ONA/Peace Harbor Medical Center (PHMC) Contract
Ratification Vote Process

A ratification vote on the tentative agreement to renew your ONA contract will be held online only due to current COVID-19 precautions. A link to the vote will be sent out via email on Tuesday, March 31. The vote will close on Sunday, April 5 at 11:45 p.m. Please make sure ONA has your current email and permission to send you emails by visiting the ONA website. Refer to information on the last page for how to ensure you are receiving ONA emails.

Your ONA/PHMC bargaining team is recommending a “yes” vote.

Summary of Tentative Agreement

New contract sections and language, when quoted in full, are noted as underlined. Deleted language noted with strike through.

Article 3 Definitions

- 3.2 amends definition of full-time nurse from 40 hours to 36 hours
- Term “relief nurse” changed to “per diem”
- 3.4 Allows nurses to switch between the per diem and per diem no differential classification with sixty days’ notice to manager.
- 3.4.1 Per Diem Nurse
  - Provides for a four-week period of non-availability every six months using a rolling lookback.
  - Eliminates provision that allowed a nurse with five years in a benefit eligible position to become per diem with no availability requirements.
- 3.4.1 Per Diem No Differential; a per diem nurse with fewer availability requirements than a Per Diem nurse who receives no differential on their base pay.
  - Availability requirements to be determined by manager and nurses in the unit.
  - Provides for a four-week period of non-availability every six months using a rolling lookback.
- 3.4.3 Per Diem No Differential Posting at Nurses Request
  - Nurses who have been employed at PHMC for more than ten years can request a per diem no differential position be posted, and the manager must post the position. This is limited to one nurse request per unit per year unless the manager agrees to post additional positions upon request. Position shall be awarded based on seniority.
Article 6 Employment Status

- 6.3 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.
- 6.4.3 Reports to OSBN. The Medical Center shall notify the Association and the impacted nurse if it reasonably believes it will or may need to report a bargaining unit nurse to the Oregon State Board of Nursing.

Article 7 Grievance Procedure

- 7.3 Grievance Steps
  - Extends timelines for grievance steps from 15 days to 21 days
  - Adds an option for mediation prior to moving to arbitration.
- 7.9 Release Time: adds “investigatory meeting” to list of meetings for which a nurse steward shall be provided paid release time when representing a member.

Article 8 Hours of Work

- 8.2 Meal and Rest Periods. In accordance with OAR 839-020-0050, Nurses will receive a Meal and Break periods as defined in the regulations. A Nurse will receive one unpaid meal period of 30 minutes if their shift is at least six hours but less than 14 hours. A nurse will receive two unpaid meal periods of 30 minutes if their shift is at least 14 hours but less than 18 hours and 1 minute. A nurse will receive The parties acknowledge the requirements and importance of rest and meal periods for nurses. The basic workday shall be eight (8) hours to be worked within eight and one-half (8 ½) hours, including a one-half (1/2) hour unpaid, duty free meal period; and one fifteen (15) minute paid rest period during each four (4) hour period of work. The Medical Center must maintain each unit's staffing plan at all times throughout the shift including during meal and rest break coverage. If a nurse is not able to take a 30-minute meal period, the nurse will be paid for such 30 minutes. Missed break or meal periods due to patient care requirements or accurate reporting of missed meal or rest periods shall not constitute a basis for disciplinary action. (moved to other sections of Article 8)
  - 8.2.1 At the request of a nurse, a rest period may be allowed in conjunction with the meal period or combined with another rest period and taken separately from the meal period. Every reasonable effort will be made by managers or designee to accommodate such requests.
  - 8.2.2 If a nurse is unable to take a 30 minute meal period or rest period(s) they shall notify their manager or designee and they shall attempt to provide the manager or designee with enough advance notice so they may attempt to arrange for the nurse to receive their required meal and/or break(s). If a nurse is not able to take a 30-minute meal period, the nurse will be paid for such 30 minutes.
  - 8.2.3 Discussion between the manager and a nurse regarding missed meals or breaks, or the accurate reporting of missed meals or breaks, shall be conducted in private.
- 8.5 Alternate Shift Lengths. Shifts may consist of 8-hour, 9-hour, 10-hour, or 12-hour shift lengths. The employer and a nurse may mutually agree, in writing, to a shift length that is not considered to be the standard shift length on a unit.
• **8.10 Floating Assignments.** Nurses shall receive float assignments consistent with their skills, competencies, and the patient population to which they are oriented. If a nurse determines in his/her professional judgement that he/she is not unit competent for the float assignment, the nurse may indicate the reasons why, at the time of the assignment, to the designated individual in charge of the unit to which the nurse has been assigned to float, in an attempt to mutually agree on an accommodation. Floating assignments shall be made in the following order:
  - 1. Volunteers
  - 2. Agency, traveler, and temporary nurses
  - 3. Float Pool or Assignment
  - 4. Equitable system of rotation among the remaining nurses on the unit.

  o **8.10.1 Equitable System of Rotation.** The system of rotation shall be in accordance with float guidelines established between the unit manager(s) and a majority of the nurses on the nursing unit. These float guidelines shall be in writing and available for review on each nursing unit. A system for tracking floating data will be developed and maintained on each unit so that all nurses shall have the ability to view such data. At a minimum, nurses assigned to float will receive or will have previously received basic information needed to work on the unit, including unit layout, location of supplies, and essential unit protocols prior to receiving a patient assignment.

  o **8.10.2 Preceptors.** A nurse who is assigned primary preceptor duties shall not be subject to the float rotation for the shift in which they are precepting.

  o **8.10.32 Obstetric Nurses.** Obstetric Nurses floated to other units shall not be assigned a primary patient assignment. However, they may be asked to float and provide supplemental assistance. Such supplemental assistance shall be limited to duties from which the Obstetric nurse can be immediately released from in order to care for an obstetric patient.

**Article 9 Compensation** (All increases to go into effective the first full pay period following ratification unless otherwise noted.)

• **9.4 Charge Nurse Differential.** Charge nurse differential increasing from $3.20 to $3.60. Relief charge nurse differential increasing from $2.25 to $2.65. Effective the first full pay period following July 1, 2023, the charge nurse differential shall increase to $3.75 per hour and relief charge nurse to $2.80 per hour.

• **9.5 Shift Differential.** A nurse who works three (3) or more hours than half her/his shift between 1500 and 2300 hours shall receive a shift differential of $2.50 to $2.80 per hour for the hours worked during the aforementioned time period. Effective the first full pay period following July 1, 2023 the evening differential shall increase to $2.70. A nurse who works three (3) or more hours than half her/his shift between 2300 and 0730 hours shall receive a shift differential of $6.70 to $7.15 for the hours worked during the aforementioned time period. Effective the first full pay period following July 1, 2023, the night differential shall increase to $7.50.

• **9.6.1 On-Call for Surgical Services.** In lieu of the amount in Article 9.6 regular and per diem nurses in surgical services, who are on-call for more than eighty sixty-four (64) (84) hours in a four (4) week scheduled cycle will receive double the call rate $10.00 per hour for all on-call hours in excess of said eighty sixty-four (64) (84) hours.
• 9.6.2 On-Call for Home Health and Hospice. In lieu of the amount in Article 9.6, Home Health and Hospice nurses who are on call are on-call for more than sixty-four (64) hours in a four (4) week scheduled cycle will receive $10.00 per hour for all on-call hours in excess of said sixty-four (64) hours. Scheduled for more than sixty-four (64) hours on-call in a scheduled five (5) week cycle will receive double the call rate for all on-call hours in excess of said sixty-four (64) hours.

• 9.7 Telephone Consultation by Home Health Nurses. Removes the provision that a nurse has an excess of 15 cumulative minutes of work in order to be paid for time worked when on call.

• 9.9 Weekend Differential increasing from $1.75 to $2.00

• 9.10 Certification Pay increasing from $1.00 to $1.75

• 9.15.2 Consecutive weekends adds new language defining “weekend”: a. A weekend is defined as Saturday and Sunday for the first and second shifts. For the third shift, a weekend is defined as Friday and Saturday or Saturday and Sunday, as designated by the Medical Center upon a nurse’s employment or subsequently upon a nurse’s change of unit, shift, hours, or position title.

• 9.15.3 Unscheduled shifts. All regular hours worked in excess of 32 hours in a workweek by regularly scheduled nurses as a result of volunteering for remaining unscheduled shifts after the schedule has been posted. For nurses who are regularly scheduled to work 30 hours per week, this threshold shall be 30 hours. The foregoing thresholds shall include low census hours. When the shift is designated by the Employer as eligible for Unscheduled Shift pay, regularly scheduled nurses who are Employer shall notify the nurse if the shift has been designated as an Unscheduled Shift at the time of the request. Regularly scheduled nurses who are specifically requested by the Employer to work in excess of their regularly scheduled hours shall also be entitled to this pay.

• 9.18 Advanced Education Pay. Nurses holding a baccalaureate degree in nursing (BSN) will be compensated three-four percent (3 1/4%) above the applicable Appendix A rate. Nurses with a master’s degree in nursing (MSN) will be compensated four-five percent (4-5%) above the applicable Appendix A rate.

Article 10 Paid Time Off

• 10.4 b. Requests for PTO shall be made within six (6) months prior to the desired date(s) requested. No earlier than the first (1st) of the month that is six (6) months prior to the month during which the PTO is to be taken. Such requests shall be made no later than the tenth (10th) of the month prior to the month during which the PTO is to be taken (e.g., February 10th would be the deadline for March requests).

