

MEMORANDUM OF UNDERSTANDING
Case Managers

The parties to this Memorandum of Understanding (“MOU”) are Tuality Healthcare d/b/a Hillsboro Medical Center (“HMC” or “Employer”) and the Oregon Nurses Association (“ONA” or “Association”).

As a result of a National Labor Relations Board representation election, Case 19-RC-372402, the Association was certified as the exclusive bargaining representative of the following nurses, to be included in the existing bargaining unit of registered nurses:

All full-time, regular part-time, on call, and per diem Registered Nurses who are Case Managers in the Care Management Department employed by the employer at its facility located at 335 SE 8th Ave, Hillsboro, Oregon; but excluding all other employees, non-professional employees, employees at other locations, physicians, managers, and guards and supervisors as defined by the Act.

These nurses are referred to herein as the “Case Managers.”

The parties have engaged in good faith collective bargaining over the Case Managers’ terms and conditions of work and now desire to enter into this MOU to integrate the Case Managers into the registered nurse bargaining unit, apply the parties’ current 2023-2026 Collective Bargaining Agreement (the “CBA”) to the Case Managers as modified herein, and provide for certain additional agreements between the parties that apply to the Case Managers, all as specifically set forth and modified in this MOU. Therefore, the parties agree as follows:

1. Except as expressly provided in this MOU, all articles, appendices and other provisions of the parties’ CBA apply to the Case Managers effective the second full pay period following execution of this MOU.
2. All agreed amendments to the CBA are indicated in this MOU using ~~striketrough~~ notation to indicate removal of language and **bold underline** notation to indicate addition of language.
3. Article 1, Section A of the CBA is amended as follows:
 - A. Hospital recognizes Association as the collective bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for a bargaining unit composed of (1) all Registered Nurses employed by Hospital as staff nurses in the following Hospital units: Medical/Surgical, 4 West Unit, Women’s and Children’s Center, Intensive Care Unit (“ICU”), Progressive Care Unit (“PCU”), Post-Anesthesia Care Unit (“PACU”), Operating Room (“OR”), Day Surgery,

Emergency Department, Observation Unit, Endoscopy, Outpatient Surgery, Cath Lab, Geriatric Psychiatry, and Float Pool, and **Case Managers in the Care Management Department**, and (2) all full-time, regular part-time and per diem Registered Nurses working in the Infusion Clinic at 364 SE 8th Ave., Suites 108B and 105, Hillsboro, Oregon, excluding administrative and supervisory personnel and all other employees. If the Hospital moves positions described herein to the 7th Avenue Medical Building, such positions will remain in the bargaining unit.

4. Case Managers employed in that capacity when this MOU is executed will not serve an introductory period under Article 1, Section C(6) of the CBA.

5. Article 1, Section C(10) of the CBA is amended as follows:

10. **Float Pool Nurse** - A nurse pre-assigned or assigned on a shift-by-shift basis who is competent in at least two (2) **clinical** hospital units. Float Pool Nurses will only be pre-assigned for a shift if the shift has already been offered to Regular Nurses and per diems who would not be working the shift at overtime or premium pay, and remains unfilled. Float Pool nurses shall be paid for staff meetings in their two (2) primary units.

6. Article 4, Section D of the CBA is amended as follows:

C. Hospital will grant request(s) for prescheduled time off to a minimum of two (2) nurses per shift in the following units:

- Emergency Department
- Women's and Children's Center
- Critical Care
- Medical Surgical
- Endoscopy
- Float Pool
- PACU/Day Surgery

The Hospital will grant request(s) for prescheduled time off to a minimum of one (1) nurse per shift in the following units:

- Cath Lab
- Operating Room
- Outpatient Surgery
- Geriatric Psychiatry
- 4 West Unit
- Observation Unit
- **Care Management Department**

The Hospital will make good faith, reasonable efforts to grant time off to additional nurses, if the Hospital determines that patient and staffing needs can be met.

7. Article 5, Section C shall not apply to the Case Managers.

8. The Parties agree to a Case Manager Scheduling Working Group, who shall collaborate in good faith, as follows:

Care Management Department Leaders and Case Managers have a common interest in promoting scheduling consistency while meeting the operational and staffing needs of the Department. There is a common interest in using pattern scheduling as efficiently and consistently as possible as part of the Department's scheduling practices. To address these interests collaboratively, a Case Manager Scheduling Working Group will be formed as set forth below.

The working group will consist of up to four (4) Case Managers and up to two (2) Hospital representatives, including Care Management Department leadership. The working group shall be limited to an advisory rather than a decision-making capacity. The working group will meet within thirty (30) days of the execution of this MOU, on a date and time to be mutually agreed among the members. The working group will meet as it deems necessary for up to ninety (90) days. Working group meeting time will be paid. The goals of the working group are to produce consensus recommendations for Case Manager scheduling consistency guidelines and for an initial template schedule to be trialed by the Department. The Case Manager and Hospital working group members may each invite one (1) Hospital employee from outside the Care Management Department with subject matter knowledge to participate in working group meetings as a guest.

