rate under the preceding paragraphs will be  
19           effective at the beginning of the pay period following the applicable  
20           anniversary date of employment.

21  
22           **B.** If a nurse has reached the maximum PTO accrual and has been denied a  
23           request for time off due to the staffing requirements of the department, the  
24           maximum PTO provision is waived (or, at the Medical Center’s discretion, an  
25           equivalent payment will be made) until such time as the nurse can mutually  
26           arrange scheduled time off with the department. This provision shall not

1 apply if the nurse had made no reasonable attempt to apply for PTO during  
2 the previous calendar year; the nurse must apply for such waiver (or  
3 payment as set forth above) within two pay periods of reaching a maximum.  
4

5 **10.5 Use of PTO.**

6 **10.5.1** Effective the first of the month following a nurse's first thirty (30)  
7 days of employment PTO may be used as soon as it is earned, up  
8 to the amount accrued in the pay period immediately preceding the  
9 time off, in accordance with the provisions of this Article. Except as  
10 set forth below, PTO may not be used in advance of its accrual or  
11 to claim pay for time lost due to tardiness.  
12

13 **10.5.2** Before the first of the month following a nurse's first thirty (30) days  
14 of employment, a nurse may use accrued PTO for holidays and  
15 mandatory low-census days.  
16

17 **10.5.3** During the first year of employment, a nurse may use up to forty  
18 (40) hours (proportionate five (5) days equivalent for part-time  
19 employees) of PTO in advance of accrual, when approved by the  
20 nurse's unit director. If such use puts the nurse into a negative  
21 balance, future accruals must replenish the nurse's PTO balance  
22 before further PTO may be taken, unless otherwise approved.  
23

24 **10.5.4** When requests for scheduled time off conflict with staffing  
25 requirements, preference will be given to PTO requests over  
26 requests for time off without pay.  
27

28 **10.5.5** A nurse may take personal time off without pay if the time off has  
29 been approved and the nurse has under twenty-four (24) hours of  
30 PTO available. This excludes leaves of absence.

1           **10.5.6**     Nurses may elect to voluntarily donate PTO to an individual nurse  
2                             who meet qualifications for PTO donations under federal  
3                             regulations and rules.  
4

5   **10.6 Requesting and Granting Scheduled PTO.** Scheduled PTO, e.g. for  
6   vacation, must, except in unusual circumstances, be requested in advance of  
7   the time off desired. The Medical Center shall not unreasonably deny said  
8   request.

9           **10.6.1**     A nurse shall request the supervisor of their unit to schedule time  
10                            off by giving notice through the electronic scheduling system to the  
11                            staffing office at least thirty-five (35) days but not more than nine  
12                            (9) months prior to the date when the earliest schedule covering  
13                            such time off is to be posted. The Medical Center will respond  
14                            through the electronic scheduling system to such request no later  
15                            than thirty (30) days after receipt of the request. Preference for  
16                            available time off on the nurse’s unit and shift will be given to the  
17                            request for same received on the earliest date by the staffing  
18                            office. All requests submitted and approved in writing for the nine  
19                            (9) months prior to implementing electronic scheduling will be input  
20                            into electronic scheduling and the approval adhered to. A nurse  
21                            that does not have access to the electronic scheduling system may  
22                            continue to request time off by giving written notice at least thirty-  
23                            five (35) days in advance, but not more than nine (9) months prior  
24                            to the date when the earliest schedule covering such time off is to  
25                            be posted.

26  
27           **10.6.2**     All PTO requests submitted to the appropriate office when it is  
28                            closed shall be considered as noticed to the Medical Center the  
29                            next working day for that office. PTO submitted on a calendar day  
30                            of Saturday or Sunday shall be considered noticed to the Medical  
31                            Center on the Monday immediately following the weekend. All such  
32                            requests shall be dated in the electronic scheduling system.  
33                            Similarly, any PTO request submitted on a holiday shall be

1 considered as noticed to the Medical Center on the following  
2 weekday.

3  
4 **10.6.3** If a nurse requests time off with less than thirty-five (35) days'  
5 notice, but at least one (1) week prior to the date when the earliest  
6 schedule covering such time off is to be posted, the Medical  
7 Center will consider such requests in the order received from  
8 among the nurses on the same unit and shift, to determine if  
9 scheduling will permit accommodation of the requests.

10  
11 **10.6.4** In the event two or more nurses on the same unit and shift request  
12 the same period of time off and such requests are received by the  
13 Medical Center on the same date, the Medical Center will seek to  
14 accommodate the requests, but in the event the scheduling will not  
15 permit, the Medical Center will notify the nurses of the unresolved  
16 conflict. The senior such nurse shall be given preference provided  
17 that (a) they request such seniority preference in writing no later  
18 than five (5) days after notification by the Medical Center of the  
19 unresolved conflict, and (b) they shall not be eligible to exercise  
20 such right of seniority if they exercised it during the preceding two  
21 (2) years.

22  
23 **10.6.5** When time off is requested without prior approval due to an  
24 emergency or illness, a specific reason for the request is to be  
25 given. A nurse requiring time off without prior approval and on  
26 short notice must notify one departmental contact, as identified by  
27 Medical Center policy, at least two (2) hours prior to the starting  
28 time for the applicable shift, or as soon as the employee becomes  
29 aware of the need.

30  
31 **10.6.6** The Medical Center may not rescind PTO once it is granted except  
32 in extraordinary circumstances. If PTO is rescinded for  
33 extraordinary circumstances with less than thirty (30) days' notice,  
34 the Medical Center shall reimburse the nurse for all unavoidable

1 documented non-refundable expenses due to the Medical Center  
2 rescinding PTO. A nurse may rescind a PTO request up to thirty  
3 days (30) days prior to the date when the schedule covering such  
4 time off is to be posted. Thereafter, rescission of such requested  
5 time off may be accomplished only if the Medical Center consents.  
6

7 **10.7 PTO Unit Guidelines.** Guidelines for the granting and usage of PTO will be  
8 established by each Unit Based Council. Each such guideline will be  
9 provided to the Association.  
10

11 **10.8 Extended Absences.**

12 **10.8.1 Extended Illness Bank (EIB).** Each nurse shall maintain the hours  
13 accrued in their EIB as of the end of the last pay period of 2007.  
14 Existing EIB balances shall be frozen, as of that date, and may be  
15 used to supplement STD to one hundred percent (100%) pay. Up  
16 to sixteen (16) hours of EIB may be utilized during the seven (7)  
17 day waiting period to qualify for STD after a nurse has utilized  
18 twenty-four (24) hours of PTO, unless otherwise required by law.  
19

20 **10.8.2 Short Term Disability (STD).** The Medical Center will make  
21 available to all full and part-time nurses a short-term disability plan  
22 identical to the plan offered to all other Medical Center employees,  
23 which plan may be changed by the Medical Center at its discretion  
24 as long as such changes are implemented for all other employees.  
25 Benefits and eligibility requirements shall be controlled by the plan  
26 documents. If the Medical Center modifies the short-term disability  
27 plan, the Medical Center will provide the Association with at least  
28 thirty (30) days advance notice and a review of the plan changes  
29 prior to implementation.  
30

31 **10.9 Payment of PTO and STD.**

32 **10.9.1** PTO (and EIB hours, until exhausted) will be paid at the time of  
33 use at the nurse's straight-time hourly wage rate on the nurse's  
34 regularly scheduled shifts.

1           **10.9.2**   All accrued but unused PTO will be paid upon termination. A nurse  
2                           may also cash out PTO as follows: a nurse who has accrued at  
3                           least ninety-six (96) hours up to one-hundred-sixty (160) hours of  
4                           PTO may cash out up to forty (40) hours of PTO; a nurse who has  
5                           accrued one-hundred-sixty-one (161) to two hundred (200) hours  
6                           of PTO may cash out eighty (80) hours of PTO, and a nurse who  
7                           has accrued more than two hundred (200) hours of PTO may cash  
8                           out one hundred (100) hours of PTO. The election to cash out PTO  
9                           must be made during the annual benefit re-enrollment period, and  
10                          PTO cashed out will be paid in the final pay period of the following  
11                          year. Additionally, a nurse may make a PTO cash-out request in  
12                          the event of an emergency, subject to the discretionary approval of  
13                          the Director of Human Resources of the Medical Center. PTO  
14                          cashed out on an emergency basis will be paid at the rate of 90%  
15                          of the otherwise applicable rate. Except as otherwise provided in  
16                          this Article, a nurse is not required to cash out accrued PTO and  
17                          may allow it to accumulate for future use or payment upon  
18                          termination, if applicable.

19  
20           **10.9.3**   Hours in the Extended Illness Account cannot be converted to PTO  
21                           hours and are not payable, except according to the terms of the  
22                           EIB policy.

1 **ARTICLE 11 – LEAVES OF ABSENCE**

2 **11.1 General Provisions.** Upon completion of probation, a regularly scheduled  
3 nurse may be granted a leave of absence without pay. All such requests  
4 must be presented in writing to the appropriate supervisor as far in advance  
5 as possible. Each case will be reviewed and considered for approval by the  
6 Medical Center. Leaves of absence that are not mandated by law shall be  
7 granted in a consistent and equitable manner. A nurse must utilize any  
8 applicable PTO or EIB hours accrued prior to the commencement of the  
9 leave of absence, except when required by law.

10 **11.1.1 Non-Accrual of Service or Benefits.** The leave of absence  
11 protects the nurse’s accrued service record; however, a nurse will  
12 not accrue benefits or build service time during an unpaid leave.  
13

14 **11.1.2** A nurse may claim PTO or EIB during a leave at a lower number of  
15 hours than the nurse was regularly scheduled to work.  
16

17 **11.1.3 Continuation of Insurance Benefits.** A nurse on a leave of  
18 absence may continue to obtain group insurance benefits at their  
19 own expense, except as otherwise required by law. A nurse shall  
20 not be eligible for continuation of insurance benefits during an  
21 unpaid leave of absence for more than three (3) months within any  
22 twelve (12) month period, except for a nurse performing light duty  
23 work as specified in Section 11.7 below.  
24

25 **11.2 Family and Medical Leave.** Family, and medical leaves of absence,  
26 including Family Medical Leave Act (FMLA) and Oregon Family Leave Act  
27 (OFLA), will be administered by the Medical Center consistent with  
28 applicable state and federal laws.

29 **11.2.1** Paid Leave Oregon (PLO) is a government program operated by  
30 the State of Oregon providing family leave, medical leave, and safe  
31 leave for eligible individuals. Nurses interested in learning more  
32 about what benefits may be available from the government under  
33 PLO are encouraged to visit [paidleave.oregon.gov](http://paidleave.oregon.gov). Mercy Medical

1 Center complies with its obligation under Oregon law pertaining to  
2 Paid Leave Oregon.

3  
4 **11.3 Military Leave.** A military leave of absence will be automatically approved  
5 upon the employee's receipt of military orders from any branch of the United  
6 States Armed Services and/or training in reserve or National Guard Units. If a  
7 nurse is a member of the armed service reserve organization, a leave of  
8 absence of sufficient time may be granted to fulfill annual active duty  
9 requirements. A nurse is not required to use their PTO during the military  
10 leave. No length of service restrictions apply to this policy if the department  
11 head is notified at the time of employment or enlistment. Nurses returning  
12 from military leave will be treated in accordance with federal and state law.

13  
14 **11.4 Return from Leave.**

15 **11.4.1** Except to the extent required by applicable law the Medical Center  
16 will reinstate a nurse to the same position after leave of absence of  
17 six (6) weeks or less.

18  
19 **11.4.2** If the nurse's former position is not available, the nurse will be  
20 offered the first comparable available vacancy for which the nurse  
21 is qualified which occurs after the Medical Center has been  
22 advised of the nurse's desire to return to work. A nurse who  
23 returns following a protected leave and provided the nurse returns  
24 within six (6) months from the beginning of the leave, to a different  
25 position than the nurse left will have the option to fill the first  
26 opening comparable to the nurse's prior position (position, unit,  
27 shift, including FT, PT, CPT status) that occurs without regard to  
28 the seniority of other nurses desiring the opening. This position  
29 preference shall continue for one year (365 days) from the  
30 beginning of the leave.

