

McKenzie-Willamette Medical Center Last, Best & Final Offer Summary of Substantive* Changes August 9, 2024

Contract Article	Language Change
Article 1-Recognition and Membership	1.2.2 Religious objectors can pay to charitable fund of their choice instead of the United Way.
Article 2-Association Representation	2.2 Additional 30-minutes unpaid ONA orientation for new nurses 2.3 Affirmed that grievance representatives are paid for meetings held during their regularly scheduled hours and won't lose pay 2.7 Improved language requiring hospital to release bargaining team members from work for negotiations
Article 3- Employee Definitions	3.4 Relief charge could be assigned Charge up to 50% of shifts (was 25%) 3.7 "Resource" & "Short Hour" now known as "PRN", 6 monthly minimum credits (was 5) no increase to quarterly minimum credits, holiday rotation system for PRN, new category of credits for "non-assigned holiday", PRN will receive incentives offered to non-PRN as long as minimum monthly points requirement is met 3.9 NEW Trial Program Positions language which allows management to post trial assignment positions and prevents the loss of original position or benefits for nurses that agree to help. 3.10.3 Clarifies agency/travel nurses are temporary and not eligible for benefits
Article 4-Equality of Employment Opportunity	4.1 Improved non-discrimination language to include all protected classes, Federal & local laws
Article 5-Employment Status, Investigations & Communication	5.2 & 5.3.1 Clarified that meetings can be held through video conference or phone 5.4 Clarified that nurses are required to work scheduled days after notice of resignation 5.5 Improved required Termination threshold from a "violation of professional nursing ethics" to "proper cause" to help prevent the loss of PTO.
Article 7-Grievance Procedure	7.2 Cases of termination can be filed at Step 2 & bypass Step 1 for expedited grievance process

	7.5 Increased time to file grievance when not notified of denial/approval of vacation request from 10 to 20 days
Article 8-Work Schedule	8.1 Consolidates language describing 8-,10-, and 12-hour shifts as regular shifts; moved language regarding Charge, weekends & earned leave to other appropriate sections of the Agreement 8.3 Weekend defined by position as either Friday/Saturday or Saturday/Sunday (previously 8.1.2, #6) 8.4 Need to give 30-days' notice to revoke weekend off waiver 8.5.3 Clarified process for signing up for extra shifts on other units 8.5.4 Clarifies that PRN (formerly Resource) are eligible for premium and incentive pay whenever offered for extra shifts picked up after master schedule is posted 8.5.7 Inserted MOU language allowing surgical services to vary shift start time by up to one hour from positioned start time 8.7 Reduces notice from 2 hours to 1.5 hours so if hospital fails to give 1.5 hours' notice of cancellation 4-hour report pay applies 8.10 Floating language moved to NEW Article 8.11 Charge nurses will be able to start 30-minutes before shift (moved here from MOU) 8.12 Consolidated Meal & Rest break language into this section NEW 8.12 Nurses are entitled to an unbroken rest period of 10-hours between shifts & will be paid premium pay for time worked during the required rest period 8.14 Clarifies that Hospital must provide 30-days written notice of a reorganization or unit merger
Article 9- Compensation See Additional Handouts	9.1 Adding three new steps to the top of the wage scale, steps 14, 15 & 16 9.2 Differentials no longer a percentage of Step 1; Deleted all references to different pay scales for different shift lengths (8,10,12) for both RN and LPN wage scales

	9.4 Eliminated redundant language & clarified that premium pay is paid for work in excess of the nurse's master scheduled shift regardless of length of shift 9.4.3 To receive premium pay for missed meal period the nurse must now notify the manager in advance of the missed meal instead of prior to the completion of the shift 9.4.5 Start time adjustment is not a cancellation. If a nurse chooses to work after cancellation, it is premium pay 9.4.7 In order to qualify for 'sixth and consecutive day' premium pay, the minimum shift length worked each day must be at least 8 hours (was 4 hours previously; short shifts no longer qualify) 9.5 & Deletion of 9.6-Clarified and consolidated language, continues practice of limiting premium/overtime pay to 1.5X's (except preferential pay) 9.6 Clarified that an exception form will be used for overtime authorization, brings language in-line with practice 9.7 Shift differential pay rates are no longer a percentage of the Step 1 wage rate and have been converted to flat amounts: 9.7.1 Evening Diff for RNs is \$4, LPNs is \$2.75 9.7.2 Night Diff for RNs is \$6.50, LPNs is \$4.25 9.7.3 Longevity Night Diff for RNs is \$10, LPNs is \$6.75 9.8 Callback Pay is now \$6.00 9.9 & 9.10 Charge & Relief Charge Diff is now \$4.50 9.11 Certification Diff increased to \$3 9.12 Bilingual Skills Diff increased to \$3 but must pass medical interpreter test 9.13 Weekend Diff will be paid on weekend days now defined by a nurses' master schedule (either Friday/Saturday OR Saturday/Sunday)
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	9.13 Short Notice Diff will be \$32 for 4-8 hour shift, \$40 for 8-10 hour shift, \$48 for 10-12 hour shift 9.15 Standby Pay for Cath Lab, CVOR, OR, Endo & PACU increased to \$11; for other units \$6. Holiday Standby increased to 1.5X's applicable standby rate. Extended Standby rate will receive 2X's the base standby pay for holiday extended standby. 9.15.3 Minimum 2-hour guarantee maintained, eliminated language allowing hospital to hold nurse over their scheduled shift if called in with less than 2-hours remaining in their shift 9.18 Preceptor Pay is now \$5 9.19 Advanced Education Pay will no longer be a percentage of the Step 1 wage rate; BSN = \$2/hour & MSN = \$2.50/hour 9.20 Float Pool Diff increased to \$3 9.21 CVOR nurses guaranteed to receive compensation for 85% of their positioned hours per pay period from MOU
Article 10- Earned Leave	10.3.1 Added column to show Earned Leave hours accrued based on a 1.0 FTE (40 hr/wk) 10.3.3 Clarified that accruals will discontinue and be paid out once the maximum balance is reached (current practice) 10.4.1 Altered "summer prime time period" to be defined as the months of July, August & December instead, limits for Earned Leave usage remain the same (2 consecutive weeks or 3 scheduled weekends); NEW language limiting the use of Earned Leave to 3 consecutive weeks except for Leaves of Absence 10.4.2 Earned Leave can now be used after 12 weeks of employment (was 6 months previously); changed description of minimum nurses allowed off to a table format & added details from MOU's for ED, SSU & PAT; Leaves of Absence of any length will be counted in calculating the minimum allowed off 10.4.3 Deleted erroneous language, no substantive change 10.4.4 Deleted Short Hour Nurse language, haven't had Short Hour positions in past several years 10.4.6 Requests for Earned Leave in combination with unpaid time off will not be granted during July, August & December (prime time)

	10.5 Donation of Paid Leave Policy reference will no longer include the date of the policy so the policy could be changed by the employer at will 10.6 Clarified that “Holiday” is midnight (0000) to 2359 for hours worked on recognized holidays listed in contract 10.6.4 PRN nurses whose home unit is closed on holidays will not be assigned a holiday rotation 10.7 Deleted Extended Illness Bank language 10.7 Added “siblings of spouse” to list of “immediate family” for purposes of bereavement leave with pay
Article 11- Leaves of Absence without Pay	11.2 Added “volunteer firefighter” and “personal leave” to list of types of leaves of absence without pay; clarified that requests for leave without pay shall be granted as required by state and federal laws
Article 12- Seniority and Layoffs	12.1.2 No loss of seniority if re-employed within one year (was 3 months) 12.2 Low Census language moved to New Article 23 12.2.2 Laid-off nurses being recalled must be able to orient to position being offered in less than 7 calendar days 12.2.5 Elimination of Sick Leave reference, no longer applicable
Article 13-Position Posting and Filling Vacancies	13.1 Added “pattern” to required items that must be included in a position posting 13.3 New language requiring nurses to remain in a new position for at least 16 weeks before applying for transfer in a new department, unless approved by manager 13.3.3 Transfers will occur in conjunction with the next pay period start date within the current 45-day timeline 13.5 Clarified Preceptor as an assignment rather than a position, UPC may make recommendation to the manager of who should or should not serve as Preceptors, managers will assign Preceptors as needed

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	13.6 Trial transfer period reduced from 60 days to 6 weeks and the nurse will need to apply for other open positions instead of automatically becoming a PRN if it does not work out.
Article 15-Substance Abuse and Screening	Hospital's Substance Abuse Policy reference will no longer include the date of the policy so the policy could be changed by the employer at will
Article 16-Professional Development	16.1.1 Increased hospital's contribution to ONA Education fund from \$100 to \$125 per nurse 16.1.2 Moved language around for clarification, no substantive change 16.1.3 If a manager does not respond to a request for education leave within 10 days the CNO will respond 16.3.2 Work Action Plan now required to include quantifiable measures of success, regular check-ins and an end date & the plan can only be extended by mutual agreement of the Hospital & Association 16.3.4 Removed maximum cap of 6 weeks (8 w/extension) for orientation of newly hired nurses, maintains minimum orientation period & ties length of orientation to the "individual unit staffing plans" 16.4 Floating Language moved to NEW Article 23
Article 17-Professional Nursing Care Committee	17.7.1 The Staffing Request & Documentation Form (SRDF) will be made available for online submission and automatically submitted to the CNO, Co-Chairs of Staffing Committee, Chair of PNCC & the Association; additional language ensuring no retaliation for submitting SRDF
Article 18-Shared Governance	18.1 Added language requiring nurses be excused from their shift to attend meetings as long as there's no risk to patient care & that managers will not discourage participation 18.2 Contract Administration Conference Committee (CACC) language moved from Article 19 18.3.1 New language requiring Staffing Committee to approve unit staffing plans which have been submitted by the UPC (see below) 18.3.2 Added language to ensure that Staffing Assessments by charge nurses and managers complies with staffing plans