To meet these goals, the working group will discuss the scheduling interests of both Case Managers and Department leadership on the following subjects:

- Weekday and weekend staffing requirements established by the Department. Department and shift staffing levels are not subject to working group recommendation.
- Weekend and holiday scheduling to meet Department needs and consistent with the Collective Bargaining Agreement.
- Use of pattern schedules, and pattern formats and rotations.
- Schedule consistency and practices to improve consistency.
- Schedule revisions.
- Department processes for ongoing review and consultation concerning Case Manager scheduling.
- Other interests related to scheduling practices.

The working group's consensus recommendations for Case Manager scheduling consistency guidelines and an initial template schedule will be presented to Care Management Department leadership after the working group period. Following approval, the recommendations will be implemented in a trial period, as determined by the working group. Within thirty (30) days of the end of the trial period, the working group will reconvene to review the guidelines and initial template schedule and present any final consensus recommendations to Department leadership for approval. Department scheduling, including preparing, implementing and modifying Case Manager work schedules will at all times remain the responsibility of Department leadership, consistent with the Collective Bargaining Agreement.

9. Article 5, Section M of the CBA is amended as follows:

M. For purposes of floating assignments under this section, nurses will be considered to be part of clinical "units" or "clusters" as follows:

- Medical/Surgical units, 4-West, and Observation Unit
- ICU/Critical Care and PCU
- Women's and Children's Center (including Labor and Delivery, Postpartum, NICU, and Pediatrics)
- Surgical Services, consisting of OR, PACU, Day Surgery, Outpatient Surgery (TOPS), Endoscopy, Diagnostic Imaging, and Cath Lab (nurses may be floated out of Cath Lab but other nurses would not be floated into Cath Lab except voluntarily).
- Emergency Department
- Geriatric Psychiatry
- **Care Management Department (Case Managers may be scheduled and assigned by the Hospital to perform Case**

**Manager work in any Hospital unit, department or location,
which shall not be considered floating)**

Nurses may be floated by the Hospital to work areas within a nurse's unit or cluster as defined above to provide direct patient care or other duties as assigned, in accordance with this section.

Nurses may be floated to work areas outside of a nurse's unit or cluster as defined above on a voluntary basis. When a voluntary floating assignment is made outside of a nurse's defined unit or cluster, the nurse will be assigned duties in accordance with this section. If, however, the Hospital is unable to meet a floating need through assignment within a unit or cluster or through volunteers, the Hospital may provide alternate nursing resources to meet the patient care need, including through assignment of relief charge nurses or nursing leaders. Float Pool nurses may be assigned to provide direct patient care or support duties in any area of the Hospital, in accordance with this section.

- i. Competency/Qualification. Nurses shall receive patient assignments commensurate with their skills and competencies. A nurse will not be required to float to a patient assignment that requires specialty competence for which the nurse is not qualified. If a nurse feels that they are not qualified for a specific assignment, the nurse should indicate the reasons why and give them at the time of the request to the appropriate charge nurse or appropriate supervisor/manager or designee for the record.

- ii. Orientation. Nurses shall be floated only to work environments for which they have been oriented. For purposes of this section, "oriented" means that the nurse has received basic information needed to work on the unit, such as unit layout, location of supplies, and essential work protocols. A nurse may be oriented on a unit

during the same shift that the nurse is assigned to work, as long as such orientation begins before the nurse assumes any patient care duties. Each unit will develop its own written float guidelines with staff nurse input. Such guidelines will be available for viewing on each unit. Such guidelines will include sufficient information to orient the nurse on the unit.

10 Case Managers employed in that capacity when this MOU is executed will have seniority under Article 15, Section A(1)-(2) of the CBA based on the nurses' most recent date of hire as a registered nurse at HMC.

11. Case Managers will be placed at the step and base hourly rate of pay on the CBA Appendix A, Section A3 table of base wage rates in accordance with Appendix A, Section L of the CBA. If such placement would result in a decrease in a Case Manager's base hourly rate of pay, the Case Manager's current base hourly rate of pay will be maintained until such time as the base hourly rate of pay on the table provides a greater base hourly rate of pay. Placement at or maintaining a base hourly rate of pay that is higher than the rate of pay that would be applied based on review of a nurse's experience under Appendix A, Section L of the CBA will not require adjusting the pay of any other bargaining unit nurse. For purposes of Appendix A, Section L of the CBA and advancement to the next wage step, Case Managers' anniversary dates will be set at the date they are placed on the Appendix A, Section A3 table of base wage rates.

12. The following certifications will be added to the table in Appendix A, Section P(3) of the CBA:

Unit	Certifying Body	Certifications
Care Management	Commission for Case Manager Certification (CCMC)	Certified Case Manager (CCM)
	American Case Management Association (ACMA)	Accredited Case Manager (ACM)

13. The parties have each had a full and fair opportunity to bargain collectively over any and all terms and conditions of work applicable to the Case Managers and the complete results of that negotiation are set forth in this MOU and in the 2023-2026 CBA, as expressly modified by this MOU. The parties, therefore, each waive the right to bargain over any term or condition of work that is discussed in or covered by this MOU or the 2023-2026 CBA, as expressly modified by this MOU, for the term of the 2023-2026 CBA.

This MOU will become effective the first day of the second full pay period following the full execution of this MOU by both parties.

TUALITY HEALTHCARE

OREGON NURSES ASSOCIATION

Donna Toland
Chief Nursing Officer

Date: _____

Maggie Greene
Labor Representative

Date: _____