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

7  
8 **11.4.3 Workers Compensation.** The Medical Center will comply with the  
9 worker's compensation laws. A nurse injured on duty will receive  
10 regular wages while receiving medical attention on the date of their  
11 injury/illness. PTO may be used by the nurse for the first three (3)  
12 consecutive days lost from work.

13  
14 **11.5 Absences With Pay.**

15 **11.5.1 Bereavement Leave.** Benefits-eligible nurses are eligible for  
16 bereavement pay immediately upon hire for a death in the nurse's  
17 immediate family. "Immediate family" shall be defined by the  
18 Employer's bereavement leave policy. Time off and pay during  
19 bereavement time off is calculated based upon the nurses' full time  
20 equivalent and shall at minimum equal what the employee would  
21 otherwise receive for one (1) week in time and pay. All other  
22 guidelines in the administration of bereavement leave shall be  
23 governed by the Medical Center's Bereavement Policy. The  
24 Medical Center shall notify the Association prior to changes to the  
25 policy.

26  
27 **11.5.2 Jury Duty.** A nurse who is required to perform jury duty will be  
28 permitted the necessary time off to perform such service. The  
29 nurse will be paid their regular straight time rate of pay for the time  
30 served during scheduled work hours missed. The jury pay received  
31 from the court shall be retained by the nurse. The nurse must  
32 report for work if their jury service ends on any day in time to  
33 permit at least four (4) hours of work in the balance of the normal  
34 workday. The nurse will be paid the remainder of their scheduled

1 shift if no work is available. A nurse on jury duty will be scheduled  
2 for day shift for the period of required jury service unless a waiver  
3 is signed.

4  
5 **11.5.3 Court Witness.** Nurses who are subpoenaed or required by the  
6 Medical Center to appear as a witness in a court case will be  
7 compensated at their regular rate of pay for time spent testifying  
8 and/or any regular scheduled work hours missed. The nurse must  
9 report for work if their testimony on a regular workday ends in time  
10 to permit at least four (4) hours of work in the balance of the  
11 workday. Any court witness pay may be retained by the nurse.

12  
13 Nurses who are subpoenaed to appear as a witness in a legal  
14 proceeding to which the Medical Center is not a party, to testify  
15 concerning matters involving the nurse's employment at the  
16 Medical Center, will be compensated at their regular rate of pay for  
17 time spent testifying and/or any regularly scheduled work hours  
18 missed. The nurse must report for work if their testimony on a  
19 regular workday ends in time to permit at least four (4) hours of  
20 work in the balance of the workday. Any court witness pay may be  
21 retained by the nurse.

22  
23 A nurse who is subpoenaed to appear as a witness in a legal  
24 proceeding to which the Medical Center is not a party, to testify  
25 concerning matters not related to their employment at the Medical  
26 Center, shall be granted time off without pay. The nurse, in this  
27 instance, shall not receive pay for time lost, but may use PTO  
28 hours.

1 **11.6 Light Duty.** It is believed that assisting injured and ill nurses in emotional or  
2 physical rehabilitation is best accomplished by returning them to their regular  
3 job at the earliest possible time. The Medical Center will make every  
4 reasonable effort to provide temporary modified work assignments to these  
5 nurses. A regularly scheduled nurse who is injured and unable to perform the  
6 nurse's normal position duties shall be assigned light duty work if appropriate  
7 work is available. Priority may be given to such nurse's receiving workers'  
8 compensation. While assigned light duty the nurse shall receive the nurse's  
9 regular rate of pay plus applicable differentials and be eligible for accrual of  
10 PTO, accrual of seniority, continuation of retirement benefits and continuation  
11 of insurance benefits for a maximum period of three (3) months of such light  
12 duty work.

1 **ARTICLE 12 – SENIORITY AND LAYOFFS**

2 **12.1 Seniority.** Seniority shall mean the length of continuous service with the  
3 Medical Center as a registered nurse working in a position covered by this  
4 Agreement.

5 **12.1.1 Service Outside Bargaining Unit.** A nurse who has accepted or  
6 accepts employment in a position outside the scope of this  
7 Agreement, and who is later employed by the Medical Center as a  
8 nurse hereunder, without a break in Medical Center service, will  
9 thereafter be credited with their previously accrued seniority as a  
10 nurse, their PTO and EIB accrual rates based upon total consecutive  
11 years of Medical Center service, and no less than their previously  
12 existing wage step (including credit for prior service within the pay  
13 step) as a nurse. Such a nurse will be on probationary status as a  
14 result of such return to the bargaining unit, unless the non-bargaining  
15 unit position was a registered nurse position, or the nurse returns  
16 within twelve (12) calendar months.

17  
18 **12.1.2 Loss of Seniority.** Length of service shall be broken by (1) layoff for  
19 lack of work which has continued for six (6) or more consecutive  
20 months; (2) leave of absence, other than any state, federal leave, or  
21 other protected leave, which has continued for six (6) or more  
22 consecutive months; or (3) termination.

23  
24 **12.1.3 Seniority Reinstatement.** Any non-probationary, non-temporary  
25 nurse who voluntarily terminates from employment in the Medical  
26 Center bargaining unit and is rehired by the Medical Center to a  
27 position covered by this Agreement within a period of less than six  
28 (6) months from the date of termination will (a) be returned at  
29 minimum to the nurse's same wage step as prior to termination, (b)  
30 not be required to complete a new probationary period, and (c) shall  
31 have previously accrued seniority reinstated (but the nurse will not  
32 be credited for seniority that would have occurred during the period  
33 of time the nurse was not employed by the Medical Center).

1 **12.2 Filling of Vacancies.** The Medical Center will post on the intranet and  
2 distribute via email, a list of vacancies covered by this Agreement to be filled.  
3 The posting shall consist of the unit, shift, scheduled standby/call  
4 requirement, weekend work requirement, minimum qualifications required,  
5 core schedule and numbers of hours per week of the vacancy. No vacancy  
6 shall be permanently filled unless it has been posted for a minimum of five  
7 (5) calendar days excluding weekends and holidays. A list of candidates  
8 applying for bargaining unit positions will be available to the Association upon  
9 written request.

10  
11 **12.2.1 Staff Nurse Vacancies.** The qualified senior nurse employed in the  
12 Medical Center and applying during the posting period will be given  
13 the first opportunity to fill the vacancy. The most qualified junior  
14 nurse applicant may instead be awarded the position, provided the  
15 junior nurse (1) has completed the new hire probationary period, and  
16 (2) the junior nurse is more qualified for the position based upon (a)  
17 qualifications as evidenced by certifications, education or workshop  
18 credits, or similar materials, and/or (b) demonstrated abilities as  
19 evidenced by satisfactory, exemplary or specialty service in a  
20 performance evaluation or other document(s). The Medical Center's  
21 choice of the qualified senior nurse shall not be subject to challenge  
22 under the grievance procedure. Notwithstanding the foregoing, if the  
23 candidates under consideration for the posted position in a unit  
24 routinely work in the same unit as the posted position and are able to  
25 fully perform the duties of the job, the position shall be awarded  
26 based on seniority.

27  
28 A nurse is eligible to transfer to a new position once they have been  
29 in their current position for a minimum of six months unless the new  
30 position would be a promotion or an increase/decrease in status  
31 (Full-time, Part-time, Casual Part-time), or the current manager  
32 approves.

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

8  
9 **12.2.2 Charge Nurse Vacancies.** The Medical Center shall interview all  
10 qualified interested applicants applying for a charge nurse vacancy.  
11 When evaluating two or more candidates, if no candidate is superior  
12 based on greater experience, education, leadership skills or ability,  
13 the senior nurse shall be awarded the position. The Medical Center's  
14 evaluation of the candidates' experience, education, leadership skills  
15 or ability may be overturned in the grievance/arbitration process only  
16 if the Medical Center's decision is arbitrary, capricious or  
17 discriminatory. Input from a unit-interview committee shall be  
18 considered. The nurses interviewed shall be given the opportunity to  
19 supply the committee with a brief written resume, summarizing the  
20 candidate's past experience, length of experience, reason for  
21 application and qualifications.

22  
23 The successful applicant shall receive a three (3) month trial period  
24 including orientation. If, during such trial period, the Medical Center  
25 or the nurse determines that the nurse should not be continued in the  
26 position, the nurse shall be reassigned to their former position if it is  
27 available or to the same shift and number of hours they held  
28 immediately prior to the trial period. If no position in the nurse's home  
29 unit is available, the nurse may be reassigned to a different unit.  
30 Within six (6) months after such reassignment if the nurse applies for  
31 a vacancy in their former unit, the nurse shall be given such  
32 preference as they would have had prior to the reassignment.

1 **12.3 Work Force Reductions.** The Medical Center retains the right to determine  
2 whether a permanent or prolonged reduction in personnel is necessary, the  
3 timing of such reduction in personnel, the number of FTEs to be eliminated,  
4 and in which groups of nurses' layoffs will be affected. The parties further  
5 agree:

6

7 **12.3.1 Definitions.** A layoff shall consist of an involuntary reduction in the  
8 number of hours scheduled or worked.

9

10 **12.3.2 Procedure.** If the Medical Center determines that a permanent or  
11 prolonged reduction in personnel is necessary within one or more  
12 groups of nurses, the following shall occur:

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

15

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

18

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

22

23 d. Benefited nurses identified and notified pursuant to paragraph  
24 2 above may fill an open position in the bargaining unit which  
25 they are qualified for, be eligible for severance, or go on the  
26 recall list in lieu of severance. Severance pay shall be offered  
27 as provided in the Employer's policy. Alternatively, nurses  
28 may exercise the bumping rights set out in Section 12.3.2.5  
29 below. A nurse who has received a final written warning within  
30 six (6) months may be denied a position unless the nurse has  
31 made documented improvement as determined by the  
32 Medical Center or the nurse, at the time of the reduction, is in  
33 the grievance process.

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- e. Nurses facing layoff may take advantage of bumping rights as follows:
  - 1. The same number of least senior RNs in the organization as the number of nurses facing layoff shall be identified (the “least senior nurses”). If two or more “least senior nurses have the same seniority date, the nurse who has worked the most number of hours is the more senior.
  - 2. The Medical Center shall evaluate the qualifications of the least senior nurses, the nurses facing layoff, and the qualifications needed for any open positions available in the Medical Center.
  - 3. The most senior nurse of those nurses facing layoff shall have first choice of eligible positions (both posted and those held by least senior nurses). The remaining nurses in order of seniority will then have the choice of eligible positions within the Medical Center.
  - 4. Nurses who exercise bumping rights who are evaluated as unsatisfactory after the orientation or training ordinarily provided for the position shall be laid off.
  - 5. On request, the Medical Center will confer and seek mutual agreement with the Association regarding the Medical Center’s assessment of the qualifications of any nurse impacted by this Section 12.3.2. The Medical Center determination of the nurses’ qualifications in this Section may be reversed in the grievance and arbitration process only if it is arbitrary, capricious and discriminatory.

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- 6. Least senior displaced nurses who are not qualified for an open bargaining unit position shall be laid off.
  
- 7. All nurses must be qualified to perform the essential functions of the position they are to assume with minimal training, excluding orientation specified in Section 8.12, unless the displaced nurse is in training. In this case the nurse taking the position will additionally be offered any remaining period of training as available to the displaced nurse.
  
- 8. If after thirty (30) days following a nurse's orientation to their new position, the Medical Center or the nurse determines the position isn't a good fit, the nurse can apply for any open position or be qualified for severance.

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

**12.3.4 Performance of Remaining Work.** The work remaining after a work force reduction shall ordinarily be performed by currently employed nurses until the Medical Center determines that recall shall be initiated. Nurses on layoff subject to recall may request shifts through the electronic scheduling program following the close of the period for casual part-time nurses to select shifts. Should more than one nurse then bid on a shift it shall be awarded to the most senior nurse on the recall list who bid. Notwithstanding 12.3.5, nurses shall not be

1 utilized to perform work on a regularly scheduled basis that could be  
2 performed by a nurse on layoff status who is qualified for and  
3 interested in being recalled for such work.

