ARTICLE 7 - HOURS OF WORK

7.1 Work Period and Work Day.

7.1.1 Work period. The standard work period shall consist of forty (40) hours in an established time of seven (7) consecutive twenty-four (24) hour periods. An alternative work period consisting of eighty (80) hours in an established time of fourteen (14) consecutive twenty-four (24) hour periods may also be adopted.

7.1.2 Workday. For employees working a standard work period, scheduled shifts consisting of between four (4) and twelve (12) consecutive hours of work, except for interruptions for meal periods, shall constitute a workday. For employees working an alternative work period of fourteen (14) days, the workday shall be no more than eight (8) hours, except for interruptions for meal periods. Any other workdays will be adopted only upon agreement, in writing, of the Employer and the Association.

7.1.3 Twelve-hour shifts. Twelve-hour shifts may be initiated by the Employer in a unit, subject to the following provisions:

a. Employees who work 12-hour shifts will, consistent with Section 9.1.1, be paid overtime for all hours worked in excess of 12 in a day or in excess of 40 in a work week.

b. Employees working 12-hour shifts will be provided uninterrupted meal and rest periods consistent with Section 7.4, including three (3) 15-minute rest periods.
c. The Employer will establish a 12-hour shift starting time consistent with the operational needs of the unit.

d. Notwithstanding any other provision in this Article 7, an employee may consent, but may not be required, to work more than three (3) consecutive 12-hour shifts.

e. Nurses shall not be required to transition to 12-hour shifts without their consent except in the event of a unit restructure, in which case the Employer will not require all nurses on a unit to transition to 12-hour shifts without the Association’s consent, which shall not be unreasonably withheld.

f. When consistent with operational need, the Employer will consider the requests of employees who desire to change from 12-hour shifts to shifts of a shorter length.

g. When an open position exists on units where a mixture of 12-hour shifts and shifts of a shorter length currently exist, a mixture of such shifts will be maintained if, and to the extent that, the schedules of shorter length shifts can be coordinated to provide the necessary staffing coverage on the unit.

7.2 Scheduling of Work.

7.2.1 UBNPC involvement. Each department’s Unit Based Nursing Practice Committee will be permitted the opportunity to provide recommendations in the following areas in the development and implementation of unit specific scheduling practices:
a. Identifying a deadline for submitting requests for time off (with the exception of vacations) before/after the schedule is posted;

b. The distribution of open/available shifts, selecting the most cost effective staffing option(s) available;

c. The methodology for completing the schedule (e.g., a single individual responsibility, each shift is responsible for their own);

d. An assessment, in conjunction with its review of the Staffing Plan, of the optimum projected number of staff needed to cover the unit or department, sick time usage, staffing alternatives such as self-scheduling and more full-time, part-time and/or resource positions, and on-call scheduling and utilization;

e. The mechanism used by staff for trading shifts after the schedule is posted;

f. Staffing and scheduling options, including those which may change the pattern of scheduled shifts and/or change the number of weekend shifts staff would need to work;

g. Problem-solving of scheduling issues; and

h. The assignment of holidays noted in Section 9.3.3 in compliance with Sections 7.2.2 and 24.1.c. In establishing this practice the UBNPC shall take all constituent opinion into consideration.
7.2.2  **Order of scheduling.** Employees shall be scheduled for work in the following order listed below. UBNPCs may create their own scheduling procedures, as long as they still follow the order below and follow 7.2.3 on posting of schedules. All open extra shifts must be made available at the same time to all nurses (using, for example, email or Teams or a posting) to submit preferences to work those shifts, before shifts are assigned.

a. Regular nurses fulfilling their FTE requirements. This category includes nurses filling regular FTE positions on a temporary or interim basis. The Employer will prepare an initial schedule with nurses from the home unit before assigning nurses from other units.

b. Resource nurses meeting their minimum shift obligation who have submitted their availability timely pursuant to Section 24.1(d).

cb. Bargaining Unit **Temporary nurses**

d.  **Traveler nurses with a multiple week contract working within their forty (40) hour work week**

e. **Temporary nurses**

d. Resource nurses meeting their minimum shift obligation

e. Regular nurses working above their assigned FTE at the regular rate of pay (including nurses opting to work without CNI pay on a critical need incentive shift)
f. Resource nurses working beyond their minimum shift obligation above their assigned MRS at the regular rate of pay, (including nurses opting to work without CNI pay on a critical need incentive shift) and resource nurses who have not given their availability pursuant to 24.1

g. Regular nurses working a critical need incentive shift incentive (not overtime)

h. Resource nurses working a shift incentive (not overtime)

i. Nurses working overtime (over 40 hours or scheduled shift length) or double back (when not part of their FTE requirement)

j. Regular nurses working an incentive shift in addition to working overtime (over forty (40) hours or scheduled shift length) or double back (not part of FTE requirement)

k. Resource Nurses working an incentive shift in addition to overtime.

l. Pivot Nurses picking up a shift outside their home unit (7 days after the schedule is posted following 7.2.3)

m. Travel nurses with a multiple week contract working above a forty (40) hour work week
ni. Daily assigned (per diem) agency nurses

Traveler or agency nurses referenced above may be hired to fill a posted temporary or interim staffing need that qualified Part-time and Resource Nurses have not chosen to fill. Any non-temporary position filled by a traveler or agency nurse must remain posted until filled by a regular nurse or vacated by the traveler/agency nurse. When a traveler or agency nurse’s contract is nearing expiration, before their contract is renewed, the job posting must be posted in unit for seven (7) days per section 19.3.2.

7.2.3 Posting of schedules. Work schedules of employees who have completed their Transition to Practice Program or their orientation period shall be posted at least twenty-eight (28) days in advance of their effective date. Changes to a posted work schedule may only occur in the event of an emergency; to provide an employee with transitional duty while recovering from an on-the-job injury; or return an employee from administrative leave; or with the nurse’s consent, or as specifically provided elsewhere in this article. On-call schedules in mandatory scheduled call units shall be posted at least twenty (20) days in advance of their effective date, subject to the same exceptions described above. Nurses may voluntarily request and/or consent to be scheduled to work in excess of five (5) consecutive 8-hour days, but shall not be required to do so except in cases of emergency. Nurses outside the unit, such as Pivot Nurses, may request to fill open shifts seven (7) days after posting of the schedule.

7.2.3.1 Transition to Practice participants and orientees. Initial work schedules for nurses in Transition to Practice program or orienting to a new position will be established and communicated upon hire or transfer. Changes to the schedule will occur by mutual agreement with the nurse or, if agreement is not reached, by notice to the nurse of at
least seven (7) days (fourteen (14) days in the event of a shift schedule change). The Employer shall make a good faith effort based on skill mix to place nurses who are working independently into their permanent hired positions within three (3) months after completion of the Transition to Practice Program. In the event a nurse cannot be placed within three (3) months, the Employer will provide a specific date for placement.

7.2.3.2 Guidelines. Notwithstanding any other provision in this Agreement, nurses shall have the option to select work schedules, including on-call schedules, in accordance with the Employer’s Direct Patient Care Staff Schedule Policy and the related Procedural Guidelines Letter of Agreement.

7.2.4 Temporary schedule changes assignments. If the operating requirements of a unit may necessitate require employees to be temporarily reassigned from their normal schedule, volunteers will be solicited for schedule changes to occur. Temporary schedule changes do not include changes in work location. If there are no volunteers, the least senior qualified employee will be reassigned. If an employee is reassigned from his or her normal schedule pursuant to this provision, the employee will be offered the option to return to his or her former schedule within 12 weeks when the operating requirements that caused reassignment no longer apply. Temporary schedule changes shall not be used indefinitely. This section does not apply to redeployments (see Article 29), rotation of shifts (See Article 7.6).

