

This proposal is presented as a Package and each of the terms are interlocking provisions of the total proposal. ONA reserves the right to add to, edit, delete or modify any of the terms within this package at any time during negotiations or make new proposals or packages of proposals.

Article and MOU numbering and titles may be adjusted upon mutual finalization of Agreement.

ARTICLE 6 – EMPLOYMENT STATUS

A. Hospital has the right to hire, promote, and transfer nurses, except as expressly limited by this Agreement.

B. Regular Employee Status. A nurse employed by Hospital will not become a regular employee until the nurse has completed the introductory period.

C. Notice of Resignation. All regular nurses shall give Hospital at least two (2) weeks' notice of intended resignation **when possible.**

D. Notice of Termination Pay upon Notice of Resignation. Hospital shall give regular nurses two (2) weeks' notice of the termination of their employment, or if less notice is given, then the number of working days within the period for which notice has not been given will be paid to the nurse at the nurse's regular rate of pay. The hours to be paid under this provision will be calculated based on the average number of regular hours paid per week during the preceding six (6) months, less the number of shifts of notice given; provided, however, that no such advance notice or pay in lieu thereof will be required of nurses who are discharged for just cause.

E. Termination without Cause. A regular nurse who feels they have been suspended, disciplined, or discharged (including for violations of the Drug-Free Workplace policy) without proper just cause may present a grievance for consideration under the grievance procedure.

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F. Exit Interview. An in-person exit interview with a human resources representative will be ~~made available~~ **offered** to each nurse at the termination of employment. **A nurse may request and the Hospital will not unreasonably deny the presence of a union representative, provided that the exit interview will not be unreasonably delayed. will be allowed.** ~~The results shall be emailed to the Association's labor representative within two (2) weeks of the exit interview.~~

G. Investigative Interviews - Nurses have the right to request ~~an~~ **at least two (2)** Association representatives ~~s~~ at an investigatory interview which the employee reasonably believes might result in discipline and supervisors will inform employees of this right prior to the interview. Hospital will inform the nurse of the investigatory interview and its general subject matter (e.g., documentation, patient care, treatment of co-workers) at least forty-eight (48) hours in advance of the interview unless (1) there is reason to believe that the notice period would result in the compromising of evidence or pose a risk to the safety of staff, patients or other members of the public, or (2) the employee consents to meet at an earlier time.

H. Status of Investigation - In the event that an employee is interviewed or otherwise notified of an investigation that could result in disciplinary action, Hospital will make its best efforts to notify the employee of the status of the investigation within fourteen (14) days of such interview or notice as otherwise mutually agreed.

I. Progressive Discipline - Corrective action will normally follow a systematic and progressive method by using increasingly stronger action. The principles of progressive discipline shall apply to disciplinary actions except when Hospital

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determines more escalated action is appropriate. This section shall not apply to nurses on their introductory period.

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

K. Disciplinary Documentation - All disciplinary actions shall be recorded in writing. The written document shall be placed in the employee's personnel file and a copy of the document shall be provided to the nurse receiving such discipline at the time it is administered. Written disciplinary notices will not be considered for progressive discipline after more than two (2) years unless discipline was for theft, HIPAA violation, willful misrepresentation, conduct threatening or endangering the safety of others in the workplace, or discrimination, harassment, or assault/violence (as defined by law) against another person.

L. Nurse Improvement Assessment - Hospital, upon request from the nurse, will review the nurse's performance related to the original disciplinary action and produce a written statement addressing the nurse's success at resolving the issues that gave rise to the discipline. The statement thereafter shall be given to the nurse and placed in their personnel file.

M. Performance Improvement Plans - The parties recognize that ~~mutually agreed upon~~ Performance Improvement Plans ("PIPs") are not in themselves disciplinary actions and that they serve as a constructive tool to aid an employee in developing

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skills and/or improving performance. However, failure to follow a PIP or successfully complete the requirements of a PIP will usually lead to corrective action. ~~A nurse who is being asked to be put on a PIP shall be allowed union representation, if requested.~~

Each PIP is expected to address specific practice issues and/or performance improvement goals with timelines for completion. ~~based on a uniform PIP template with “SMART” goals.~~ The Hospital will use a consistent PIP template to the greatest extent possible, provided that the form of a PIP will not impact its validity. ~~Such plans are voluntary and may be initiated by either the nurse or management. However, nurse refusal to participate in a PIP will usually result in corrective action.~~ If a plan is in place and there is a significant change in circumstances (e.g., significant change in workload or assignment), the nurse may request an adjustment to the plan to address the changed circumstances.

N. Coaching. Coaching is informal, non-disciplinary, verbal counseling between employee and immediate supervisor. ~~A nurse shall be allowed union representation for coaching, if requested.~~ Any documentation regarding coaching that goes in an employee's personnel or manager's file will not be subject to the grievance process. If referenced in formal corrective action, Hospital shall provide a copy of coaching documentation to the nurse at nurse's request to the nurse if such documentation exists.

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ARTICLE 19 – STANDARDS OF BEHAVIOR

The Hospital and the Association strongly support standards of behavior in the workplace that are consistent with the mission and core values of Hillsboro Medical Center, the Hospital's Code of Conduct, and with the ANA Code of Ethics. The parties support the enforcement of these standards with respect to all Hospital employees and contractors, including managers, providers, and bargaining unit nurses. There is an inherent value in the observance of standards of behavior that create a culture where employees feel valued and patients are attended to with the utmost care and respect. Accordingly, the parties agree as follows:

- A. **No Tolerance** - The parties agree to cooperate with each other to promote zero tolerance of hostile, violent or abusive behavior, consistent with existing contract provisions and Hospital policies prohibiting intimidation and harassment.
- B. **Collaborative Work Environment** - The parties agree to actively and cooperatively reinforce with bargaining employees and their managers the positive attributes that characterize and sustain a collaborative, professional workplace environment.
- C. **Reporting and Non-Retaliation** - The Hospital, in partnership with the Association, supports nurses individually addressing and reporting, if necessary, incidents that involve violations of the above-referenced standards of behavior. The parties will be diligent in assuring that no nurse will experience any retaliation for reporting such a violation.

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