

LETTER OF AGREEMENT – NICU OVERFLOW ON 6TH FLOOR

This Letter of Agreement (LOA) is made and entered into between the Oregon Nurses Association (Union) and Legacy Randall Children's Hospital (Employer).

Whereas, Employer notified Union that due to an increased volume in NICU patients and anticipated seasonal increases, a NICU overflow plan would need to be established for the 6th floor.

Whereas, Employer notified Union that Legacy intends to utilize available pediatric acute care capacity, including beds on the 6th floor, to support NICU patient overflow,

Whereas, the 6th Floor is a non-ICU, non-oncology, and non-cardiac floor for patients under 36 months,

Therefore, this LOA provides clarity on the role of 6th Floor Nurses and appropriate clinical support for nurses and patients.

A. Definitions

"6th Floor Nurses" are defined as Nurses hired to work on the 6th floor as their home unit. If 6th Floor Nurses are assigned NICU patients managed by NICU charge nurses on the 6th Floor, they are considered to be "Floating"

"Floating" is defined as the temporary reassignment to a different unit in the hospital than the unit for which the nurse was hired.

B. Patient Transfer & Placement

The parties agree to Expand 6th floor overflow criteria to meet current guidelines for acute care floats in the NICU per RCH floating task force guidelines dated 5/20/2026 and policy 912.3504 (revised July 2026). Those guidelines state:

ONA RCH RN BU

Letter of Agreement – NICU Overflow Capacity

Union Proposal 1 – 10/xx/26

Page 1 of 3

1 1. The least acute patients who meet the following criteria will be transferred to
2 the 6th floor:

3 Patients who are:

4 i. ≥35 weeks GA

5 ii. ≥2kg

6 iii. diagnosed with NOWS

7 iv. on full feeds

8 2. Placement should be made in collaboration with LIPs and CRNs from both
9 units when patients have:

10 i. post-op cardiac diagnosis

11 ii. apnea/bradycardia/desaturation spells

12 iii. thermoregulation needs that require a heat source

13 iv. supplemental oxygen

14 v. complex social situations with a behavioral contract in place

15 vi. surgically complex diagnoses

16 vii. complex feeding support needs

17
18 **C. No Cancelations**

19 No 6th floor staff shall be assigned Mandatory Low Census that is a part of their base
20 FTE when 6th floor census is lower as a result of NICU patients being admitted to the
21 6th Floor or staffing is higher as a result of NICU nurses caring for overflow patients. For
22 the purposes of support staff (CNAs, Unit Clerks), 6th Floor census will be calculated by
23 including any NICU overflow patients as part of the unit census.

1 **D. Education**

2 6th Floor Nurses who float to the NICU shall be offered voluntary training for higher
3 acuity NICU patients and an on-unit and precepted NICU Nurse orientation. No nurse
4 will be required to accept such training, and orientation shall be provided for every nurse
5 who requests it.

6 Within 90 days of ratification of this agreement, 6th Floor Nurses shall be provided NRP
7 trainings at no cost to the nurse.

8 The Employer agrees to provide a basic orientation to 6th Floor nurses who are floated
9 to the NICU overflow areas of the 6th Floor. Such orientation will be provided prior to
10 any nurse being required to provide patient care.

11 **E. Implementation & Enforcement**

12 The parties agree to implement the agreement upon execution by both parties. If there
13 are disputes about the terms or interpretation of the agreement, the parties agree to
14 meet within 5 business days upon notice from either party to discuss the agreement and
15 reach a mutually acceptable resolution. If no mutually acceptable resolution is reached,
16 the parties agree to cease floating until the concerns can be resolved.

17
18 For the Union:

For the Employer:

19
20 Date:

Date: