ARTICLE 4 – HOURS OF WORK

4.1 Basic Workweek. The basic workweek shall be forty (40) hours in a designated seven (7) day period, commencing at the start of the first shift that starts at or after 0001 on Sunday.

4.2 Meals and Breaks. During each nurse’s workday, the nurse shall receive the following:

4.2.1 The parties acknowledge the legal requirements and the importance of rest and meal periods for nurses. The parties further acknowledge that the scheduling of regular rest periods requires appropriate staffing and scheduling, teamwork, professional accountability and active charge nurse involvement. The parties therefore agree as follows:

4.2.1.1 Scheduling of breaks is best resolved by unit-based decisions, where the affected nurses are involved in creative and flexible approaches to the scheduling of rest periods and meal periods.

4.2.1.2 Each unit will determine what reasonably available information will help inform reviews of meal and break use. The units will then use that information to develop a process for scheduling nurses for the total amount of rest and meal periods set forth in this section, to be included in their staffing plan.

4.2.1.3 The process must be approved by the unit manager.

4.2.1.4 The preferred approach is to relieve nurses for two 15-minute rest periods and one 30-minute meal period within an 8-hour shift or three 15-minute rest period and one 30-minute meal period in a 12 hour shift; however, a break and meal period may be combined during the middle four (4) hours of the nurse’s shift, when practical.

4.2.1.5 If a nurse is not able to take any break or meal period, it is the nurse’s responsibility to talk in a timely manner with their charge nurse, or supervisor if the charge nurse is unavailable, about potential alternative meal or break periods. If a nurse is not able to take a 30-minute uninterrupted meal period, the nurse will be paid
4.2.1.6 In the event nurses on a particular unit or units have concerns about the implementation of paragraph 2 or about the availability of meal periods or breaks on the unit in general, the concern may be raised with the Labor Management Counsel or the appropriate unit-based committee of their clinical division, in addition to the remedies provided by the grievance procedure.

4.2.1.7 There will be no retaliation for reporting or recording missed meals or breaks.

4.2.2 One paid fifteen (15) minute rest period during each four (4) consecutive hours of work. Insofar as practicable, the breaks shall be near the middle of such work duration.

4.2.3 For each work period of more than six (6) hours, one uninterrupted meal period of one-half (1/2) hour on the nurse’s own time, subject to the provisions below: The Medical Center will make good faith efforts to allow the nurses to take the meal period near the middle of the nurses’ shift, subject to operational and patient care needs. If a nurse is specifically requested by the Medical Center to remain at or return to return to his/her duty station during a meal period, such period shall be paid time.

4.2.4 The Medical Center acknowledges the importance of breaks and meal periods to the nurses. The parties further acknowledge that the provision of regular rest periods requires appropriate staffing and scheduling, teamwork, professional accountability and charge nurse’s involvement and may not be possible due to the nature and circumstances of work in an acute care facility (including emergent patient care needs, the safety and health of patients, availability of other qualified nurses to provide relief, and intermittent and unpredictable patient census and needs). It is understood that a missed break or meal period due to any of the above referenced situations is not a basis for disciplinary action. The parties therefore agree to the following:

4.2.4.1 Scheduling of breaks is best resolved within the unit—
based Practice Council where the affected nurses are involved in creative and flexible approaches to the scheduling of rest and meal periods.

4.2.4.2 Each unit will utilize missed meal and break information to develop a plan for scheduling nurses for the total amount of rest and meal periods set forth in this section, to be included in their staffing plan and subject to the following:

4.2.4.2.1 The UBPC plan must have the agreement of the unit manager and then be made available to the staff.

4.2.4.2.2 The preferred approach is to relieve nurses for two 15-minute rest periods and one 30-minute meal period within an 8-hour shift. Shift-based variances from the preferred approach may be made with the approval of the charge nurse on duty or the supervisor, if the charge nurse is not available.

4.2.4.2.3 The charge nurse/supervisor or manager will make reasonable efforts to provide the nurse with such break(s) or meal period. If a nurse believes that he or she is unable to take the breaks or meal periods described above, the nurse will inform his or her charge nurse (or supervisor, if the charge nurse is not available) as soon as possible. If the charge nurse is unable to provide assistance the nurse may contact the House Supervisor for assistance.