7.3 Adjustment of shift lengths. Employees may, in accordance with the regular work schedule posting process, have their shift lengths adjusted based on operational need of the unit. Such shift length changes shall not cause an involuntary change of an employee’s FTE. Employees currently working shifts of eight (8) or more
hours will not be involuntarily changed to shifts of less than eight (8) hours per day. This
provision does not apply to shift curtailments under Section 7.1(32) or to involuntary
reductions under Article 20.

[move from 7.8:]

7.48 Weekend Scheduling. It is the policy of the Employer to schedule those
nurses who so desire every other weekend off, with the exception of those nurses who
have signed an authorization to work consecutive weekends. Nurses who have
volunteered to work consecutive weekends may withdraw such authorization upon two
(2) weeks' written notice prior to the date a new schedule must be posted.

7.48.1 Requests for extra weekend shifts off. All RNs with (102) years or more seniority may request and be granted, in order of seniority, extra weekend shifts off. These shifts will be granted, in the manager’s discretion, after vacation requests have been approved and operating requirements of the unit have been met. After granting requests to those with over ten (10) years of seniority, the UBNPC, with the manager’s approval, can establish a process to review any other employees’ request (of any seniority level) to have extra weekends off.

7.54 Meal and Rest Periods.

7.54.1 Meal periods. Employees are entitled to a non-duty, unpaid uninterrupted meal period of one-half (1/2) hour during each workday. Meal period coverage will be assigned as necessary in the course of making shift assignments. Employees required to be on duty during a meal period will be compensated.
7.54.2 Rest periods. Employees shall be provided a fifteen (15) minute rest period for each four (4) hours worked. Whenever possible, employees will be allowed to take their rest periods away from the immediate work area. At the Employer’s discretion, rest periods may be combined with meal periods or taken prior to the end of the shift.

As required by law, the Employer will make every effort to provide relief so that rest periods may be taken. When, despite such effort, none of the options for allowing rest breaks at alternative times is feasible because of the operating requirements of the Employer, the employee will be compensated at the straight time regular rate of pay.

7.54.3 Lactation Breaks & Spaces. The Employer shall act in compliance with all applicable laws pertaining to Lactation Breaks and Spaces. The distance of the lactation space from the nurse’s unit will be taken into consideration when accommodating release time. Proper coverage from a meal and break relief nurse shall be provided for lactation breaks above and beyond normal break coverage if needed. Nurses shall be encouraged to utilize the Workplace Expression of Breast Milk Advisory Committee (WEBMAC@ohsu.edu) for any workplace lactation questions or concerns.

7.65 Rotation of Shifts. Except on a voluntary basis, nurses will not be required to rotate shifts. In the event of an emergency, however, where a temporary shift change becomes necessary due to the operating requirements of the Employer, employees will be assigned first on a voluntary basis and then in inverse order of seniority unless a specific skill set is needed that a less senior nurse does not possess thus necessitating the need to assign a more senior employee. A temporary shift change may only be required for up to four (4) weeks, at which time the nurse will be returned to their regular shift unless the nurse agrees to extend the temporary shift change.
7.76 On-Call. On-call is a method of contingent staffing used to provide staff as a response to emergency or after-hours needs, supplementing regularly scheduled RNs. Mandatory on-call nurses shall not be utilized for baseline staffing. On-call hours will be equitably distributed for each department according to the number of on-call hours required and the number of FTE registered nurses in the department authorized to take call. Equitable distribution shall be interpreted broadly to meet the unique needs of each department. Each department’s on-call standard will be established by the UBNPC and the manager. Registered nurses shall take call for patient populations for whom they are qualified to care. Reasonable efforts will be made to avoid using on-call staff to cover for unscheduled absences. On-call scheduling is discussed in Article 7.2.3.

