

PROFESSIONAL AGREEMENT

between

OREGON NURSES ASSOCIATION

and

LEGACY MOUNT HOOD MEDICAL CENTER

Proposed January 9, 2025

ARTICLE 10 - EMPLOYMENT STATUS

A. **Introductory Period.** A Nurse employed by the Hospital shall not become a regular Nurse until they have been continuously employed at the Hospital for a period of 120 days. Nurses in good standing who transfer from a different Legacy facility and into the same specialty shall become a regular Nurse after they have been continuously employed at the Hospital for a period of 60 days. Nurses employed on a temporary basis shall not become regular employees under this provision. During the introductory period, an Introductory Nurse may be issued corrective action or terminated without recourse to the grievance procedure.

B. **Notice of Resignation.** All regular Nurses employed by the Hospital shall give the Hospital not less than 14 calendar days' written notice of intended resignation.

C. **Notice of Termination.** The Hospital shall give regular Nurses fourteen calendar days written notice of termination of employment; or, if less notice shall be given, then the difference between the number of days' notice given and the number of working days of advance notice herein required shall be paid to the nurse at their regular rate of pay; provided, however, that no such advance notice or pay in lieu thereof shall be required for nurses who are discharged for cause.

D. **Promotion, Transfer, Filling of Posted Job Openings:** Available openings may be posted internally and externally at the same time. All positions shall be posted five full calendar days prior to the filling of a vacancy, either as "Department Only" or full posting, as determined by the hiring manager. "Department only" means the opening is available only to Nurses already working in the department. Posted positions shall list whether they are day shift, evening shift, night shift, or variable shift. After five full calendar days, the Hospital may proceed with filling the position. The position shall be considered awarded as soon as the Hospital makes a verbal offer. The hiring manager shall select the most qualified candidate for the position, in their discretion, utilizing the Merit Assessment Tool. Cross-training assignments are not considered a position or a vacancy subject to this article. The Hospital may post notices describing possible cross training opportunities; however, such notice will be posted with the understanding that it does not refer to a vacant position subject to the posting requirements of this article.

The Hospital may transfer a Nurse in accordance with policy 500.104 ("Employee Recruitment, Selection and Transfer Policy"). An individual Nurse may only be transferred to another Legacy facility by mutual consent between the Nurse and the

Hospital. However, the reference to transfer does not apply to the migration of work to another Legacy facility resulting from a reorganization.

E. **Seniority:** Seniority is defined as the length of employment as measured by total time from anniversary date.

1. Loss of Seniority. A Nurse shall lose all seniority rights for any of the following reasons: Termination, voluntary resignation, or retirement, unless reemployed to a position covered by this Agreement within 12 months from the date of termination, resignation or retirement. A Nurse shall also lose seniority rights after twelve consecutive months on layoff status.

2. Service Outside the Bargaining Unit: When a Nurse covered by this Agreement who, without a break in employment by the Hospital, enters non-bargaining unit employment that is not covered by this Agreement and returns to a bargaining unit position, shall retain all previously earned seniority under this Agreement. Reinstatement of previously accrued seniority will not apply until after the non-bargaining unit Nurse's return to the bargaining unit. A Nurse who returns to the bargaining unit will resume accrual of seniority once returned to the bargaining unit position, shall maintain their APL accrual rate and a wage step that is no less than their previously existing wage step under this Agreement.

3. Seniority and Wage Reinstatement: A bargaining unit Nurse who terminates from employment from the Hospital and is rehired to a position covered by the Agreement within 12 months will (a) be returned to a wage step no lower than the previously paid wage step and (b) will have their seniority reinstated.

F. Layoff or Workforce Reorganization. The Hospital retains the right to determine whether a permanent or prolonged reduction in or restructuring of personnel is necessary, the timing of such reduction or restructuring, the number of FTEs to be affected, and in which departments a layoff and/or restructuring will occur. If the Hospital determines that a layoff in personnel or a restructuring is necessary, and notwithstanding any other provision of this Agreement, when a permanent or indefinite reduction in force is necessary, Nurses will be laid off based on the following qualifications:

1. Contracted Agency and Traveler Nurses;
2. Nurses within the affected unit who volunteer for layoff;
3. Past performance including the average of the last three (3) evaluations (or less if fewer than three evaluations do not exist). Counseling and disciplinary record will also be considered. Prior work experience in the area in which the position exists.
4. Applicable certifications.

5. Competency Testing.

6. Specialty Education.

7. Safety Record.

When such qualifications are relatively equal, seniority will prevail. The Hospital will be the sole judge of qualifications provided that the Hospital will not be arbitrary or discriminatory. Any nurse who is displaced under this subsection will have the option of accepting any vacant position for which they are qualified in accordance with the following paragraph, or be placed on the recall list.

5. Recall: Nurses shall be recalled in reverse order of layoff provided that the Nurse meets the qualifications of the available position. If a nurse's original reduced position is reinstated, the displaced nurse has first preference in reclaiming the position. The Hospital shall offer all open and available bargaining unit positions to nurses on recall for which they are qualified if such positions remain open after the regular posting period provided for in [insert section number]. Nurses on recall may refuse positions offered if the position is on a shift that is different from the nurse's assigned shift at the time of layoff. Nurses shall have one right of refusal. Upon return, a recalled nurse will retain seniority, step wage and benefit accrual level in effect at the time of layoff. Pursuant to Article 10, Section E, any recall rights expire twelve months after layoff. Nurses on the recall list may elect to work as an On-Call Nurse for a period of up to ninety (90) days without having that work impact their position on the recall list. Notice of this election must be made to the Hospital within ten \ days of the notice of layoff. At the end of the 90 -day period, the displaced Nurse may elect reclassification to On-Call status and will be removed from the recall list.

6. Notice: The Hospital shall provide the Association and affected Nurse(s) with at least 21 calendar days' notice prior to a layoff or provide up to three-weeks' pay at their regularly scheduled FTE prorated to the difference in the number of days between the required 21-days to the affected Nurse(s) and when notice is provided. For the avoidance of doubt, the parties agree to the following example: if the Hospital gives 14-calendar days notice rather than 21-calendar days, the affected Nurse would be entitled to payment equal to the Nurse's regularly scheduled FTE for the 7-days difference in notice.

7. Workforce Reorganization: The provisions of this section shall apply in the event of a work force reorganization that does not involve layoffs. A workforce reorganization shall include staffing changes resulting from a merger or consolidation of two or more units, increases or decreases in FTE status among bargaining unit members, transfers/migrations of Nurses to another Legacy facility, and changes of positions

1 within a seniority pool.

2 8. Severance Pay: The parties agree that bargaining unit nurses may participate in
3 Legacy's Employee Severance Policy under the same conditions as Nurses in the same
4 or similar classifications at other hospitals within the system. Any Nurse who elects to
5 participate in Legacy's Employee Severance Policy will waive any recall rights they may
6 have under this Article 10 and any recall or internal applicant status rights they may
7 have under this Article 10.

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