4.2.4.3 Consistent with ORS 653.077, nursing mothers who are breastfeeding a child age 18 months or younger will be entitled to additional break time of up to fifteen minutes (for a combined total of up to 30 minutes) as provided under state law. Spaces are provided for this purpose.

4.2.4.4 Each unit will review its written plan on no less than an annual basis to determine whether revision to the plan is necessary. Such revision will take place with input from the nurses on that unit as to whether the nurses are regularly receiving the opportunity to take meal periods and
breaks. Each annual review will include a list of practices on the unit that have been successful in allowing nurses to regularly receive meal periods and breaks, as well as any challenges. This analysis will be provided in writing to the house-wide Staffing Plan Committee. The Staffing Plan Committee will maintain a list of the various successful practices on breaks and meal periods in the different units throughout the Medical Center, which will be made available to each unit-based practice council.

4.3 Overtime. 4.3 Except for nurses regularly scheduled to work 10-hour or 12-hour shifts, overtime compensation will be paid at one and one-half (1½) times the nurse’s regular straight-time hourly rate of pay for all hours worked either (1) in excess of forty (40) hours in each workweek; or (2) in excess of eight (8) hours in each day or 80 hours in a work period of fourteen (14) consecutive days, if pursuant to an agreement or understanding in writing between the nurse and the Medical Center.

4.3.1 For nurses regularly scheduled to work 10-hour shifts, overtime compensation will be paid at one and one-half (1½) times the nurse’s regular straight-time hourly rate of pay for all hours worked either (1) in excess of forty (40) hours in each workweek, or (2) in excess of ten (10) hours in a day.

4.3.2 For nurses regularly scheduled to work 12-hour shifts, overtime compensation will be paid at one and one-half (1½) times the nurse’s regular straight-time hourly rate of pay for all hours worked either (1) in excess of forty (40) hours in each workweek, or (2) in excess of twelve (12) hours in a day.

4.3.3 Overtime compensation will also be payable for all hours worked in a shift in excess of the nurse’s regularly scheduled shift duration. If the nurse has more than one regularly scheduled shift duration, the applicable shift duration for determining eligibility for overtime compensation under this section will be the duration specified for the shift to be worked.

4.3.4 When the applicable shift duration for determining eligibility for premium pay is less than 8 hours, excluding meal periods, overtime compensation will be paid only for hours worked in excess of 8 in the shift.
4.3.5 If a nurse is asked by another nurse to cover that nurse’s shift, the nurse providing such coverage will be compensated at straight time for the length of that shift and will only receive daily overtime compensation for hours worked in excess of that shift’s scheduled length.

4.4 Authorization of Overtime. When the need for overtime reasonably can be anticipated the nurse must obtain authorization in advance from the charge nurses on duty or the supervisor, if the charge nurse is not available.

4.5 Notice and Report Pay. Nurses who are scheduled to report for work and who are permitted to come to work without notification from the Medical Center (and such notice occurs if the Medical Center leaves a message on the nurse’s phone) that no work is available in their regular assignments shall perform any nursing work to which they may be qualified and assigned.

4.5.1 If a nurse is not needed by the Medical Center and is not notified before the start of the next shift that he/she would have otherwise worked, he/she shall receive 3 hours’ pay in accordance with the provisions of this section.

4.5.2 The provisions of this section shall not apply if the lack of work is not within the control of the Medical Center or if the Medical Center makes a reasonable effort to notify the nurse by telephone not to report for work at least 90 minutes before his/her scheduled time to work. Nurses should notify the Medical Center of absence from work because of illness as far in advance as possible, but at least 90 minutes before the start of the shift.

4.5.2.1 If the Medical Center notifies a nurse that the nurse is not needed pursuant to Article 4.5.2 and then, before the start of the nurse's regularly-scheduled shift, determines that the nurse is needed to work, the nurse is not required to report to work. If the nurse does agree to report to work, the nurse will be paid from the beginning of his or her regularly-scheduled shift, provided that the nurse actually arrives at work within a reasonable time (with consideration given to the time needed by the nurse to drive to work). If the nurse has been placed on standby and is then
called to report to work within 30 minutes of the start of the shift, the shift is still treated as a standby shift for purposes of call-back pay.

4.5.3 It shall be the responsibility of the nurse to notify the Medical Center of his/her current address and telephone number. Failure to do so shall exempt the Medical Center from the notification requirements and the payment of the above minimum guarantee.