7.76.1 Mandatory scheduled call units. Scheduled call shall be mandatory for all Perioperative Services units, Adult Trauma ICU (limited to one (1) twelve-hour shift per nurse per scheduling period), PANDA, Care Management, Interventional Radiology, Cardiac Cath, Non-Invasive Cardiology, Home Infusion, Apheresis, and Transplant Coordinators, Dialysis Units (adult & pediatric), Pediatric Sedation, Endoscopy/GI, and ECMO Transport. Mandatory scheduled call may not occur in any other units, unless approved by mutual agreement with the Association and the Employer. The employer will make a good faith effort to avoid mandatory call. If the need still exists to add mandatory call to a unit, the parties shall meet to bargain this issue within thirty (30) days of the Employer’s notice. In the above-named units, call shall be assigned on a consensus-based UBNPC model or, if no such model yet exists on the unit, first on a voluntary basis and then on an equitable rotational basis (broadly defined per Section 7.6 above), in inverse order of seniority.
7.76.2 On-call staffing in acute care units. In each acute care unit, the UBNPC will assess whether the current on-call system on the unit is meeting the unit’s staffing needs. If either the UBNPC or the unit manager determines that the current system on the unit is not meeting those needs, then the UBNPC will meet to pursue alternative methods for meeting the unit’s staffing needs. If these efforts are not successful within three (3) months thereafter, the Employer will notify and offer to bargain with the Association over a new method for meeting the unit’s staffing needs, and the parties will proceed in accordance with ORS 243.698.

7.76.3 Voluntary On-Call Staffing in Adult ICU. A voluntary call system will be established in the Critical Care Cluster (including NSICU, MICU, CVICU, TSICU). Critical Care Specialty Float Pool nurses shall sign up for voluntary call shifts in their float pool through the staffing office.

UBNPC’s within the Critical Care Cluster, using an evidence-based approach, will evaluate the system annually in conjunction with the applicable staffing plan. The system will be reviewed as needed by the AURN Cooperative Committee. If the objectives for the call system have not been met after a minimum of six (6) months, the Employer will notify and offer to bargain with the Association over a new method for meeting the cluster’s staffing needs and the parties will proceed in accordance with ORS 243.698.

Nothing in this section shall be interpreted to limit the Employer’s right to establish and maintain voluntary call programs.

7.76.4 On-call following shift cancellation. In the Adult Intensive Care Units (ICU’s) and the Labor & Delivery Unit (does not apply to other units), the Employer may require employees whose shift(s) have been canceled to remain
on-call for the first four (4) hours of their shift(s) or one-half (1/2) of the length of their shift(s), whichever is greater. This applies to regularly scheduled shift(s) for regular and resource employees. Once called in, the employees are obligated to work the duration of the shift(s) they were originally assigned (unless released by the charge nurse). They shall receive on-call pay, including the on-call differential, for all hours of the shift, including hours in which the nurse was called in to work from on-call status. Released employees will not be required to be on-call for the remainder of their assigned shift unless they volunteer.

7.76.5 Modified mandatory call for senior nurses. Nurses with seniority of twenty (20) years or more shall be allowed the opportunity to have a reduced mandatory call obligation on their unit. The extent of the reduced obligation will be dependent on the number of senior nurses on the unit and the unit’s operating requirements, as determined by the manager in collaboration with the UBNPC.

7.76.6 On-call conditions. When an employee, including a resource nurse, is to be on-call, the following conditions shall apply:

d. a. The employee is required to leave word with the Employer where they/she/he can be contacted during a specified period of time or carry an active paging device as provided by the Employer. Employees may volunteer to use a personal device, however, no employee shall be compelled to use a personal device for access to OHSU’s paging system except temporarily due to emergency conditions, supply chain issues, or malfunctioning OHSU-owned equipment; and
b. The employee is required and must be prepared to immediately commence full-time work if the need arises.