Article 11 Leaves of Absence

• 11.1.1 Adds the word “personal” to this article to make it clear the article is referring to personal leaves of absence.

• 11.5 Bereavement leave A nurse who has experienced a death of a significant person in the family life of the nurse will be granted up to thirty-six (36) hours shifts with pay within fourteen (14) sixty (60) consecutive calendar days from notice of death.
Article 12 Seniority

- 12.4 Bargaining Unit Lists added language “Seniority lists shall be posted.”

Article 13 Posting of Vacancies

- 13.2 c. Trial transfer period. A staff nurse who transfers from one unit to another shall be on a one-month trial period following orientation, as long as such trial period does not extend beyond two (2) months from date of transfer. If, during such trial period based upon performance, the Medical Center or the nurse determines that the nurse should not be continued in the new position, the nurse shall be returned to his/her former position (if available), with in-unit seniority restored, or to his/her original unit and shift as a per diem nurse.

Article 14 Layoff/Recall

- Article 14.1 Reduction in Force
  - Extends the period for required notice of a reduction in force (RIF) from 14 to 30 days. Extends other time frames for a nurse to exercise rights of seniority from 14 to 30 days and for nurses who are displaced by another nurse to exercise their rights from 5 to 14 days.
  - Adds specific reference to ability to access severance benefits
  - Adds language to freeze hiring for open positions during a RIF
  - Adds language requiring hospital to rehire laid off nurses prior to hiring per diem or travelers for work that had been done by laid off bargaining unit members.
- 14.3 Work Force Reorganization: New article providing process and timeline for unit reorganizations.

Article 15 Health and Welfare

- 15.1 Health Insurance Benefit Program: added “critical illness insurance” and “accident insurance” to list of employer’s program benefits.
- 15.11 Insurance Expenses incurred at PeaceHealth Facilities. Nurses covered under PeaceHealth Health Insurance plans who have outstanding balances to PeaceHealth Facilities and/or providers will be offered a reasonable payment plan upon request. Nurses that comply with the payment plans will not be subject to further collections or garnishment.
- 15.8 Premium Reduction Program. The Medical Center will continue to offer a Medical Premium Assistance Program through the duration of this Agreement. Through this benefit, eligible Nurses may receive financial assistance to cover 100% of the cost of their Employer provided medical premiums.
  - Participation in this program is based on total household income and the Federal Poverty Level, as determined by the U.S. Department of Health and Human Services. Employees whose household income is less than 250% of the Federal Poverty Level will be eligible to receive a health insurance plan at no premium cost to the employee for themselves and eligible dependent(s) the first of the month following the approval of their application.
• **15.9 Employee Discount.** The Medical Center will offer Nurses and their dependents covered under Employer medical plans the most favorable discount for services rendered at PeaceHealth facilities, providers and laboratories.

• **15.10 Enhanced Chronic Condition Program.** Nurses and covered dependents enrolled in the Enhanced Chronic Condition Program are eligible to receive free preventive medications, including diabetic testing supplies. These chronic conditions covered under this program include: diabetes, COPD, asthma, congestive heart failure, coronary artery disease, and hypertension.

**Article 16 Professional Development**

• **16.2 Professional Development Fund:** Increasing from $20,000 to $30,000 July 1, 2020, increasing to $35,000 effective July 1, 2022.

• **16.5 Leave and Fund Guidelines:** Individual nurses allotment increasing from $750 to $1,000 per fiscal year.
  o **16.5.1 Allocation.** The appropriate Medical Center official(s) and the Professional Nurse Care Committee shall determine eligible uses of funds and education days from this budget. The appropriate Medical Center official(s) shall be responsible for administering the funds and education days.
  o **16.5.2 Criteria for use.** New language: The Medical Center may require nurses to make oral and/or written presentations regarding their education experience to other Medical Center staff. In addition, if a nurse utilizes the funds and does not attend the bona fide education they shall not be compensated for their time or the cost of such education.

• **16.6 Training and Inservice Presentations:** New language Nurses required to travel outside of the Florence area for such training shall be paid for time spent traveling, so long as the training is approved by their direct manager in advance.

• **16.9 Required Certifications** (formally entitled Additional Paid Educational Functions) New language Nurses who are unable to schedule a class due to scheduling conflicts shall consult their Nurse Manager or designee to determine opportunities to obtain the certification, at least sixty (60) days prior to expiration. If a nurse and the nurse manager are unable to resolve the scheduling conflict(s) the nurse may be compensated for all regular hours the nurse would otherwise have worked on that shift.