4.6 Exhaustion. The parties jointly agree and recognize the importance that nurses only report to work if they are sufficiently rested to provide safe patient care. If a nurse works substantially longer than his/her scheduled shift the nurse will be offered a ten (10) hour rest period in accordance with the Nurse Staffing Law. Appropriate use of this provision will not be the basis for discipline nor will the Medical Center retaliate against any nurse who makes appropriate use of this provision.
ARTICLE 5 – WORK SCHEDULES

5.1 Work Schedules. The Medical Center and the Association support and encourage flexible scheduling practices. Schedules are best developed at the unit level. The Medical Center and the Association recognize that schedules impact staff ability to plan for life outside of work. Work schedules will be prepared for three (3) consecutive pay periods, which will be posted two (2) weeks before the beginning of the first of such pay periods. Prior to posting of the schedule, the Medical Center will make every effort to schedule bargaining unit nurses, including per diem nurses. No changes will be made to the schedule, once posted, without the nurse’s consent and the manager/supervisor’s approval.

5.2 Weekend Schedules. The Medical Center will continue its current policy of scheduling every other weekend off for Full-Time and Part-Time Nurses unless a nurse agrees voluntarily to work more frequent weekends in writing. (e.g., by using the alternate schedule forms or by the nurse entering his or her own schedule preferences in Kronos). Nurses will not be scheduled for consecutive weekends without their consent. If the Medical Center determines based on operational and patient care needs (provided that such discretion is not exercised arbitrarily), that weekend work can be less frequent than every other weekend, such schedules are permitted by this Agreement. If the Medical Center determines that there can be less frequent weekend work, preference for such reduced weekend work will be offered on a bargaining unit seniority basis, to the extent reasonably feasible.

5.3 Unit Based Scheduling. The Medical Center and Association support collaboration and self-scheduling. The Medical Center will seek input from the nurses in a given unit in creation of the schedule for that unit as self-scheduling promotes accountability and responsibility that leads to job satisfaction and personal growth.

A) The Medical center and the Association will allow unit based staff scheduling for any unit that has a consensus of the unit’s nurses for this practice.

B) The nurse or team of nurses assigned to the unit will take and maintain responsibility for assigning RNs into the unit’s core schedule according to the provisions of this Agreement, core staffing guidelines, and the unit’s staffing plan.
1. The nurses or team of nurses will be nominated and elected by a majority of nurses on the unit annually.

C) Units making use of this provision will determine their scheduling process, and assignments of the RN’s into the core schedule will be a fair and equitable process.

1. Core schedules developed at the unit level and are maintained in Kronos Advanced Scheduler.

D) After the nurses or team of nurses have created the unit schedule, the manager will ensure the schedule is balanced or will make changes to balance the schedule.

E) The Association agrees that the nurse manager for such units has final approval for each schedule in a manner that is not arbitrary or capricious.

5.3.1 Schedule Regularity. Nurses do not have a guarantee of regular days off. The Medical Center will, however, make reasonable efforts to maintain regularity in nurses’ scheduling patterns, consistent with patient care needs, and will, in good faith, attempt to equitably distribute such deviations among nurses on the unit and shift. When there are significant changes to the schedule, the Medical Center will discuss the proposed change(s) with the affected nurse(s) and will provide at least 14 days’ notice of significant changes.

5.3.1.1 The Medical Center will attempt to avoid scheduling nurses with only a single day off between work days (unless such nurses provide written consent to the contrary).

5.3.2 Different Shifts. A nurse will not be required to alternate or work on a different shift, without the nurse’s consent.

5.3.3 Start/Stop Times. If it is necessary for the Medical Center to temporarily or permanently alter a nurse’s start/stop time, the following provisions apply:
5.3.3.1 The change must be made and the nurse must be notified prior to the time the schedule is posted;

5.3.3.2 There may be no more than a two (2) hour variance; and

5.3.3.3 The Medical Center must first seek volunteers from others on the unit and, if there are no such volunteers, the change will be made for the least senior qualified nurse on the unit and shift.

5.3.3.4 The Medical Center may initiate such changes to start and stop times no more than twice in any rolling twelve (12) month period.