**7.76.7 Work on next scheduled shift.** An employee who works while on call prior to the employee’s regularly scheduled shift, and who wishes to have a sufficient period of rest prior to returning to work for the scheduled shift, may request not to work a portion of that shift. The employee must make the request no later than the end of the on-call time worked, and must receive confirmation of the employee’s request from the Employer. The Employer agrees to make every reasonable effort to grant the employee’s request. The Employer may require the employee after eight (8) hours of rest (ten (10) hours of rest if the employee has worked 12 hours or more within a 24-hour period) to report to work for the remainder of the employee’s scheduled shift. When time off is granted, an employee may choose to use paid time off (i.e., either holiday/vacation or comp time) or take leave without pay. Such utilization shall not count as an occurrence under the Employer’s attendance policy.

**7.76.8 Annual review.** On-call scheduling and utilization will be reviewed annually consistent with budget time lines to determine the appropriate number and distribution of FTEs.

[move 7.7 to Modified Ops:]

**7.7 Operating Room (OR) Units Voluntary Standby Shifts.** A nurse shall be on standby status when they has volunteered to be on call, on Employer premises, and required to stay in house to be available for work outside their normal working hours. The term “available” shall mean waiting in readiness at the Employer’s facility with no previously assigned cases or tasks. An OR Registered Nurse shall be considered qualified for OR standby status if they have a minimum of one (1) year of OR experience, or less than one year if mutually agreed to by the nurse and the
Employer, and has completed orientation. **A private sleep room with a bed shall be provided. Section 9.3.1, 10.3, and 10.4 shall apply.**

7.89 **Clean-up Time.** Registered nurses who are required to wear special clothing in order to perform their assigned work shall be permitted a maximum of seven and one-half (7½) minutes, at the beginning of the shift and at the end of the shift, to clean up and to change clothes.

[move 7.10 & 7.11 to new article: 29 Modified Operations, Infectious Disease Management & Emergency Preparedness]

7.10 **Modified Operations.** The Employer may, in its discretion, decide to modify its operations for safety and security reasons, including natural disasters, pandemics, local and regional emergencies, and periods of inclement weather conditions. During modified operations the Employer may close selected portions of its operations, redeploy or cancel schedules of staff whose classification is not a critical function as defined under the Employer’s Modified Operations. In the event of modified operations being declared by the President or their designee, the following rules shall apply in lieu of the provisions of Section 7.12.3:

7.10.1 If the employee reports for her/his regularly scheduled shift without having received, at least one (1) hour prior to the start of the employee’s shift, either actual or constructive notice that his or her work area is closed, then she/he shall be paid for the full shift of work.

7.10.2 When modified operations require the closing or curtailing of operations after the employee reports to work, the employee shall be paid for the
remainder of her/his work shift. If the employee requests to stay at the work site, the Employer will make an effort to arrange overnight lodging at the work site.

7.10.3 When the employee’s work area remains open the employee shall suffer no loss of pay if she/he misses less than two (2) hours of work due to the inclement weather, provided the employee has made every reasonable effort to report to work as scheduled. Employees arriving late by two (2) hours or more shall be paid based upon actual hours worked.

7.10.4 When the employee’s work area remains open but the employee is unable to report to work because of conditions related to the modified operations (such as public transportation closures), the employee may use vacation or compensatory time or take leave without pay. At the discretion of the immediate supervisor an employee may make up time lost, provided it does not require the payment of overtime or premium pay.

7.10.5 If the Employer provides or pays for an employee’s transportation to work during modified operations because of a need to have the employee at work, then the Employer will also provide or pay for the employee’s transportation home at the end of the employee’s shift.

7.11 Inclement Weather When Modified Operations Not Declared. Because of the nuances of weather patterns and events, there are times OHSU itself may not be adversely impacted to a large degree by inclement weather though the locale of a nurse or nurses may be. However, for the individual nurse there is no difference in whether Modified Operations is declared or not.