**Article 21 Duration** - 4-year contract expiring March 31, 2024.

**Article 22 Committees**

• **22.2 Workplace Violence Prevention Committee (New article)**
  o Establishes that PHMC will form a Peace Harbor Workplace Violence Prevention Committee (PHWVPC)
  o 22.2.1 Provides three nurses including one from Home Health and Hospice, to be appointed by ONA, with paid time to participate on both the PHWVPC and the Oregon Network WVPC.
  o 22.2.2 The PHWVC will meet at least quarterly for 90 minutes. Nurses serving on the committee will receive an additional 60 minutes of paid time quarterly for preparation and sub-committee work
• **22.3** Labor Management Health Benefits Committee. (New Article) PeaceHealth Peace Harbor Medical Center shall provide two ONA represented nurses with paid time to participate in the Labor Management Health Benefit Review Committee which is convened at Sacred Heart Medical Center. One of these nurses shall be a Peace Harbor Home Care Services nurse. The nurses will be provided with technical support in order to participate remotely. These nurses will be appointed by the Association.

Appendix A Wages

- **A.** Steps and Step Advancements. Creates a new step 15 effective July 1, 2022
  - The time period for advancement to Step 15 shall be four (4) years of service at Step 14.
  - Effective the first full pay period following July 1, 2022, nurses will move from Step 14 through Step 15 after four (4) years of service as a nurse at the previous step.
  - Effective the first full pay period following July 1, 2022, nurses who have been at Step 14 for four (4) years or more as of the beginning of the first full pay period July 1, 2022 will move to the new Step 15 and will have that the date in which they move to step 15 as their new anniversary date for purposes of subsequent step advancement.

- **B.** Wage Increases

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Appendix D Severance: New Appendix outlining rights for taking severance in event of a reduction in force.

Memorandum of Understanding Professional Nurse Advancement Program (PNAP):

- PeaceHealth Peace Harbor Medical Center and the Association are committed to the professional development, satisfaction, recruitment, and retention of nursing staff and agree that a Professional Nurse Advancement Program (PNAP) would provide an opportunity for staff nurses to grow and advance professionally. Should the Medical Center implement a PNAP program for nurses at Peace Harbor Medical Center, it shall first notify the Association by providing the program information via email. If requested by the Association, the parties shall meet, within 30 days from the date of the notification, to bargain the impact of implementing such program. If the Association fails to request a meeting within this time period, the failure to act shall constitute a full and unequivocal waiver of the Association’s right to bargain the impacts of the implementation.

If the Medical Center fails to implement a PNAP program within three years of ratification of this agreement, the Medical Center shall be obligated to meet and discuss the implementation of the program with the Association, with the intention of coming to an agreement on such implementation.

Memorandum of Understanding Labor Management Committee Discussion of Call Burden for Surgical Services & Homes Health and Hospice

- Upon ratification of this agreement, the parties agree to convene labor management committee (LMC) within 30 days to meet and discuss on how to reduce the call burden experienced by Operating Room nurses and Home Health and Hospice. The discussions for each unit shall be held separately. Operating Room nurses will be included in the discussion for their unit. Home Health and Hospice nurses shall be included in the discussion for their unit. Topics to be discussed shall include but not be limited to staffing, incentive pay, and rotation of call.
Don’t Miss Important ONA Emails

ONA wants to make sure all members receive timely communications, ensuring you have the most up-to-date information on your contract, bargaining issues, upcoming votes, nursing research, practice issues and workplace policies. If you are not receiving ONA emails, we can help.

First, check to make sure ONA emails are not being filtered into a junk, spam or clutter folder. Many email providers, have built-in spam/junk filters or blockers. The filters are intended to prevent you from getting junk mail or spam, but can unintentionally block emails you want to receive. If ONA emails are in one of these folders, flag them as “not junk” and add News@OregonRN.org to your safe sender list.

If there are no ONA emails in those folders and you still aren’t receiving ONA emails, there are various potential causes listed to the right.

You can fix most problems by simply emailing ONA at News@OregonRN.org with your name, personal email address and the name of the facility you work at in the body of the email and saying you want to be added to ONA’s email list.

Common Reasons for Not Receiving ONA Emails

1. Spam/Junk Filters: Emails from ONA are being flagged as junk or spam by your email service provider.

2. No Email: ONA does not have an email on file for you.

3. Bad Email: ONA has an incorrect or outdated email on file.

4. Blocked: Due to several failed delivery attempts, our system has stopped attempting to send emails to your email address.

5. Opted Out: You have opted out of receiving emails.

6. Work Email Filters: Some health care systems filter out ONA emails so nurses don’t receive ONA-related emails. This is why we encourage nurses to use their personal email addresses instead of work emails.

Fixing Problems to Receive ONA Emails

1. Check your junk/spam/clutter folder for ONA emails: Flag ONA emails as “not junk/spam” and add News@OregonRN.org to your safe sender list.

2. Email ONA: To fix reasons 2-6, simply email ONA at News@OregonRN.org, and include your name, personal email and facility you work at in the body of the email.