4  
5 **12.3.5 Recall.** Nurses shall be recalled from layoff in reverse order of layoff;  
6 the Medical Center shall solely determine when to initiate a recall  
7 from layoff. When reemployment is offered by verbal and certified  
8 written notice to a nurse who has been laid off, the nurse will have  
9 seventy-two (72) hours to accept or reject the position(s) offered.  
10 The Medical Center shall offer all open and available bargaining unit  
11 positions to the laid off nurse. If the nurse fails to respond within the  
12 seventy-two (72) hours, or if the nurse rejects all positions for which  
13 they are qualified, the nurse forfeits all further right to recall, and  
14 employment with the Medical Center shall be terminated. It shall be  
15 the responsibility of the nurse who has been laid off to provide the  
16 Medical Center with the current telephone and/or address where  
17 they may be reached. Nurses recalled to a position and department  
18 other than the one from which the nurse was laid off must meet the  
19 qualifications of the position. Nurses outside the Medical Center shall  
20 not be employed for a vacancy in the bargaining unit if there is a  
21 nurse on the layoff list with the required experience and  
22 qualifications. Recall rights under this Section continue for the length  
23 of time for which seniority is retained under Section 12.1.2.

24  
25 **12.3.6 Shift Preference.** A nurse who accepts recall, or has been  
26 displaced, to a position on a shift and/or unit other than the shift from  
27 which the nurse was laid off or displaced, shall retain preference  
28 over all other applicants to returned to open positions on the nurse's  
29 original shift and/or unit, until return to that shift and/or unit. This  
30 preference, for which the Medical Center shall have no notification  
31 obligation, shall continue for a period of one year from the date of  
32 displacement or recall.



1 option available is a permanent reduction in hours then the layoff  
2 provision in this Article will apply in meeting the needed reduction.

3  
4 **12.4.2 Low Census/Flex Down Process.** A percentage-based plan for the  
5 fair and equitable distribution of scheduled and awarded shifts. The  
6 basis for the plan is premised on hours scheduled versus hours  
7 worked, which is not affected by the hours the nurse is available for  
8 their regularly scheduled shifts. The percentage will only be  
9 calculated on core scheduled hours that they are either working, put  
10 on call, and/or flexed down for low census.

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

14  
15 b. If more than one volunteer asks for the time off it will be  
16 awarded on a rotational system.

17  
18 **12.4.3 Late Starts.** A late start is low census at start of shift and will be  
19 conducted as described in this section. The Medical Center will not,  
20 without the nurse's consent, deviate from a nurse's usual posted  
21 scheduled times for beginning and ending work except as described  
22 herein. Should lack of patient census require a nurse to delay  
23 reporting for work at the scheduled start time, the nurse shall be  
24 placed on low census to delay the starting time by up to three (3)  
25 hours. This delay shall not result in a change in the scheduled  
26 ending time unless the nurse agrees to such a delay. The late start  
27 time will not be altered in any way except to place the nurse on call  
28 or called off if not needed. The late start nurse will be determined by  
29 seeking volunteers first and then following the low census process  
30 defined in Article 12.4 to determine the mandatory late start. No  
31 more than two (2) nurses on a unit and shift may be required to late  
32 start.

1 **12.5 Work Force Reorganization.** The provisions of this Section shall apply in  
2 the event of a work force reorganization that may involve layoffs. A work  
3 force reorganization shall include staffing changes resulting from a merger or  
4 consolidation of two or more units, increases or decreases in FTE status  
5 among bargaining unit members.

6 **12.5.1 Notice.** Prior to implementing a work force reorganization, the  
7 Medical Center will provide the Association a minimum of three (3)  
8 weeks' notice (more if possible), except in exigent circumstances.  
9 The Medical Center shall provide as much information as is practical  
10 in the circumstances.

11  
12 **12.5.2 Bargaining Rights and Obligations.** The Medical Center shall,  
13 upon demand by the Association, bargain the impact of work force  
14 reorganizations (either to agreement or to impasse, after which such  
15 changes may be implemented) during the term of this Agreement,  
16 provided the bargaining be conducted in good faith within the  
17 appropriate time frame.

18  
19 **12.5.3 Layoffs.** In the event a unit reorganization involves layoffs, the  
20 procedures outlined in Section 12.3.2 shall be followed.

1           **ARTICLE 13 – HEALTH, WELFARE AND EMPLOYMENT BENEFITS**

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

13  
14   **13.2 Medical, Dental, Disability, Vision and Life Plan Changes.** Prior to  
15 modifying any of its current medical, dental, disability, vision or life insurance  
16 plan(s) or providing an alternative plan(s), the Medical Center will provide the  
17 Association at least thirty (30) days' notice and a review of the plan changes  
18 prior to implementation. The Medical Center shall, upon demand by the  
19 Association, bargain the impact of any changes to any of these plans (either  
20 to agreement or impasse, after which such changes may be implemented)  
21 during the term of this Agreement, providing the bargaining be conducted in  
22 good faith within the appropriate time frame. Plan changes may include  
23 options for buy-up provisions. Plan costs, benefits and eligibility  
24 requirements, including any changes thereto, shall be the same as for all  
25 Medical Center employees.

26  
27   **13.3 Long Term Disability Plan.** The Medical Center shall provide a long-term  
28 disability (LTD) plan for its eligible employees identical to the LTD plan  
29 offered to all other Medical Center employees, which plan may be changed  
30 by the Medical Center at its discretion so long as such changes are  
31 implemented for all other employees. LTD benefits, eligibility and  
32 administration shall be according to the plan documents. If the Medical  
33 Center modifies its current LTD plan or provides an alternate LTD plan, the

1 Medical Center shall provide the Association with at least thirty (30) days'  
2 advance notice and review of the plan changes prior to implementation.

3  
4 **13.4 Life Insurance.** The Medical Center shall provide basic term life insurance  
5 for its full-time and part-time employees on the same terms as it is offered to  
6 all other employees of the Medical Center. Life insurance benefits and  
7 eligibility requirements for participation shall be defined by the plan  
8 documents. Full-time and part-time employees may purchase supplemental  
9 portable life insurance for themselves and dependents at their own expense,  
10 on the same terms as offered to all other employees of the Medical Center.

11  
12 **13.5 Retirement Program.** The Medical Center will provide a retirement plan for  
13 its eligible employees identical to the retirement plan offered to all other  
14 Medical Center employees. The plan may be changed by the Medical Center  
15 at its discretion as long as plan costs, benefits and eligibility requirements,  
16 including any changes thereto, shall be the same as for all Medical Center  
17 employees. Retirement benefits and eligibility requirements for participation  
18 shall be defined by the plan documents. If the Hospital modifies its current  
19 retirement plan or provides an alternative plan, the Hospital will provide the  
20 Association with at least thirty (30) days' advance notice and a review of the  
21 plan changes prior to implementation.

22  
23 **13.6 Tax Deferred Retirement Plan.** The Medical Center will provide a plan to all  
24 employees for tax deferred contributions. All contributions will be at  
25 employee expense. Mercy's 403b plan was frozen as of 1/1/2014.

26  
27 **13.7 Flexible Spending Account.** The Medical Center shall provide a tax-free  
28 payroll deduction for all part-time and full-time employees for use for eligible  
29 expenses.

1 **13.8 Financial Institution Payroll Deduction.** Employees may access payroll  
2 deduction for contributions to a bank, credit union, savings and loan  
3 association or similar institution of their choice. The employee may designate  
4 up to three (3) accounts for which the Medical Center will undertake payroll  
5 deduction.

6  
7 **13.9 Workers' Compensation.** Nurses shall be covered by state worker's  
8 compensation insurance or equivalent private insurance coverage.

9  
10 **13.10 Medical Center Discounts.** The Medical Center shall provide a discount in  
11 the cafeteria for all employees identical to the discount provided to all other  
12 Medical Center employees.

13  
14 **13.11 Child Care.** The Medical Center will subsidize the cost of an employee's  
15 childcare services provided at the same level of subsidy provided to all  
16 Medical Center employees.

17  
18 **13.12 Employee Assistance.** All employees may access the Employee Assistance  
19 program at no cost to the employee.

20  
21 **13.13 Immunizations and Testing.** The Medical Center shall provide Hepatitis B  
22 vaccine to nurses who request it at no cost to the nurse if the nurse  
23 completes the three (3) shot series. Flu shots shall be provided annually to  
24 all employees subject to limitations based on the availability of serum.

25  
26 **13.14 Laboratory Examinations and Physical Examinations.** Laboratory  
27 examinations and physical examinations, when required by the Medical  
28 Center because of exposure to communicable diseases or due to work-  
29 related injury or illness, shall be provided by the Medical Center or its  
30 workers compensation insurance, at no cost to the nurse.

1 The Medical Center shall also grant at no cost to the nurse HIV/Hepatitis B/C  
2 tests of the nurse as soon as practicable after the nurse informs the Medical  
3 Center that they believe they may have been exposed to the  
4 HIV/AIDS/Hepatitis B/C virus in the course of their duties. At the request of  
5 the nurse, subsequent tests will be offered at six (6) weeks, twelve (12)  
6 weeks, six (6) months, and one (1) year after the exposure (or as  
7 recommended by the Federal Centers for Disease Control).

8  
9 **13.15 Safe Equipment.** No nurse shall be expected to operate any equipment or to  
10 perform a work assignment that would cause them imminent danger and  
11 would reasonably be considered to be unsafe by a normally prudent  
12 individual.

13  
14 **13.16 Quarantine Time Loss.** Time lost from work because of quarantine after  
15 exposure to a communicable disease at work will be compensated at the  
16 nurse's regular rate of pay to the extent not covered by workers'  
17 compensation if the nurse is disqualified from nursing duties by the Medical  
18 Center, when temporary work outside of patient care is not available.



1 Center educational offerings will indicate nursing units approved for  
2 attendance, if approval is limited. In the event a nurse is required by their  
3 licensure or the Medical Center to attend in-service education functions or  
4 unit staff meetings outside of their normal shift, time spent at such functions  
5 will be considered as time worked under this Agreement. The Medical Center  
6 will pay all fees associated with mandatory education/in-service/training. All  
7 in-services that impact a nurse's evaluation shall be considered mandatory.  
8 A minimum of two (2) hours appropriate pay based on the nurse's Appendix  
9 A wage rate shall be paid for attendance under the preceding sentence, if the  
10 time spent at such functions is not continuous with the nurse's normal shift.  
11 Regular nursing unit meetings may be scheduled by the Medical Center at its  
12 discretion, and attendance shall be paid consistent with this section. If a  
13 minimum number of in-service hours are required to meet evaluation  
14 requirements, attendance up to that number of hours shall be considered  
15 mandatory.

16 **14.2.1 Mandatory Education for Nurse Staff.** The Medical Center will  
17 make reasonable effort to offer all mandatory education on various  
18 days and time to minimize the impact on staff. The Medical Center  
19 agrees to schedule mandatory education for nurses of all shifts so  
20 as to be least disruptive to the nurses' sleep and work schedule.

21  
22 **14.2.2 Mandatory Education Modules.** Nurses are expected to  
23 complete all mandatory education modules during their normal  
24 scheduled shifts. When there are extenuating circumstances, such  
25 as frequent low census, extended LOA, infrequent use of CPT  
26 staff, and it is not possible for a nurse to complete the modules  
27 during their normal shift, the nurse may, with approval from the  
28 Department Leader complete the module from home. The nurse  
29 will be paid their hourly wage for the pre-determined "estimated  
30 time" indicated on the module. Proof of completion will be the  
31 certificate printed after completion of the module. Once the  
32 certificate is turned in to the Staffing Office, the time will be added  
33 to Kronos.

1           **14.2.3 Standardized Hours for Online Certification Renewals.** The  
2 parties agree that all currently employed Registered Nurses will be  
3 paid a standard amount of time for the following on-line certification  
4 renewals:

5           a. BLS = 2.5 hours

6  
7           b. ACLS/PALS/NRP/STABLE = 8.0 hours

8  
9           If the Registered Nurse is not able to complete the online renewal  
10 within the allotted time, the Registered Nurse will need to contact  
11 their Department Leader and/or Clinical Coordinator and complete  
12 the course at the facility.

13  
14       **14.3 Educational Time and Expenses.**

15           **14.3.1 RN Professional Development Fund.** Nurses shall be granted  
16 time off for voluntary educational purposes as the Medical Center  
17 determines appropriate as set forth below. Every fiscal year  
18 (beginning the first fiscal year after the effective date of this  
19 Agreement) the Medical Center shall establish a budget for nurse  
20 education. This budget item shall be no less than \$85,000 for  
21 bargaining unit nurses the first year. That information shall be  
22 provided to the Association.