While OHSU is running normal operations, an individual nurse may find that inclement weather has created adverse conditions for his/her personal commute to work.
at OHSU. Policy and contractual protections (7.10.3; 7.10.4) afford the individual nurse the agency to manage the undeclared weather event in their own and OHSU-shared best interests of personal safety. It is the responsibility of the nurse to stay informed about potential severe weather conditions and make appropriate plans to safeguard against transportation issues as is possible.

[New LOA]
Letter of Agreement – 2023 Transitions from Job Share to Equivalent FTE
All nurses holding job share positions on [insert date of ratification] will be transitioned to an FTE position equal to their current job share FTE level and will maintain their job share benefit levels, but no longer as part of a Job Share.

7.1012 Job Share. Employees may submit to their immediate supervisor requests to job share within their shift and unit. The supervisor has the right to approve or deny the request. The supervisor’s decision may be based on a variety of factors, including cost to the Employer and operational need. Within that context, job share arrangements shall be posted on the unit and be approved based upon seniority in an equitable manner.

7.1012.1 Withdrawal of job share participant. If a job share participant resigns or transfers from the job share position, the remaining position portion will be posted on the unit. If no one bids upon the remaining portion, the remaining nurse must return to the original position FTE.

7.11 Split Positions. See Section 5.4 for a definition of a split position. A Regular Nurse may request from management to have their FTE converted to a Split Position. Upon mutual agreement of managers in the applicable units and the nurse, the position shall be converted into a Split Position. Requests shall not be unreasonably denied.
7.1213 Shift Curtailment and Cancellation.

7.1213.1 **Shift curtailment.** Shift curtailment occurs when an employee does not work a portion of his or her scheduled shift due to lack of work. Nurses will be allowed to finish work for the day including charting and other documentation. **In procedure units, a reasonable effort will be made to provide advance notice; however, no such advance notice is required.** The Employer will not adjust the regular start time(s) of a shift(s) to avoid double back eligibility as outlined in Section 9.2. However, if an employee is curtailed during the last hour of the shift, the employee remains eligible for double back pay per Section 9.2. Employees shall not be curtailed more than once during any given shift. Employees may utilize accrued leave or leave without pay, at the employee’s discretion, for all curtailed hours.

7.1213.2 **Shift cancellation.** A shift cancellation occurs when an employee does not work any portion of the scheduled shift because of lack of work. The Employer may place the Adult Critical Care and Labor & Delivery employees on-call consistent with the provisions of Article 7.6.3. Other employees may choose to be on-call at the Employer’s request, or remain at home using accrued leave or leave without pay at the employee’s discretion.

7.12413.3 **Report pay and notice requirements.** An employee who reports to work for a scheduled shift without having received notice of shift cancellation or is curtailed will be paid for a minimum of four (4) hours or one-half (½) of her/his/her scheduled shift, whichever is greater. An employee who receives notice of shift cancellation at least two (2) hours prior to the beginning of the scheduled shift is not entitled to any minimum pay for the scheduled shift. An employee who receives notice of shift cancellation prior to reporting to work but
less than two (2) hours prior to the beginning of the scheduled shift will be paid for a minimum of two (2) hours. The obligation to pay under this paragraph will not apply when interruptions of work are caused by a condition leading the Employer to declare modified operations, except as provided in Article 29 Section 7.10. Nothing herein is intended to deny the Employer the right to require the employee to work during the period for which the employee is being paid.

7.12.513.4 Lack of work on a holiday. If a department anticipates a lack of work on or adjacent to a holiday, it shall make a reasonable effort to notify employees. When there is a general closing of a department for a day, on or adjacent to a holiday, the Employer will not be expected to grant the right to work to any employee in that department on that day. However, when work is available, an employee may make up the time, upon approval of the manager, provided it is in the same work week or extended work week and the work does not result in the payment of overtime.