	18.4 Clarified that UPC staff nurse representatives should be elected by majority vote in accordance with their charter 18.4.1 New language requiring UPC to review staffing plan annually and recommend adjustments to the Staffing Committee after conducting a vote of all impacted nurses on the unit for approval 18.5.1 Increased nurse members of the Environment of Care Committee from 2 to 3 & preserved a seat for the staff Co-Chair of CACC 18.5.2 “Injury Prevention Task Force” is now “Safety Committee” & at least one member must now be selected by the Association
Article 19-General Provisions	Old 19.3 Contract Administration Conference Committee section moved to new 18.2
Article 21-Pandemic	21.1 thru 21.5 Deleting all parts with specific COVID provisions. Maintaining language requiring the Hospital & Association to meet and discuss impacts in the event of a Federally declared Public Health Emergency COVID sick hours will be paid out in 2 installments to nurses hired prior to 4/1/22 at 100% & to nurses hired 4/1/22-12/31/23 at 50%, nurses hired in 2024 will not receive
NEW Article 22 Women’s Health, Birth & Children’s Center	NEW Article with language from MOU’s “WHBCC Floating Guidelines” & “WHBCC Essential On-Call” combined 22.1 Skill code requirements will be equitably distributed 22.2 In-house on call changed from minimum wage to 50% of Step 1 rate 22.3 NO Floating unless nurse agrees 22.3.1 Instead of cancelation, hospital may ask nurse to sit for full shift and be ready to return to unit if needed 22.4 Essential on Call and all other terms of MOU have been incorporated into contract
NEW Article 23-Floating, Sitting and Standby	23.1 Language from old Article 8.10 moved here; NEW Float Differential of \$1.00/hour worked off of home unit and if necessary an RN will be released back to their unit within 30 minutes 23.2 Language from old Articles 16.4 (Orientation and Floating of Currently Employed Nurses) & 16.5 (Orientation to a Specialty Unit) moved here

	23.3 Defines a sitter assignment and maintains ability for WHBCC nurses to refuse sitter assignments 23.4 Language from old Article 12.2.1 (Low Census Daily Staffing Adjustment) moved here, preserves current low census/cancellation of shift procedures 23.5 Language from old Article 12.2.2 (Order of Cancellation/Standby Prior to Shift) moved here, adds Agency nurses to the top of the order of cancellation prior to start of shift 23.6 Language from old Article 12.2.3 (Order of Cancellation/Standby During Shift) moved here, adds Agency nurses to the top of the order of cancellation during shift 23.7 Language from old Article 12.2.4 (Percentage Calculation Method) moved here, preserves current calculation methods and clarifies responsibilities of Charge nurse vs. manager/House Sup, maintains wage replacement/low census caps & error remedy language (now 23.7.11 & 23.7.12)
NEW Article 24-Artificial Intelligence	24.1 New language defining Generative Artificial Intelligence (GAI) 24.2 New language governing GAI integration should be considered to relieve administrative tasks of nurses and maximize direct patient care time 24.3 New language requiring hospital to minimize potential job loss resulting from implementation of GAI systems & consult with the union if staffing levels may be reduced by GAI implementation 24.4-24.7 New language providing protection from retaliation & monitoring through GAI and a committee to provide input on GAI systems used in patient care settings.
NEW Article 25-Definitions	New list of terms used in the Agreement are defined to provide clarity to existing language, definitions are consistent with current interpretations
Article 26-Termination and Renewal	Agreement would be in effect from August 8, 2024 until June 1, 2027
Appendix A Salary Schedule See Additional Handouts	Four-year agreement: FFPP (First Full pay period) Year 1: 8.75 % increase to every step 1-13. NEW STEPS 14, 15 & 16 will be added. Each of the steps 14,15 &16 will be 2.5% above the one before it the first two years. All nurses hired prior to June 1,

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	2021 shall have their years of experience verified by HR and, if eligible, adjusted by one step in 2024 Year 2: 5% across all steps effective FFPP following June 1st, 2025; eligible nurses will receive second step adjustment in 2025 Year 3: 4% across all steps effective FFPP following June 1st, 2026; eligible nurses will receive any additional step adjustment to align w/ experience. Steps 14,15,16 will move from 2.5% to 3% above the step before it. Year 4: 4% across all steps effective FFPP following June 1st, 2027
Appendix B Health and Welfare See Additional Handouts	New health benefit plan with coverage modification; slightly increased cost of premium-sharing (see handouts for details) NEW 401K language requiring matching contributions be made on a "per period" basis; nurses are 100% vested after 2 years of service
Memorandums of Understanding	All MOU's not indicated as incorporated into the body of the Agreement will remain

*Substantive changes do not include typo corrections, changes from "he/she" to "they", or rearrangement of statements that do not alter the application or intent. Substantive changes listed here are all such changes the employer has included in their Last, Best & Final Offer issued July 30, 2024.