23  
24           **14.3.2 Education Expenses.** Each nurse shall be eligible to use up to  
25 two thousand five hundred dollars (\$2,500) per fiscal year for  
26 registration fees, travel, and lodging expenses related to the cost  
27 of an approved educational event. Application for education  
28 expense shall be at least thirty (30) days in advance to Department  
29 Director and shall not be unreasonably denied. Registration fees  
30 for an approved event will be paid by the Medical Center at the  
31 time of registration. Nurses who believe that their application has  
32 been unreasonably denied may appeal the denial to the  
33 Professional Nurse Practice Council (PNPC) in a timely fashion.  
34 The PNPC's decision shall be final and binding, unless in the

1 determination of the Chief Nursing Officer the effect of the decision  
2 would be to exceed the educational budget specific in Section  
3 14.3.1 above.

4  
5 **14.3.3 Criteria for Use.** Educational time off must be used for bona fide  
6 education related to the nurse's current position or likely nursing  
7 opportunities within the Medical Center, which will benefit both the  
8 Medical Center and the nurse, and may include testing fees and  
9 time spent in non-mandatory certifications or maintenance of non-  
10 mandatory certification. Testing fees shall be reimbursed to the  
11 nurse upon delivery of passing certificate copy to the Medical  
12 Center. Funds may be put towards educational materials such as  
13 books, magazine subscriptions, online courses, etc. (as long as  
14 deemed relevant to nursing practice under previously stated  
15 criteria). Educational offerings for basic core competencies and  
16 other requirements for the nurse's current position shall be  
17 excluded from the professional development fund. This includes  
18 approved online offerings. The Medical Center may require nurses  
19 to make oral and/or written presentations regarding their  
20 educational experience to other Medical Center staff. The  
21 Professional Nurse Practice Council shall review compliance, in an  
22 advisory capacity, in the application of these criteria.

23  
24 **14.3.4** The nurse and their manager shall work together on the process to  
25 share the knowledge gained from the educational program with the  
26 other nurses.

27  
28 **14.3.5 Hours Compensated.**

29 **A. Voluntary Education.**

30 After twelve (12) months of employment, a nurse will be eligible  
31 for paid education leave. The Medical Center will annually  
32 provide up to sixty (60) hours of paid educational leave to be  
33 compensated as time worked and includes travel time. A nurse  
34 granted educational time off on the nurse's regular scheduled

1 day of work shall be compensated for all hours of in-service  
2 education. If the education does not last all of the nurse's  
3 regularly scheduled shift, and they previously arranged to  
4 report to their home unit prior to or after the education for work  
5 assignment, the nurse shall be assigned work for the remainder  
6 of their shift and shall be compensated for all such hours. If the  
7 nurse did not previously arrange to report to work, the nurse  
8 may use PTO or unpaid time. Educational time on a nurse's  
9 regular day off shall be compensated at the nurse's regular rate  
10 of pay for all hours in the class. Education out of the Roseburg  
11 area will ordinarily require the nurse to be scheduled for the  
12 educational time for the entire day(s) of education, and the  
13 nurse need not report to work on such day to receive the  
14 nurse's regular scheduled compensation.

15  
16 A nurse may request to attend an in-service class on the  
17 nurse's regularly scheduled day off and request that registration  
18 and lodging fee be paid but may waive paid education time for  
19 a voluntary in-service/class.

20  
21 **B. Flexible Education Hours.** Nurses may utilize up to thirty (30)  
22 hours of the above allotted sixty (60) hours per year for  
23 voluntary education to be done in place of low census flex  
24 down time at the manager's discretion.

25  
26 **C. Mandatory Education.** A nurse scheduled for ACLS, PALS or  
27 TNCC or any other mandatory education that is scheduled to  
28 last a minimum of eight (8) hours or more will be compensated  
29 for hours equal to the nurse's regularly scheduled shift length,  
30 or the length of the class, whichever is greater.

1           **14.3.6 Procedure and Unit Guidelines.** Requests for educational days  
2 should be made no later than thirty-five (35) days prior to the  
3 posting of the schedule covering the period in which the days are  
4 sought. Flexible education hours shall not fall within the thirty-five  
5 (35) day advanced notice requirement. Requests made on shorter  
6 notice are at risk of not being approved. The Medical Center will  
7 respond as soon as possible, but no later than the posting of such  
8 schedule. If nurses are concerned about registration or refund  
9 deadlines, they shall make such concerns known, with supporting  
10 documentation, at the time of the request for educational days.  
11 Approval of educational day requests shall be subject to staffing  
12 needs on the date(s) requested and shall not be unreasonably  
13 denied. When the full number of educational day requests cannot  
14 be approved, preference will be given to the earliest received  
15 request(s).

16  
17           **14.3.7 Casual Part-Time Application.**

18                   **A. Voluntary Education.**

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

24  
25           **14.3.8 Educational Utilization Review.** The details of voluntary  
26 education requests, expenses and utilization by bargaining unit  
27 members shall be sent by the Medical Center to the PNPC and the  
28 Association annually. Each fiscal year during budget planning the  
29 PNPC shall make a needs assessment and a budget  
30 recommendation to the Medical Center for the next year's nurse  
31 education budget. A representative of the Staff Development  
32 Department shall be included in PNPC deliberations on these  
33 issues. The Association may also discuss their recommendations  
34 with the Medical Center at a Labor Management meeting.

1 **14.4 Tuition Reimbursement and Educational Loan Program.** The Medical  
2 Center shall afford nurses the opportunity to participate in the Tuition  
3 Reimbursement and Educational Loan Program. Should the Medical Center  
4 determine that the Tuition Reimbursement and Educational Loan Program  
5 should be revised, the Association shall be given thirty (30) days' advance  
6 written notice of the changes and the parties shall bargain over the proposed  
7 changes (either to agreement or impasse, after which such changes may be  
8 implemented) during the term of this Agreement, provided that bargaining be  
9 conducted in good faith within the appropriate time frame.

10  
11 **14.5 Educational Loan Forgiveness/Re-Payment.** Nurses who have obtained  
12 an Associate, Bachelors, or Master's degree are eligible for educational loan  
13 forgiveness. Nurses may receive up to five thousand (\$5,000) per calendar  
14 year with a maximum lifetime benefit of fifteen thousand dollars (\$15,000). A  
15 nurse who desires to apply should contact Human Resources for specific  
16 program details and instructions on how to apply.

1           **ARTICLE 15 – PROFESSIONAL NURSE PRACTICE COUNCIL (PNPC)**

2   **15.1 Recognition.** A Professional Nurse Practice Council shall be maintained at  
3   the Medical Center. Its objectives shall include:

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

9  
10       **B.** Identifying and designing solutions to hospital wide issues involving  
11       patient care.

12  
13       **C.** Considering issues related to the practice of nursing.

14  
15       **D.** Working to improve patient care and nursing practice.

16  
17       **E.** Recommending to the Medical Center ways and means to improve  
18       patient care.

19  
20       **F.** Collaborating with other hospital departments on patient care issues as  
21       needed.

22  
23       **G.** Resolving issues involving more than one Unit Based Council as needed.

24  
25   **15.2 Responsibility.** The Medical Center recognizes the responsibility of the  
26   Council to make written recommendations, based on evidence based  
27   practices, to the Chief Nursing Officer regarding (1) objective measures to  
28   improve patient care, (2) policy and standards for all nursing departments,  
29   and (3) to advise and assist the Medical Center regarding guidelines and  
30   priorities for expenditures from the professional development funds specified  
31   in Article 14.

32  
33   **15.3 Composition.** The Professional Nurse Practice Council composition,  
34   membership, elections of members and officers, shall be consistent with the

1 Medical Center PNPC by-laws and shall be composed of up to ten (10)  
2 registered nurses employed at the Medical Center and covered by this  
3 Agreement, and a majority of this council must be made of such nurses. The  
4 staff nurse Council Members shall be elected annually no later than  
5 December 1st and shall be elected by their peers and shall not be appointed  
6 by management. The Council shall annually elect a bargaining unit staff  
7 nurse from within the Council to serve as chairperson and a second nurse to  
8 serve as back up to the chair.

9  
10 **15.4 Decision Making.** Each member of the Council shall have one (1) vote. All  
11 requirements for a quorum are defined by the Medical Center PNPC by-laws,  
12 so long as at least a majority is made of staff nurses, or that only staff nurses  
13 are voting members and all other members are advisory in function. A  
14 quorum is required to set or change policy and to form special interest  
15 subcommittees. Each special interest subcommittee shall be given a starting  
16 and ending date. Decisions made by the Council shall be evidence based, if  
17 possible, with sources cited.

18  
19 **15.5 Council Meetings.** Council meeting frequency, time, and duration shall be  
20 defined by the Medical Center PNPC by-laws, however, the PNPC shall be  
21 entitled to meet at least monthly for up to four (4) hours each meeting. This is  
22 paid time and patient care relief must be provided by the Medical Center and  
23 nurses shall be placed on the unit schedule as designated meeting time for  
24 the length of the meeting. In the event that more than two (2) consecutive  
25 meetings of the PNPC are cancelled, the PNPC chairperson will be invited by  
26 the Employer and the Union to the LMC for discussion. The parties mutually  
27 expect that discussion will include reasons for the cancellations and a plan to  
28 increase future consistency on PNPC meetings. The Chairperson shall  
29 prepare an agenda in consultation with council members (including  
30 executive, HIPAA, personnel and confidential agenda items) and the  
31 secretary shall keep minutes of all meetings, copies of which shall be  
32 provided to the Chief Nursing Officer, the Medical Center Administrator, and  
33 the Association. Copies of the minutes and council members' names will be  
34 posted in each nursing unit. Non-voting Association, Medical Center, or staff

1 nurse observers may attend meetings, but may be excused by the  
2 chairperson or the Chief Nursing Officer, with the consent of the council. If  
3 the council does not consent, the Chairperson may table the agenda item or  
4 move to an executive session over the objection of the council if open  
5 discussion of the matter would violate HIPAA or would otherwise involve  
6 personnel or other legitimately confidential information.

7

8 **15.6 Agenda.** Appropriate agenda items may be submitted for consideration to  
9 the chairperson of the Council from members of the nursing staff, nursing  
10 administration and the Medical Center administration. Any items involving the  
11 interpretation of this professional Agreement, or terms and conditions of  
12 employment will be excluded from discussion by this Council unless a  
13 mutually agreed special project necessitates such discussion, as designated  
14 by the labor management committee, or by mutual agreement by The  
15 Medical Center and The Association.

16 **15.7 Council Liaison.** The chairperson of the Nurse Practice Professional  
17 Council may attend the Staffing Council meetings.

18

19 **15.8 Council Invitations.** The Chief Nursing Officer or designee may bring to  
20 Council meetings such other individuals, including department heads, whose  
21 participation may help to enhance the parties' dialogue and/or to further their  
22 collaborative alliance. An expert on specific topics may be invited by a  
23 Council member. They may be intradepartmental or from an external source  
24 including Association members or staff.

25

26 **15.9 Staffing.** The Medical Center further recognizes the responsibility of the  
27 Council to refer issues and make recommendations to the Hospital Staffing  
28 Committee when appropriate.

1 **ARTICLE 16 – NURSING CARE AND STAFFING**

2 **16.1 Legal Authority.** The Medical Center recognizes the legal and ethical  
3 obligations inherent in the nurse/patient relationship and the accountability  
4 and authority of the registered nurse in their individual practice. The  
5 Association additionally recognizes that the Medical Center is charged with  
6 the responsibility to provide appropriate care to all of its patients. Neither the  
7 Medical Center nor bargaining unit nurses may rely on this Article, or any  
8 other provision of this Agreement, as a basis to impose, disregard,  
9 circumvent or violate any lawful directive issued to a nurse by appropriate  
10 supervision.

11  
12 **16.2 Nursing Assessment.** Only the registered nurse coordinates a patient’s total  
13 nursing care needs, including assessment, diagnosis, planning, intervention  
14 and evaluation.

15  
16 **16.3 Assignment.** A registered nurse will not be required or directed to assign  
17 nursing activities to other personnel in a manner inconsistent with the Oregon  
18 Nurse Practice Act.