7.12.613.5 Individual maximums. Curtailed FTE hours and shift cancellation hours, in the aggregate, shall not exceed forty-eight (48) hours per month nor two hundred and sixteen (216) eighty-eight (288) hours per fiscal year per employee. Curtailment or cancellation from a shift other than a nurse’s regularly scheduled FTE shift shall not count toward these maximums. If an employee agrees to shift curtailment or shift cancellation on a voluntary basis, those hours shall count toward these maximums. Nurses may choose to exceed these individual maximums.

7.12.743.6 Continuation of benefit accruals. Nurses can code their time in the Employer’s timekeeping system when they have the technical ability to do so, no later than July 1, 2021. Employees’ seniority and other accrued benefits shall accrue on all curtailed and canceled hours from a nurse’s FTE shifts (including required time off due to holiday-related closure of a unit).
regardless of whether the employee elects to use paid time off benefits. Starting on July 1, 2021, Nurses who are canceled or curtailed who choose to take the time unpaid with benefit accruals (REQ) shall directly code it as such in Kronos the Employer’s timekeeping system or, in extenuating circumstances, by completing a manual time correction.

7.12.8 Order of curtailment/cancellation. The order of employees to be curtailed/canceled shall occur in the following manner:

a. Daily assigned (per diem) agency nurses.

b. Travel/Agency Nurses/Non-bargaining Unit Nurses working above a forty (40) hour work week

c. Pivot Nurses picking up a shift outside their home unit

d. Resource working an incentive shift in addition to overtime (over 40 hours or scheduled shift length) or double back (not part of MRS requirement).

e. Regular nurses working an incentive shift in addition to working overtime (over 40 hours or scheduled shift length) or double back (not part of FTE requirement)

f. Nurses working overtime (over 40 hours or scheduled shift length) or double back (not part of FTE requirement)
g. Resource Nurses working an incentive shift (not overtime) (Nurse who agree to forgo incentive pay shall not be curtailed at this step) Nurses working a critical need incentive shift or other work incentive

h. Regular nurses working an incentive shift or other work incentive (not overtime) (Nurse who agree to forgo incentive pay shall not be curtailed at this step)

i. Volunteers

j. Resource nurses working beyond minimum shift obligation ("resource other") or nurses working beyond FTE requirement ("regular other") who signed up after the schedule was posted (to be curtailed/canceled in inverse order of sign-up)

k. Resource other who signed up prior to the posting of the schedule

l. Regular other who signed up prior to the posting of the schedule

m. Traveler nurses with a multiple week contract working within a forty (40) hour work week

n. Bargaining Unit Temporary Nurses

on. Resource nurses working minimum shift obligation

pe. Laid off nurses (in accordance with Section 20.5)

k. Temporary nurses

l. Traveler nurses with a multiple week contract
r.f.m. Nurses fulfilling their FTE requirements in their own unit (including nurses working a double back during their regularly scheduled shift and nurses filling interim positions)

Curtailment/cancellation shall occur on a rotational basis, in inverse order of seniority, except where operational needs of the unit may require otherwise. A regular nurse on the unit shall not be curtailed or cancelled for work on that unit before a Float Pool nurse. The intent of this provision is that nurses who are curtailed/canceled one day shall not be curtailed/canceled again until all other nurses regularly scheduled for that shift have been curtailed/canceled for approximately the same number of hours within the current fiscal year. Volunteer hours shall count in the rotation tally. Nurses who are canceled and who then find work in another area may not count the hours as part of a cancellation rotation.

7.12.913.8 Cancellation and Curtailment Process for Adult ICU. The Employer will maintain a cluster based cancellation and curtailment process in the Adult ICUs. The administration of cancellation/curtailment will be in accordance with Section 7.13.7, except that it will be managed at the cluster level and shall include all registered nurses staffing the Adult ICUs and the Critical Care Float Pool. A regular nurse on the unit may be curtailed or cancelled for work on that unit before a Float Pool nurse using the cluster level process. Charge nurses on the unit are responsible for advising the staffing office of the names of the nurses actually cancelled or curtailed for tracking purposes.