5.4. **Variable Shifts.** The Medical Center may create and post positions that require the nurse holding such a position to work variable shifts, meaning a position without a regular shift worked. When the Hospital fills such a position, the Hospital will work with the nurse to minimize the impact of the variable shifts by communicating and collaborating with the nurse in the development of the nurse’s schedule. Unless a nurse is hired into a variable shift position, he or she will not be required to work on variable shifts without the nurse’s consent. The Medical Center will create no more than one variable shift position for each unit/department, except for those units/departments that have 40 or more nurse positions, in which case the Medical Center may create up to two such positions for each unit/department.

5.5 **Work Beyond FTE.** A nurse will not be required to work beyond his or her FTE, except in emergent circumstances.

5.6 **Floating.** All nurses on a unit may be required to float to another unit in the Medical Center, per the Floating Guidelines attached as Exhibit 1, (approved 2 8 18) with a minimum of one shift of orientation per year, prior to floating to another unit. However, a nurse will not be required to float to another unit when a qualified share-care, agency, traveler or other non-core staff RN (who has been oriented to float to the other unit) is working on the home unit.
5.7 **Per Diem Nurses.** After scheduling regular nurses, the Medical Center will identify holes (or gaps or open shifts) in the schedule, which may include pending vacation/PTO requests for holidays. The manager on a unit will communicate those holes to the per-diem nurses. From among the holes in the schedule, a per-diem nurse will indicate hours for which he/she is available. Per-diem nurses in a unit will be offered the opportunity to be placed on the schedule prior to temporary or agency nurses working in that unit. Per diem nurses in a unit will be offered the opportunity to commit to available work before such work is contracted for a unit to traveler nurses (at the time of contracting).

5.8 **Extra Shift Availability.** The Medical Center will make good faith efforts to notify nurses of the availability of extra shifts as soon as practicable once extra shifts become available.

5.9 **Negotiating Team Schedules.** The medical center staff and negotiating team shall strive to schedule bargaining sessions sufficiently in advance to allow nurse to schedule their work around bargaining dates. The members of the Association negotiating team will attempt to adjust their schedules to accommodate negotiations including arranging for schedule trades, if they are unsuccessful, the members of the negotiation team should alert their managers as soon as possible, who will, when possible, release members of the negotiating team from scheduled shifts to attend negotiation sessions, subject to patient care needs and the operational needs of the Medical Center. If there are conflicts that cannot be addressed through shift trades, the medical center agrees it will release five members of the negotiating team from their scheduled shifts to attend negotiations sessions on unpaid time without requiring them to use PTO. If there is an urgent patient care or operation need that prevents the nurse’s release, the Medical Center will notify the Association and the nurse and the parties can determine whether to cancel the bargaining session.
ARTICLE 6 – NURSING PRACTICE

6.1 Healthy Work Environment. The Medical Center, ONA, and the nurses at the Medical Center have a joint commitment and a shared interest in providing a healthy work environment, to support and foster excellence in the provision of patient care. The parties echo the statement from the American Association of Critical-Care Nurses that the nursing shortage cannot be reversed without a healthy work environment that supports excellence in nursing practice. Toward that end, the parties are committed to working together to address the elements of a healthy working environment and acknowledge the AACN statement: “Healthy work environments do not just happen. Therefore, if we do not have a formal program in place addressing work environment issues, little will change.”

6.2 Reporting of Concerns. The Medical Center supports and encourages nurses to raise and document any staffing concerns, without fear of retaliation. For specific staffing concerns, a nurse may use the Staffing Request and Documentation Form (SRDF). Nurses will submit completed forms, to their manager, and the co-chairs of the House-Wide Staffing Committee. A nurse requested by the Medical Center to review an SRDF report they have submitted may have an Association representative present with them during this review. During a review of a submitted SRDF, the Medical Center may request additional information from the submitting nurse.

6.3 The Hospital Staffing Plan. As required by ORS 441.155 and applicable regulations. The Medical Center will maintain a written hospital-wide staffing plan for nursing services, which clearly delineates the decision-making tools and techniques for each unit to determine its appropriate staffing. The plan is developed, monitored, evaluated and modified by a hospital nurse staffing plan committee (“the Hospital Staffing Plan Committee”).

6.4 Hospital Staffing Plan Committee. The parties acknowledge the legal requirements set forth in ORS441.154 and applicable regulations, including its enforcement mechanisms. The parties agree to the following specific contractual provisions regarding staffing and staffing committees:

6.4.1 The Medical Center Staffing Plan Committee will be comprised of equal numbers of Medical Center Nurse managers and direct care registered
nurses as its exclusive membership for decision making.