19  
20 **16.4 Staffing System.** The Medical Center shall continue to comply with any  
21 applicable Oregon nurse staffing laws, as well as any future changes or  
22 updates that may occur.

23 **16.4.1 Retaliation Prohibited.** The Medical Center strictly prohibits  
24 retaliation. Retaliation includes the discharge, suspension,  
25 demotion, harassment, denial of employment or promotion, layoff,  
26 or other adverse action taken against a nurse in terms or  
27 conditions of employment as a result of filing a complaint and/or  
28 engaging in protected action. Nurses are protected from retaliatory  
29 action for making any report in good faith to any public regulatory  
30 agency or to the Medical Center’s Human Resource’s Department.

1           **16.4.2 Staffing Ratios.** Innovative care models adopted by the Medical  
2           Center must be approved by the Staffing Committee by a majority  
3           vote of equal parts managers and bedside nurses. Charge nurses  
4           in units of greater than ten (10) beds shall not have a patient  
5           assignment except in certain circumstances described within the  
6           unit specific staffing plan and approved by the Staffing Committee.  
7           RN's shall not be staffed outside the approved staffing ratios in the  
8           unit specific staffing plan.

9  
10           **16.4.3 Staffing Committee Meetings.** Staffing Committee Meetings are  
11           open for all bargaining unit nurses to attend and observe. Either  
12           co-chair of the nurse staffing committee may invite other  
13           individuals to the staffing committee meetings as presenters.

14  
15           **16.5 Evaluation of Staffing Method.** Nurses are encouraged and expected to  
16           notify their Charge Nurse of staffing issues. The Charge Nurse, in turn, is  
17           obligated to notify the unit supervisor of the staffing issue if the Charge Nurse  
18           is not able to resolve the issue.

19  
20           The Medical Center will provide a binder for each unit at the nurses' stations.  
21           The binder will be maintained by a nurse staffing committee representative.  
22           The binder will include required notices of the hospital, the meeting minutes,  
23           the current members of the staffing committee, current staffing plans, any  
24           proposed staffing changes, appropriate methods of reporting staffing  
25           concerns, as well as documentation deemed appropriate by the Staffing  
26           Committee.

27  
28           Documentation of staffing deficiencies and requests are not discouraged.  
29           The Staffing Committee shall create a form for reporting RN staffing  
30           concerns within thirty (30) days after ratification of this agreement. A nurse  
31           who makes a report shall submit the form to both co-chairs of the staffing  
32           committee. The nurse manager co-chair shall copy to the CNO, or their  
33           designee, the staffing report. The Committee will review at each meeting any  
34           such reports received since their last meeting. The appropriate nursing

1 administrator or designee shall respond within one (1) month in writing to  
2 each nurse submitting such a written formalized report.

3  
4 **16.5.1 High Reports of Unsafe Staffing.**

5 Units who exhibit a high number of reports of unsafe staffing  
6 occurrences shall have notification given by the staffing council to  
7 the UBC to review the staffing plan and make recommendations to  
8 the staffing committee about root analysis of the staffing concerns  
9 and recommendations for adjustments to the staffing plan to  
10 address the frequent unsafe staffing issues. Written reports  
11 documenting five (5) or more incidents of unsafely staffed shifts in  
12 a thirty (30) day period shall constitute as a “high report” unit to  
13 trigger review  
14

15 **16.6 Staffing Committee.** The Medical Center shall maintain the structure, duties  
16 and role of the Staffing Committee in compliance with applicable nurse  
17 staffing laws. Should the Medical Center anticipate substantially changing the  
18 Staffing Committee, the Medical Center will give the Association a minimum  
19 of ten (10) days’ written notice of the anticipated changes, and bargain with  
20 the association over such changes (either to agreement or impasse, after  
21 which such changes may be implemented) during the term of this  
22 Agreement, provided that such bargaining be conducted in good faith within  
23 the appropriate time frame. Draft minutes shall be circulated for review to  
24 participants from this meeting for approval and then shall be printed and  
25 distributed by the Medical Center to bargaining unit nurses and  
26 administrators in a timely fashion, not to exceed ten (10) calendar days from  
27 the date of the approval of such minutes.  
28

29 **16.6.1 Annual Staffing Committee Training.** On an annual basis the  
30 Staffing Committee shall participate in training to ensure all  
31 members are educated on current staffing law/bills. The Oregon  
32 Nurses Association Professional Practice department will provide  
33 and document the training at no cost to the Medical Center. The

1 co-chairs of the Committee shall schedule training with the  
2 Association and Complete by June 1.

3  
4 **16.6.2 Bedside Unit Representative.** Time needed by the RN staffing  
5 committee representative to fulfill the duties of representing unit  
6 nurses in development of the unit staffing plan shall be taken into  
7 account when planning the flex down of the unit for low census.

8  
9 **16.7 Unit Based Council(s) (UBC).** Each nursing unit will develop and maintain a  
10 unit-based council. Each unit shall have the right to elect up to nine (9)  
11 bargaining unit staff nurses. The ratio of bargaining unit staff nurses to other  
12 employees on the council shall be approximately equivalent to the ratio of  
13 bargaining unit staff nurses to other employees in the unit and shall be  
14 assessed annually before voting may take place. Other employees shall not  
15 be eligible to vote on issues unique to nursing practice but may serve as  
16 advisory members only. All employees on the council shall be eligible to vote  
17 on all other issues. The nurse Council Members shall be elected annually as  
18 voted by the UBC. Elections and voting will be by secret ballot and ballots  
19 shall be counted by two UBC members to ensure authenticity of the vote.  
20 Nurses may self-nominate for the positions. Vacancies on the Council shall  
21 be first filled by the unit-based council from among the top vote recipients  
22 from the most recent election and may then be appointed by a majority vote  
23 by the UBC. The bargaining unit staff nurses of each UBC shall elect one  
24 bargaining unit staff nurse member to serve as its representative on the  
25 Professional Nurse Practice Council. The unit-based council will be  
26 responsible for communicating, monitoring, and troubleshooting compliance  
27 of decisions from the Professional Nurse Practice Council and to set policy  
28 for its particular nursing area. The UBC shall serve as the sole task force for  
29 unit based issues (in accordance with 16.7.3 of this article and except those  
30 matters handled by a higher authority such as Labor Management Council  
31 and PNPC, etc.), except when a UBC deems necessary, a standing or ad  
32 hoc bargaining unit staff nurse subcommittee needs to be established and  
33 given authority to deal with nursing practice issues when voted and  
34 appointed by the UBC to serve on any such subcommittee. The UBC may

1 appoint UBC members to serve on any such subcommittee. The Unit Based  
2 Council may be part of a core group to interview new employees, including  
3 supervisory (lead, coordinator, manager) employees for their unit, but the  
4 final decision rests with the Unit Director. All recommendations made by such  
5 committees must be in compliance with the current contract, with applicable  
6 legal requirements, and with Medical Center policy and procedure.

7  
8 **16.7.1 Chairperson Selection.** The council members shall, by  
9 consensus, select a non-supervisory bargaining unit member to  
10 serve as chairperson. It is expected that the chairperson shall  
11 serve as outlined by the MMC UBC by-laws.

12  
13 **16.7.2 Agenda and Minutes.** Council and subcommittee agendas shall  
14 be set by the Council Chairperson with input from the group  
15 participants (including executive, HIPAA, personnel and  
16 confidential agenda items). An open comment period will be  
17 posted each month in the nursing unit with an open and closing  
18 date for solicitation of comments and topics for discussion at the  
19 next UBC meeting. Meeting minutes shall be made available to all  
20 unit nurses by posting in the unit, the Professional Nurse Practice  
21 Council, the Chief Nursing Officer, and the Association. The  
22 members of the UBC shall also be posted in the unit.

23  
24 **16.7.3 Issue Resolution.** Decisions, recommendations and by-laws shall  
25 be set by PNPC, and require a majority vote of the UBC to  
26 recommend changes to PNPC, or as otherwise specified by this  
27 Agreement. Each member of the Council shall have one (1) vote. A  
28 quorum may be defined by the Medical Center UBC by-laws so  
29 long as a majority is made of staff nurses. Recommendations  
30 made by the Council shall be evidence based, if possible, with  
31 sources cited. Directives from regulatory agencies or  
32 administrative council may be discussed for implementation but  
33 are not open for decision making. Issues that cannot be  
34 satisfactorily resolved at the unit council level may be forwarded to

1 the appropriate Medical Center committee (e.g., staffing, safety,  
2 Professional Nurse Practice Council and/or the Association) for  
3 processing. All such referrals shall be reflected in the minutes. If  
4 forwarded to the Professional Nurse Practice Council and/or the  
5 Association, they will review all such issues of concern and  
6 determine if further action is warranted. An expert on specific  
7 topics may be invited to help the Council in its gathering of  
8 information. They may be intradepartmental or from an external  
9 source including Association members or staff.

10  
11 **16.7.4 Meeting Times.** Meeting times, frequency, and duration will be  
12 defined by the Medical Center’s UBC by-laws but shall be entitled  
13 to meet every thirty (30) days as needed, not to exceed two (2)  
14 hours. Ad hoc committees appointed by the UBC may meet for an  
15 additional two (2) hours per person every thirty (30) days as  
16 needed with manager approval. Participation in the UBC is paid  
17 time and patient care relief must be provided by the Medical  
18 Center and shall be placed on the schedule. Additional paid time  
19 for special projects may be approved as deemed necessary by the  
20 department director. Non-voting Association, Medical Center, or  
21 staff nurse observers may attend meetings, but may be excused  
22 by the chairperson or the department director, with the consent of  
23 the council. If the council does not so consent, the department  
24 director may table the agenda item or may move into executive  
25 session over the objection of the council if open discussion of the  
26 matter would violate HIPAA or would otherwise involve personnel  
27 or other legitimately confidential information.

28  
29 **16.7.5 Nurse Staffing Plans.** On an annual basis, each UBC will work  
30 collaboratively with their Hospital nurse staffing committee  
31 representative, unit director or designee to review the unit staffing  
32 plan and seek input from unit staff nurses. UBC’s will assist with  
33 the development, evaluation, and modification of the unit staffing  
34 plan. The UBC may request data relevant to the unit’s staffing

1 needs (e.g. qualifications and competencies of the nursing staff,  
2 admissions, discharges, transfers, intensity, total diagnoses for the  
3 unit, nationally recognized standards, and the Medical Center  
4 staffing forms, etc.). Any modification of the unit staffing plan is  
5 subject to a vote of the unit's staff nurses. Results of the vote will  
6 be provided to the Hospital Nurse Staffing Committee members as  
7 input for them to consider prior to final development and approval,  
8 in accordance with the staffing law.

**ARTICLE 17 – NO STRIKE, NO LOCKOUT**

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13  
14

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

1 **ARTICLE 18 – GENERAL PROVISIONS**

2 **18.1 Sale or Transfer.** In the event the Medical Center is sold, leased, or  
3 otherwise transferred to be operated by another person or firm, the Medical  
4 Center shall have an affirmative duty to call this Agreement to the attention of  
5 such firm or individual and, if such notice is so given, the Medical Center  
6 shall have no further obligation hereunder.

7  
8 **18.2 Superseding Document.** This Agreement constitutes the entire Agreement  
9 and understandings arrived at by the parties after negotiations and replaces  
10 all previous agreements, written or oral.

11  
12 **18.3 Bargaining During Agreement.** The parties acknowledge that during the  
13 negotiations which resulted in this Agreement, all had the unlimited right and  
14 opportunity to make demands and proposals with respect to any subject or  
15 matter not removed by law from the parties' consideration, and that all written  
16 agreements arrived at by the parties after the exercise of that right and  
17 opportunity are set forth in this Agreement. Therefore, the parties hereto, for  
18 the life of this Agreement, each voluntarily and unqualifiedly waives the right,  
19 and each agrees that the other shall not be obligated, to bargain collectively  
20 with respect to any subject or matter, excluding the parties' legal obligation to  
21 bargain the alteration of existing terms or working conditions of employment.  
22 The parties further agree, however, that this Agreement may be amended by  
23 the mutual consent of the parties in writing at any time during its term.