7.13 Non-bargaining unit nurses (including Traveler/Agency). Nurses not represented by the Association may be hired to perform work traditionally performed by Association-represented nurses, as long as such non–bargaining
unit nurses do not replace or cause the curtailment/cancellation of bargaining unit nurses. Posted shift vacancies that have not been filled by bargaining unit nurses within 24 hours of the shift start time may then be offered to non-bargaining unit nurses. Immediate shift needs shall be offered first to bargaining unit nurses before soliciting others. Non-bargaining unit nurses may only be contracted and scheduled for 36/40 hour contracts per week (36 for 12 hour shift schedules, and 40 for 10/8 hour shift schedules) for no more than a 1.0 FTE equivalent position. Mandatory Call shifts are in addition to the contracted hours only on designated mandatory on call units.

7.14 Predictable Temporary Unit Closures. If work in a unit or units is temporarily interrupted, thereby causing temporary closure of the unit(s), the following provisions will apply:

1. In the event of a predictable temporary unit closure that exceeds five (5) days, the following process will take place.

   a. Nurses in the closed unit will be notified at least twenty-four (24) hours if not sooner in advance of the start of the temporary closure.

   b. The Employer will offer the impacted nurses the opportunity to take vacation time during the closure period. The options in subparagraphs c and d below apply to nurses who do not exercise this option.

   c. Nurses may elect to take other voluntary time off or elect a combination of time off and work. In order to allow the Employer a reasonable opportunity to schedule effectively, the election will be made in advance and will apply to the entire closure period. The Employer and the Association will coordinate their efforts in seeking volunteers to take time off.
d. All elections to take other voluntary time off will be managed in blocks of time of at least three (3) scheduled work days during the time the nurse normally would have been scheduled to work.

e. Previously granted time off during a closure will not be rescinded without the nurse’s consent, even if there is a change in the projected closure period.

f. Nurses are otherwise expected to report as scheduled for assignment to units where they are qualified to work or to clinically related units where they are being offered cross-orientation.

g. A nurse is accountable for adherence to the elections he or she has made for the entire closure period. A nurse may request during the closure a change to the elections he or she has made. The Employer may approve the request but is not obligated to do so.

h. Regular nurses will have the opportunity to displace resource nurses on the work schedule if qualified to perform the work.

i. All involuntarily cancelled hours during a unit closure will count toward nurses’ individual maximums.

j. All voluntary cancellation hours among impacted nurses will count toward the individual maximums.

2. Temporary closure of a unit within the Adult Critical Care cluster will result in a reallocation of the work among nurses in the cluster, including float pool nurses. The rotational basis for cancellation will apply cluster-wide.
3. In accordance with Section 7.13.6 of the parties’ Agreement, nurses’ accrued benefits will accrue on all cancelled hours during a temporary closure.

4. The Employer maintains the discretion to determine whether a reduction in personnel is necessary at any time during a unit closure. In the event that a unit closure exceeds sixty (60) days, however, the Association may, on behalf of nurses impacted by the closure, require that the Employer invoke the layoff procedure in Article 20.

7.15 Floating.

7.15.1 Nurses required to float within OHSU inpatient or outpatient areas will receive adequate orientation. Unit orientation will be developed by UBNPC’s.

7.15.2 Nurses required to float shall receive a patient assignment taking into account the nurse’s training and experience. Nurses shall seek guidance for those tasks or procedures for which they have not been trained. Nurses who encounter difficulty related to floating should report these to the appropriate nurse manager. Unresolved issues may be referred to the UBNPC or PNCC for review and follow-up as necessary.

7.16 Specialty Float Pool Structure. Staffing shall be by specialty cluster in accordance with Float Pool job descriptions. Specialty clusters may be subject to future expansion to include, in the Employer’s discretion, designated ambulatory care units and additional inpatient units. Addition of new Float Pools will require mutual agreement on a Letter of Agreement with the Association and Management.