24  
25 **18.4 Past Practices.** Past customs or practices shall not be binding on the parties  
26 unless they are well established, or have been superseded by a new or  
27 revised personnel policy adopted by the Medical Center pursuant to Section  
28 5.2 (except that past practices or policies may not be changed through the  
29 adoption of a new personnel policy during good faith bargaining for a  
30 successor to this Agreement). For purposes of this paragraph, "well  
31 established" shall mean that the benefit or privilege is unequivocal and  
32 readily ascertainable as an established practice accepted by both the  
33 Association and the Medical Center over a reasonable period of time.

1 **18.5 Safety Committee.** The Association will appoint a nurse volunteer to the  
2 Medical Center’s Safety Committee, or any committee designed by the  
3 Medical Center as the successor to such Committee. The nurse’s time spent  
4 at Committee meetings will be compensated as time worked, and the nurse  
5 will be released from duty as necessary to attend such meetings.

6  
7 **18.6 Labor Management Committee.** A joint committee consisting of Medical  
8 Center management and Association negotiating team members, with  
9 optional appointees, shall routinely meet with the intent of proactively  
10 resolving contract and other workplace issues. It is the intent of the parties  
11 that these meetings shall be utilized to clarify contract interpretations,  
12 address workplace issues as they arise, and reach new supplemental  
13 agreements when necessary. The committee shall be co-chaired by a  
14 representative of the Medical Center and the Association, with a jointly  
15 adopted agenda by its members. It is the parties’ intent not to utilize this  
16 forum to discuss and address grievances.

17  
18 Minutes of the meeting shall be prepared and approved by the co-chairs or  
19 designees in a timely fashion. Minutes shall be distributed by the Medical  
20 Center to bargaining unit nurses. Bargaining unit members shall be  
21 compensated as hours worked for a minimum of two (2) hours, or for  
22 attendance at the meeting. The Medical Center will seek in good faith to  
23 allow nurses the necessary time off for participation in this committee.

24  
25 **18.7 Identification Badges.** The Medical Center shall replace identification badge  
26 at no cost to the nurse when the badge is lost due to catastrophic events  
27 beyond the nurse’s control. Nurses shall be allowed to wear ONA logos and  
28 buttons on their badges and uniforms, so long as such logos or buttons do  
29 not obscure the name, title, or photograph on the nurse’s badge.

30  
31 **18.8 Nursing Uniforms.** Designated units of the Family Birthplace, Surgical  
32 Services, and the Heart Center have designated uniforms. Such uniforms are  
33 provided by the Medical Center and shall be laundered by the Medical

1 Center. Nurses shall be paid for time spent changing into required uniforms  
2 as per state and federal laws.

3  
4 **18.9 Drug and Alcohol Policy.** The Medical Center shall adhere to its Drugs and  
5 Alcohol policy as it may be revised from time to time. This policy is and shall  
6 remain consistent with the following principles:

7  
8 **18.9.1** Recognition that drug and alcohol abuse and misuse is a treatable  
9 disease.

10  
11 **18.9.2** Testing may be conducted for job applicants, for reasonable  
12 suspicion for Medical Center employees and randomly either as  
13 part of a follow-up program for Medical Center employees found to  
14 have violated this policy, or by utilizing third party blind selection  
15 methodology.

16  
17 **18.9.3** Reasonable suspicion will be documented by at least two (2)  
18 Medical Center employees and shall include objective observable  
19 signs of impairment or possession, or involvement in a sentinel  
20 event or accident when there is reasonable suspicion that  
21 impairment or use of illegal drugs or alcohol contributed to the  
22 sentinel event or accident; provided that in the event discipline or  
23 discharge results from any testing arising from a determination of  
24 reasonable suspicion, the determination of reasonable suspicion  
25 shall not be subject to review in any grievance or arbitration under  
26 this Agreement concerning such discipline or discharge.

27  
28 **18.9.4** Testing shall be conducted in a private manner so as to assure  
29 confidentiality for the employee. Test results shall be kept in a  
30 secure location accessible on a need-to-know basis only by  
31 Medical Center employees.



**ARTICLE 19 – SEPARABILITY**

1

2 In the event that any provision of this Agreement shall at any time be declared  
3 invalid by any court or government agency of competent jurisdiction, such decision  
4 shall not invalidate the entire Agreement, it being the express intention of the parties  
5 hereto that all other provisions not declared invalid shall remain in full force and  
6 effect.

1                   **ARTICLE 20 – RETIREMENT TRANSITION PROGRAM, (RTP)**

2   **20.1** Any nurse covered under the existing labor agreement, who has reached age  
3   fifty-five (55), and who has a total of ten (10) years of nursing experience, at  
4   least seven (7) of which have been in the employ of the Hospital, may apply  
5   for employment as an RTP employee. Represented employees shall remain  
6   a part of the bargaining unit and must maintain their membership or other  
7   reimbursement arrangement with the Union, on the same basis as prior to  
8   participation in the RTP program. All provisions of the labor agreement will  
9   continue to apply to these employees, except as specifically stated below:

10  
11           **A. Appointment:** The employee shall submit written application to the  
12           director or manager for whom the nurse wishes to work no less than  
13           thirty (30) calendar days in advance, unless mutually agreeable by the  
14           nurse and their manager. A nurse shall not be accepted to this program  
15           if the nurse is on a final disciplinary notice, or a documented pattern of  
16           multiple verbal and/or written warnings within the last two (2) years. The  
17           Medical Center’s decision to accept a nurse to the program shall not be  
18           subject to the grievance process unless the decision was arbitrary or  
19           capricious; otherwise the nurse may appeal the decision to the Labor  
20           Management Committee for review.

21  
22           Following acceptance, the nurse and the manager shall specify any  
23           special schedules or other conditions that will apply. Such specifications  
24           must be mutually agreed and documented in writing with the signature of  
25           both the manager and the nurse. Such special conditions may be revised  
26           by mutual agreement of the parties. All such agreements must be copied  
27           to the Association by the Hospital no later than seven (7) calendar days  
28           from the effective date.

29  
30           **B. Requirements:** Nurses in RTP must maintain all appropriate licenses,  
31           meet Hospital mandatory education requirements, and work at least the  
32           minimum number of hours required to meet State requirements and to  
33           maintain annual clinical competency in the unit(s) to which they normally  
34           work. All nurses in this program will receive an annual evaluation by the

1 manager by whom they were appointed and/or for whom they usually  
2 work. An overall rating of “meets expectations” is required to continue in  
3 the program. A final written warning or a documented pattern of multiple  
4 verbal and/or written warnings within the last twelve (12) months may be  
5 grounds to discontinue eligibility for the program. The Medical Center’s  
6 decision to remove a nurse from the program shall not be subject to the  
7 grievance process unless the decision was arbitrary or capricious;  
8 otherwise the nurse may appeal the decision to the Labor Management  
9 Committee for review.

10  
11 The Medical Center’s decision to continue a nurse to the program shall  
12 not be subject to the grievance process unless the decision was arbitrary  
13 or capricious.

14  
15 **C. Hours of Work:** RTP nurses are not required to have a regular schedule  
16 but may do so by mutual agreement and are not required to meet Casual  
17 Part Time minimum requirements for scheduling. They may be  
18 requested to work any number of hours up to, but not exceeding, the  
19 regular shift hours in operation for their appointed department, and in no  
20 such case shall an RTP nurse fulfill hours that could otherwise be posted  
21 as an FTE/position. Examples of work may include coverage for  
22 meetings, meal relief or other short-term assignments, or coverage of a  
23 temporary absence. Payment shall be for all hours actually worked.

24  
25 **D. Training Costs:** The Hospital will pay for any meetings, classes or  
26 trainings which are required for RTP nurses. The Hospital will not pay for  
27 any additional, non-mandatory or specialized certification or training not  
28 routinely provided for other nurses.

29  
30 **E. Wages:** Nurses in this Program shall be paid at the grade and step the  
31 nurse held when they entered the program or wage as last employed by  
32 the Medical Center. Annual pay adjustments shall reflect changes in the  
33 pay plan implemented under the labor agreement, and RTP nurses shall  
34 be frozen in the step scale at the time in which they entered the program.

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

6  
7           **G.** Exceptions to the above stated requirements for appointment, and  
8           continuation of the program, may be presented to the Labor  
9           Management Committee, and an exception may be granted by mutual  
10          agreement between The Medical Center and The Association.

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**ARTICLE 21 – DURATION AND TERMINATION**

**20.1 Duration.** This Agreement shall be effective the first full payroll period following its ratification by the nurses, except as otherwise specifically provided for herein, up to and including April 1, 2027, and from year to year thereafter if no notice is served as hereinafter provided.

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

**OREGON NURSES ASSOCIATION**

**MERCY MEDICAL CENTER**

*Matthew Schenk*  
\_\_\_\_\_  
Mathew Schenk, Chair

*Thom Hauer*  
\_\_\_\_\_  
Thom Hauer  
Oregon Market Director, Human Resources

*Renee Sullivan*  
\_\_\_\_\_  
Renee Sullivan, Vice Chair

*Mark A. Anderson*  
\_\_\_\_\_  
Mark A. Anderson  
Director, Employment Practices & Labor Relations

*Nike A. Bentley*  
\_\_\_\_\_  
Nike Bentley, Secretary

*Natasha Peak*  
\_\_\_\_\_  
Natasha Peak, Grievance Chair

*Krissy Pineda*  
\_\_\_\_\_  
Krissy Pineda, Membership Chair

*Erika Futrell*  
\_\_\_\_\_  
Erika Futrell, Member At Large

*Farah Kuenzi*  
\_\_\_\_\_  
Farrah Kuenzi, Member At Large

*Bridget Lovelace*  
\_\_\_\_\_  
Bridget Lovelace, ONA Labor Representative

**APPENDIX A – WAGES**

	<b>Year 1</b>	<b>7/1/2025</b>	<b>7/1/2026</b>
	<b>26%</b>	<b>4.00%</b>	<b>4.00%</b>
<b>Start</b>	\$51.17	\$53.22	\$55.34
1	\$52.43	\$54.53	\$56.71
2	\$53.74	\$55.89	\$58.12
3	\$55.06	\$57.26	\$59.56
4	\$56.44	\$58.69	\$61.04
5	\$57.83	\$60.15	\$62.55
6	\$59.30	\$61.67	\$64.13
7	\$60.48	\$62.90	\$65.42
8	\$61.69	\$64.16	\$66.72
9	\$62.91	\$65.43	\$68.05
10	\$62.91	\$65.43	\$68.05
11	\$64.20	\$66.76	\$69.44
12	\$64.20	\$66.76	\$69.44
13	\$66.14	\$68.78	\$71.53
14	\$66.14	\$68.78	\$71.53
15	\$67.80	\$70.51	\$73.33
16	\$67.80	\$70.51	\$73.33
17	\$69.64	\$72.43	\$75.32
18	\$69.64	\$72.43	\$75.32
19	\$71.25	\$74.10	\$77.07
20	\$71.25	\$74.10	\$77.07
21	\$71.25	\$74.10	\$77.07
22	\$72.71	\$75.62	\$78.65
23	\$72.71	\$75.62	\$78.65
24	\$72.71	\$75.62	\$78.65
25	\$75.84	\$78.87	\$82.03
26	\$75.84	\$78.87	\$82.03
27	\$75.84	\$78.87	\$82.03
28	\$77.50	\$80.60	\$83.83
29	\$78.26	\$81.39	\$84.64

## APPENDIX B –SUPPLEMENTAL ASSISTANCE

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

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

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

Such nurses will have a review of skills needed for the assignment, review of common practice of that unit, and review of the modified unit specific orientation checklist which shall be reviewed annually by the Unit Based Councils and shall include the following: review of the physical layout of the unit, review of shift routine, and review of available resources at the beginning of the shift.

- 1 Supplemental assistance assignments will be structured to allow the nurse to assist
- 2 the team as needed, be flexible with assignments and provide support to all
- 3 members of the team with the understanding that this RN can be called back to their
- 4 home unit if required.

## APPENDIX C – HOSPICE

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

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

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

**3.** The Hospice nurse who is on-call for a weekend shall be granted a day off before and a day off after the weekend on-call.

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

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

**6.** Hospice nurses shall be eligible for weekend differential for all hours of call back worked or paid between the beginning of on-call coverage on Friday night and the end of on-call coverage on Monday morning.

**7.** Hospice nurses shall use their own private vehicles to make patient visits. Mileage shall be paid at the IRS designated rate. The Medical Center may, at its discretion, provide HH/Hospice nurses with Medical Center vehicles.

- 1 **8.** Travel time is considered work time for purposes of compensation and  
2 overtime. Travel time and mileage does not include time and mileage spent  
3 commuting to or from the Hospice office or the nurse's first or last home visit  
4 at the beginning or end of the workday, unless that time and miles exceeds  
5 the mileage driven commuting to and from home to office. For on call visits,  
6 nurses not required to commute to or from the HH/Hospice office will be  
7 compensated for travel time and mileage from their home.  
8
- 9 **9.** Time spent consulting on the telephone concerning a patient while on a  
10 scheduled shift or on-call shall be considered time worked for the purposes  
11 of compensation and overtime, provided that, for time spent consulting on the  
12 telephone while on-call, the two (2) hour minimum of Section 9.4.5 shall not  
13 apply.  
14
- 15 **10.** Hospice nurses shall each be provided with a tablet at no cost to the nurse.  
16 Nurses are expected to synchronize their tablets to the home system each  
17 morning, (with every reasonable effort to be no later than 9:00 a.m.), and  
18 evening of a workday. The parties acknowledge that synchronization involves  
19 no more than thirty (30) minutes of work, if a nurse is free to engage in  
20 personal activities while the tablet synchronizes. If synchronization takes  
21 place at home, the nurse will be paid for the time doing so, but a nurse taking  
22 more than thirty (30) minutes to do so shall obtain supervisor approval within  
23 twenty-four (24) hours. Nurses requiring more than thirty (30) minutes to  
24 synchronize from home more than once per week may be required to  
25 synchronize at the office.  
26
- 27 **11.** If a Hospice nurse has a good faith belief that their immediate safety may be  
28 in jeopardy, the nurse shall immediately contact their supervisor (or the  
29 house supervisor when the immediate supervisor is not available) and await  
30 further instructions, which may include having another employee join the  
31 nurse, discharge the patient, or any other actions deemed appropriate to  
32 provide a safe workplace for the Medical Center's nurses. If the nurse still  
33 has a good faith belief that their immediate safety may be in jeopardy, the  
34 nurse shall immediately contact the Administrator-on-call for further

1 instructions. The Medical Center shall apply this Section consistently with  
2 state law.

3

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

8

9 **13. Productivity Standard:** The Hospital agrees to take extenuating  
10 circumstances (e.g. vehicle accident or malfunction, travel delay due to  
11 construction or accident, etc.) into account if productivity standards are not  
12 being met.

## APPENDIX D: FAMILY BIRTHPLACE

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

1. All nurses that require call per their job description are required to work two (2) twelve and one half (12.5) hour call shifts in a schedule period.

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

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

4. **Unfilled Call Shifts.** When a nurse picks up unfilled call shifts above their normal call requirement, the nurse(s) shall be compensated an additional one hundred dollars (\$100) for each six (6) hour segment of additional call they pick up or two hundred and fifty dollars (\$250) for an additional call shift of twelve, or twelve- and one-half hours. CPT nurses will be eligible for unfilled call shift incentive pay once they have met CPT requirements for their tier.

5. **Holiday Pay.** Nurses scheduled to cover an on-call shift during a holiday (major or minor) shall be paid two times (2x) their regular rate of pay for all hours called in and worked.

### 6. **Scheduling of Call:**

A. Open call shifts will be placed into the electronic scheduling system. Starting at 0700 on the Monday prior to the start of the CPT bidding process, full-time and part-time staff will have the ability to select on-call shifts. CPT staff may start their selection of call shifts at the start of their regular bidding period in Article 8.8.

B. Call shifts shall be awarded to the first nurse to select the shift. If there are multiple nurses selecting the same shift, within the same time stamp, the senior RN will be awarded the shift.

- 1           **C.** Required shifts will be on the posted schedule the Tuesday it is released.  
2           If a staff member has not bid on their required call shifts, they will have  
3           forty-eight (48) hours after the posting of the schedule to select a shift,  
4           then it may be assigned by the scheduler and the nurse notified of their  
5           additional requirement by the manager.  
6
- 7           **D.** Any nurse may select any remaining shifts after the posting of the  
8           schedule.  
9
- 10          **E.** It is acceptable to select an extra regular shift in place of a call shift. Any  
11          regular shift above the CPT requirements is considered an extra regular  
12          shift.  
13
- 14          **F.** Nurses with vacations that are approved for two (2) full weeks on one  
15          schedule (four (4) shifts for PT nurses and six (6) shifts for FT nurses)  
16          will only have to pick up one (1) twelve and one half (12.5) hour call shift  
17          in place of the standard two (2) twelve and one half (12.5) hour call shift  
18          requirement.  
19
- 20          **G.** Management may reserve the right to release a nurse who is orienting  
21          from on call requirements during their orientation period.  
22
- 23   **7.** Once yearly, the core schedules in the Family Birthplace may be altered  
24   utilizing the following process: Schedules for the Family Birthplace will reflect an  
25   appropriate skill mix needed for safe care. Staff will have six (6) weeks (from  
26   August 1st until September 18th) to develop a schedule that meets the needs of  
27   the unit and the nurses. If by September 18th the nurses have been unable to  
28   develop such a schedule, then the nurse manager will develop a core schedule  
29   set. Schedules will be presented to each qualified nurse by seniority and the  
30   nurse will indicate their choice of schedule. Nurses will be notified of their new  
31   core schedules no later than November 1st. New schedules will take affect the  
32   first scheduling period in January.

1 Guidelines for core schedules will be determined by management and UBC.  
2 The guidelines will be reviewed yearly prior to the start of developing the new  
3 core schedules. The core schedules that are developed by the nursing staff  
4 must be approved by a ninety-two percent (92%) vote of the nurses on each  
5 shift.



- **Tier 2:** Work four (4) regular shifts every schedule that includes one (1) weekend on call shift every month and one (1) major holiday and one (1) minor holiday on call shift as described in Article 8.17.

One shift scheduled or worked at the request of another nurse will count toward those minimum requirements. Shifts that have been awarded but not worked as a result of low census or other situations as a result of the Medical Center, will be counted as worked days for purposes of this section. In periods of prolonged low census, when the Medical Center is unable to schedule a CPT nurse, the minimum hour requirements will be waived.

**4. Unfilled Call Shifts.** When a nurse picks up unfilled call shifts above their normal call requirement, the nurse(s) shall be compensated an additional one hundred dollars (\$100) for each six (6) hour of additional call they pick up or two hundred and fifty dollars (\$250) for an additional call shift of twelve, or twelve and one half hours. CPT nurses will be eligible for unfilled call shift incentive pay once they have met CPT requirements for their tier.

**5. Holiday.** Unit Nurses may vote to establish a rotational call coverage for holidays in place of Article 8.17 by a simple majority vote of regular nurses in the unit. The vote will be administered, overseen and approved by the UBC. All processes for holiday coverage will be explained to new nurses by the unit manager upon hire into the unit. Holidays for purposes of holiday call shall be: Thanksgiving, Christmas, New Years, Easter, Memorial Day, Independence Day and Labor Day. Holiday rotations shall rotate annually down the list of holidays. Holiday rotation will be assigned to a position. If there is a skill mix concern for holiday call rotation the Medical Center shall notify the Association no less than thirty (30) calendar days of the position being filled or no less than thirty (30) calendar days in advance of the holiday, and an LMC meeting shall be called as soon as possible to work out a holiday call solution. If the rotation change is urgent or unexpected, after all reasonable attempts have been made, the Medical Center may put in place a temporary solution until LMC is able to meet and discuss. Units who choose to cover their holiday call utilizing Article 8.17 shall have requests for the day

1 off awarded as able by the scheduler to maintain minimum needed call  
2 coverage for the unit for the holiday. Nurses not requesting a vacation day for  
3 the holiday may be flexed down to an on-call or off status in accordance with  
4 Article 12.4.

5 **A. PTO on Holidays.** Nurses may choose to take PTO for holidays when  
6 their unit is closed or may take the day without pay.

7  
8 **B. Time Actually Worked On-Call.** Nurses scheduled to cover an on-  
9 call shift during a holiday (major or minor) shall be paid two times (2x)  
10 their regular rate of pay for all hours called in and worked.

11  
12 **C. Holiday Pay.** Nurses shall continue to receive holiday pay for any  
13 holidays for which the units are open and not running call coverage.

14  
15 **6. Vacations.** Nurses requesting vacation overlapping their scheduled call  
16 shifts will be required to find their own weekend and/or holiday call coverage  
17 in order to be approved for vacation time. Nurses who have applied for  
18 vacation time and had it approved shall not be scheduled on the night before  
19 and after their approved vacation time unless agreed upon by the nurse and  
20 documented in the electronic scheduling system.

21  
22 **7. Professional Journals.** The Medical Center will pay up to three (3)  
23 subscriptions to professional journals (e.g. AORN, ASPAN, SGNA) to be  
24 available in the break rooms so staff may read updated information.

## 25 **Operating Room**

26  
27  
28 **1. Weekday scheduling:** The Medical Center shall schedule nurses hired into  
29 the operating room to be on call for five (5) weeknights to cover night call  
30 (starting at 1630 Sunday and ending at 0700 Friday) on a rotational basis.  
31 Such nurses shall not be scheduled to work any other hours, except those  
32 posted and selected by the nurse through the electronic scheduling system.  
33 Any hours worked outside of night shift call coverage shall be paid to the  
34 nurse at time and one half their regular rate of pay. Nurses shall be

1 compensated for forty (40) hours of regular time, for hours worked during  
2 night call coverage and time spent on call.

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

5  
6 B. In the event that a Holiday falls during a week of night call, such nurse  
7 shall be paid time and one half at the nurse's regular rate of pay for  
8 eight (8) hours of the scheduled weekly night call.

9  
10 C. Nurses shall be scheduled after hours weeknight call on a fair and  
11 equitable rotating basis.

12  
13 **2. Operating Room Weekend call.**

14 A. Weekend call shall be divided into four (4) twelve and one half (12.5)  
15 hour shifts, days and nights weekend call. Nurses will not be required  
16 to sign up for consecutive twelve and one half (12.5) hour call shifts,  
17 however they may elect to do so on a voluntary basis. Nurses working  
18 that weekend get on call pay, call back pay and any additional shift  
19 premiums for hours worked during weekend call.

20  
21 B. Weekend call shall commence at 1630 on Friday and end at 1700 on  
22 Sunday after which time weeknight call will begin. Nurses are  
23 scheduled on call in twelve and one half (12.5) hour increments for the  
24 weekend hours at 1630-0500 and 0430-1700. Nurses on call for the  
25 coming weekend shall be offered first release on Friday in the  
26 following order:

- 27 1. Nurses scheduled on call for Friday night,  
28 2. Nurses scheduled Saturday day shift,  
29 3. Nurses scheduled Sunday day shift,  
30 4. Nurses scheduled any scheduled hours on call for the weekend.

31  
32 Further flex down will follow Article 12.4.

33 C. Nurses holding a Registered Nurse First Assist (RNFA) position will  
34 be assigned to the weekend call day shifts. In the event of an unfilled

1 weekend day or night shift, the scheduled RNFA will cover the unfilled  
2 weekend night or day RN circulator or RN scrub role, as appropriate.  
3

4 **D.** Nurses shall not be scheduled to take weekend call immediately  
5 before or immediately following their weeknight call, unless the nurse  
6 volunteers and the agreement is documented in writing.  
7

8 **3. RNFA's.** Certified Registered Nurse First Assists (RNFA's) will be paid an  
9 additional fifteen percent (15%) of their wage for RNFA work.  
10

### 11 **OUTPATIENT SURGERY (DAY SURGERY).**

12

13 **1. One Year Competency Requirement.** Within one (1) year of hire into the  
14 Outpatient Surgery department, benefited nurses will be fully trained,  
15 checked off as competent, in their department of hire, including taking the  
16 required call obligation and eligible for call. CPT staff will be trained and  
17 eligible to take call in either PACU or Outpatient Surgery. If a lack of training  
18 in the department is the primary reason the nurse is unable to be checked off  
19 as competent to take call, this time requirement may be extended by the  
20 nurse educator and/or manager.  
21

22 **2. Scheduling of Call Shifts.** All Call shifts shall be scheduled for twelve and  
23 one half (12.5) hour shifts for weekends. (Friday, Saturday, and Sunday night  
24 1730 to 0600 and Saturday, Sunday day 0530 to 1800). Weeknight call shifts  
25 will consist of twelve (12) hour shifts Monday to Thursday night from 1800-  
26 0600. Nurses shall not be scheduled weeknight call before or after their  
27 weekend call unless they volunteer to do so. If low census necessitates flex  
28 down of the unit prior to 1800 staff flexed down will be responsible for  
29 maintaining unit coverage until the night call coverage starts, unless the on-  
30 call nurse scheduled to start at 1800 agrees to start their call shift early. All  
31 on-call cases for endoscopy shall consist of both an on-call sedation RN and  
32 an on-call Doctor assist RN.

1       **3. Weekday Call Shifts.** Two weeks prior to the posting deadline of shifts in the  
2       electronic scheduling system, the nurses in the unit will provide the manager,  
3       or the manager’s designee, their preference for weeknight call. Call groups  
4       shall rotate signing up for their weeknight call requirement preference,  
5       (example: group one has first preference on the current scheduling period,  
6       followed by group two, three, and then four. On the next scheduling period  
7       group, one will rotate to the bottom and preference shall be given first to  
8       group two, three, four and then one.) The manager, or designee, will then  
9       schedule the nurses for their weeknight call, taking into account skill mix,  
10      competencies as well as preference indicated by the nurse. Unless a nurse  
11      has approved PTO use, all nurses within the unit will be scheduled to cover  
12      two (2) weeknight on-call shifts in each four (4) week scheduling period. If a  
13      nurse has approved PTO use, stipulations surrounding scheduling of call  
14      around such usage will remain in effect. If a nurse has approved PTO to  
15      cover one (1) week of their FTE, that nurse will only be required to cover one  
16      (1) shift during the four (4) week period. If the nurse has approved PTO to  
17      cover two (2) weeks of their FTE, there will not be a requirement for the  
18      nurse to cover weeknight call that schedule.

19

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

24

25      **5. Low Census.** In the event of low census hours, the nurse manager or  
26      designee in charge of the department will assign hours off, or on call, in the  
27      following order regardless of the core scheduled hours of the nurse:

28           A. Nurses who have scheduled call cases after 1800 and are scheduled  
29           on call for that evening.

30

31           B. Nurses who were on call the previous evening/night shift AND worked  
32           at least four (4) call hours, or any quantity of call hours after 2000  
33           during the previous night call shift.

- 1 C. Nurses scheduled to work on call that evening at 1800
- 2
- 3 D. "Agency" traveler and temporary nurses
- 4
- 5 E. Nurses working at premium rate of pay
- 6
- 7 F. Volunteers by rotational basis
- 8
- 9 G. CPT staff working that day in excess of regularly scheduled shifts
- 10
- 11 H. By low census percentage calculation
- 12

13 **6. Rest period coverage.** Nurses who work greater than twelve (12) hours in a  
14 twenty-four (24) hour period due to working a call shift following a scheduled  
15 shift, or a nurse who works any call hours between the hours of 2330 and  
16 0500, and completes their call shift, will be offered a rest period of up to ten  
17 (10) hours, following the completion of their call shift. If taking the rest break  
18 results in the nurse missing a scheduled shift following the call shift, the  
19 nurse will be compensated for all hours of pay lost due to call coverage at  
20 their normal rate of pay. Nurses may voluntarily waive the period of time  
21 designated for the rest period but shall be compensated with call back pay  
22 for the scheduled hours worked the following day.

## POST ANESTHESIA CARE UNIT (PACU)

1  
2  
3 **1. Night shift on call hours.** The Medical Center shall schedule one nurse  
4 each night to be on night call from 2000-0800. Each nurse will be scheduled  
5 night call every third week on a rotational basis. Recoveries utilizing one  
6 nurse after hours shall occur in the ICU, or shall utilize two (2) PACU trained  
7 nurses in PACU. Every other nurse's rotation will cover the weekend night  
8 shifts.

- 9 • Full-time nurses will be scheduled to cover four (4) nights each week  
10 of night call and shall be compensated for thirty-six (36) hours.
- 11 • Part-time nurses will be scheduled to cover three (3) nights each week  
12 of night call and shall be compensated at twenty-four (24) hours.

13  
14 Nurses shall not be scheduled to work any hours, other than those requested  
15 and approved through the electronic scheduling system. Nurses shall be  
16 scheduled after hours night call on a fair and equitable rotating basis.

17  
18 Such Nurses shall not be scheduled any hours other than those requested  
19 and approved through the electronic scheduling system. Any hours worked  
20 outside of night shift call coverage shall be paid to the nurse at time and one  
21 half their regular rate of pay. Nurses shall receive time and one half (1.5x)  
22 time pay if a nurse works greater than the designated hours that corresponds  
23 to their FTE status during night call coverage. Nurses shall be scheduled  
24 after hours night call on a fair and equitable rotating basis.

25  
26 **2. Day Shift Weekend Call.** Dayshift weekend call consists of two (2) nurses  
27 scheduled Saturday and Sunday two (2) twelve- hour shifts from 0800-2030  
28 on a rotational basis. Nurses working weekend day call will be compensated  
29 with on call pay, callback, and any additional shift premiums for hours worked  
30 during weekend day call. Full time nurses shall be scheduled day call every  
31 four (4) weeks and part-time nurses shall be scheduled day call every six (6)  
32 weeks.



1       **4. Waiving of Core Schedules.** The benefitted Heart Center nurses who may  
2       desire to waive a “core” scheduling pattern may do so. This excludes those  
3       FT nurses in the department holding an 8-hour position. This will be  
4       requested by the nurse and mutually agreed upon between the nurse and the  
5       manager in writing with an agreed upon shift length, start and stop time, but  
6       without the associated days of the week. After such an agreement is signed  
7       the provisions of Article 8.6 will no longer apply to that nurse. All new  
8       positions posted to the department will be posted with a complete core  
9       schedule as per Article 12.2 until the nurse hired into the position requests to  
10      waive their core schedule, changes made to shift length, and start and stop  
11      times will continue to be posted and filled per Article 12.2.1 for interested  
12      nurses within the bargaining unit to apply for. Nurses who request a waiver of  
13      a core schedule will be placed into the schedule, following those nurses  
14      without an agreement for an altered core schedule, prior to the posting of  
15      CPT nurses.

16  
17      **5. Work Schedules.** Final work schedules shall continue to be posted at least  
18      fourteen (14) calendar days in advance of the applicable four (4) week cycle.  
19      Scheduling of shifts will begin in the two (2) week period before the posting of  
20      the final work schedule. Nurses shall be placed on the work schedule,  
21      including call shifts if applicable in the following order: (1) regularly scheduled  
22      full-time and part-time nurses with a core schedule will be placed onto the  
23      schedule; (2) Full time and part-time nurses with an agreed upon waiver of  
24      their core schedule will be scheduled to their FTE and placed onto the  
25      schedule; (3) Casual part time nurses within the applicable nursing unit who  
26      may have consented to coverage for a pre-approved vacation, holiday or  
27      leave of absence; (4) CPT nurses requesting open shifts per Article 8.8; and  
28      (5) any open shifts after the schedule posts shall continue to be filled through  
29      the electronic scheduling system and awarded per Article 8.8.

1       **6. Rest period coverage.** Nurses who work greater than twelve (12) hours in a  
2       twenty-four (24) hour period due to working a call shift following a scheduled  
3       shift, or a nurse who works any call hours between the hours of 2330 and  
4       0500, and completes their call shift, will be offered a rest period of up to ten  
5       (10) hours, following the completion of their call shift. If taking the rest break  
6       results in the nurse missing a scheduled shift, following the call shift, the  
7       nurse will be compensated all hours of pay lost due to call coverage at their  
8       normal rate of pay. Nurses may voluntarily waive the period of time  
9       designated for the rest period, but shall be compensated with call back pay  
10      for the scheduled hours worked the following day.

1                                   **LETTER OF AGREEMENT - PAID TIME OFF DONATION**

2

3 This Letter of Agreement is entered into for the purpose of establishing the  
4 procedure for a paid time off (PTO) program for the benefit of Association  
5 Bargaining Team Members, as designated by the Association, during negotiations  
6 of a successor Collective Bargaining Agreement. Notwithstanding any other  
7 contract provisions or policy to the contrary, the parties hereby agree as follows:  
8

9 **1. Recurring PTO Donations.** Bargaining unit nurses may commit to donating  
10 hours of PTO each pay period to the ONA PTO fund.

11

12       **A.** Bargaining unit nurses, who wish to commit to making a donation of PTO  
13 each pay period may do so no later than the fourth week following  
14 ratification of the agreement expiring on April 1st, 2027, by completing a  
15 donation form developed by the Association and submitting it to the Human  
16 Resource Department. The form must specify the number of hours the  
17 nurse wishes to donate each pay period.

18

19       **B.** Donations must be in one-quarter (1/4) hour increments.

20

21       **C.** After the Human Resources Department receives the donation form, the  
22 Medical Center will begin withdrawing PTO from the nurse’s accrued PTO  
23 bank each pay period and will maintain the monetary value of the PTO in  
24 the PTO fund.

25

26 **2. Non-Recurring Voluntary Donation.** Any bargaining unit nurse may make  
27 voluntary donations of PTO to the ONA PTO fund.

28

29       **A.** Any nurse who wishes to make such voluntarily donation of PTO may do so  
30 any time during negotiation of the successor Collective Bargaining  
31 Agreement by completing a voluntary donation form developed by the  
32 Association and submitting it to the Human Resource Department. The form  
33 must specify the number of hours the nurse wishes to donate.

- 1        **B.** Donations Must be in one (1) hour increments
- 2        **C.** After the Human Resource Department receives the donation form, the
- 3                Medical Center will withdraw PTO from the nurse’s accrued PTO bank and
- 4                will maintain the monetary value of the donated PTO in the ONA PTO fund.

5

6        **3. Transfer of Donated PTO hours.** When the ONA indicates, during the course

7        of contract negotiations, that it wishes to have the ONA PTO transferred to

8        members of its bargaining team, it must provide written notice to the Medical

9        Center’s Human Resources Department. Requests may be made by the

10       Association at any time during contract negotiations but may not be made more

11       frequently than once per calendar month.

12

13       **A.** After receiving a written request for a transfer of PTO hours from the

14               Association, the Medical Center will provide the Association with a list of 1.)

15               The names of the bargaining unit members who have donated PTO, 2.) The

16               total number of hours donated, 3.) The monetary value of total donated

17               hours, and 4.) The monetary value of the remaining donated PTO (if

18               previous transfers have been made).

19

20       **B.** The Association shall, in turn, provide the Medical Center with a written

21               statement indicating how the Donated PTO hours are to be distributed.

22

23       **C.** PTO shall be converted from the ONA PTO fund to equal the monetary

24               amount of the recipient’s base rate of pay at the time of the request.

25

26       **D.** The Medical Center will make a distribution as soon as reasonably feasible,

27               but no later than twenty-one (21) calendar days following receipt of the

28               statement from the Association. Distribution to Association Bargaining Team

29               Members will be in full hour increments of PTO. Distributions may only be

30               made to Association Bargaining Team Members in active status.

31

32       **E.** The Medical Center shall assume no liability for the allocation of donated

33               PTO hours other than those outlined herein.

1  
2  
3  
4  
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6  
7  
8

**MEMORANDUM OF UNDERSTANDING**  
**OREGON NURSES ASSOCIATION**  
**AND**  
**MERCY MEDICAL CENTER**

The Medical Center and the Association agree that Erika Futrell shall be moved from her current step on the wage scale, step six (6), to step seven (7) effective two full pay periods post ratification.

**CONTRACT RECEIPT FORM**

(Please fill out neatly and completely.)

Return to Oregon Nurses Association,  
18765 SW Boones Ferry Road Ste 200, Tualatin OR 97062-8498  
or by Fax 503-293-0013.

Thank you.

Your Name: \_\_\_\_\_

I certify that I have received a copy of the ONA Collective Bargaining Agreement with Mercy Medical Center effective November 28, 2024 through April 1, 2027.

Signature: \_\_\_\_\_

Today's  
Date: \_\_\_\_\_

Mailing  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Unit: \_\_\_\_\_ Shift: \_\_\_\_\_