6.4.2 Direct care registered nurse representatives will be selected by the direct care nurses, through a process determined by the bargaining unit.

6.4.3 Term or time on the Staffing Plan Committee will be set by the Staffing Plan Committee and will include rotational terms and the ability of nurses to serve multiple terms.

6.4.4 The Medical Center has defined the following specialty areas and will include at least one direct care registered nurse from each of the following specialty areas on the Hospital Staffing Plan Committee:

- Medical/Surgical
- Medical Telemetry;
- Critical Care
- Emergency Services
- Birthplace
- Inpatient Rehab
- Float Pool
- Spine/Joint
- Interventional Cardiac Services
- Perioperative Services

Changes to these arrangements may be made by mutual consent of the Medical Center and Association, in consultation with committee members.

6.4.5 The Staffing Plan Committee’s decision making process will be by vote of the majority of voting members.

6.4.6 Meetings.

- The meetings of the Medical Center Staffing Plan Committee will be co-chaired by one direct care registered nurse and one hospital nurse manager.

- The Medical Center Staffing Plan Committee will determine how often it needs to meet to achieve its duties, but the Committee will not meet less than quarterly.

- The members of the Medical Center Staffing Plan
Committee will be paid for the time spent during meetings. Additionally, each bargaining unit staff member shall be entitled to up to two (2) additional hours per month for preparation and information gathering, as assigned by the Medical Center Staffing Plan Committee, prior to the actual meeting. Such time shall not be subject to the daily overtime provisions of Section 4.3, and the nurse shall attempt to schedule such time to minimize weekly overtime.

- Minutes of the meetings will be taken and will be available for review by all nurses via the intranet.
- The annual schedule for meetings will be set in advance each January and available for review by nurses via the intranet. The Medical Center Staffing Plan Committee may cancel meetings but out of respect for the nurses’ schedules it will not reschedule them.
- Each nurse on the Staffing Plan Committee is responsible for communicating his/her name to their respective units.
- Nurses and/or representatives of the Association may request time on the agenda at the Hospital Staffing Plan Committee to raise issues or concerns related to staffing. Staff nurses may attend meetings as observers, on unpaid time, but may be excluded from a committee meeting by either co-chair for purposes related to deliberation and voting.
- Nurses participating on the Staffing Plan Committee will request time off to attend meetings in advance. When, despite such efforts, the nurse is scheduled to work on the date of the Staffing Plan Committee meeting, the Medical Center shall release Staffing Plan Committee members from duty so that they may attend scheduled Staffing Plan Committee meetings.
- Alternate direct care nurse Staffing Plan Committee members (as selected by nurses on their units) may attend Committee
meetings when the primary Staffing Plan Committee member is unable to attend.

6.5 **Professional Nursing Care Committee.**

6.5.1 The nurses in the bargaining unit shall elect from its membership not to exceed six (6) members of the unit who shall constitute the Professional Nursing Care Committee. No patient care unit may have more than one representative on the Professional Nursing Care Committee. The PNCC shall elect one of its direct care nurse members to serve as chair.

6.5.1.1 **Committee Liaison.** The Chairperson of the PNCC may attend part of the Nursing Operational Council ("NOC") meetings at the invitation of the NOC, or by request with the consent of the NOC.

6.5.2 This Committee shall meet not more than once a month at such times so as not to conflict with the routine duty requirements. The Medical Center will make reasonable efforts to release a PNCC member from duty to attend a meeting, provided that the nurses give his or her manager advance notice of the meeting. Each Committee member shall be entitled to up to two (2) paid hours per month at the nurse’s regular straight-time rate for the purpose of attending Committee meetings.

6.5.3 The Committee shall prepare an agenda and keep minutes for all of its meetings, copies of which shall be provided to the Medical Center’s Chief Nurse Officer within seven (7) calendar days after each meeting.

6.5.4 The Committee shall consider matters that are not proper subjects to be processed through the grievance procedure, including the improvements of patient care and nursing practice.

6.5.5 The Medical Center recognizes the responsibility of the Committee to recommend to the Nursing Operations Council measures that objectively improve patient care and the Nursing Operations Council will duly consider such recommendations and will so advise the Committee of action taken within a reasonable time frame.
ARTICLE 7 – EMPLOYMENT STATUS

7.1 Introductory Period. A nurse will be in an introductory period for the first 90 calendar days of employment by the Medical Center. Neither discipline nor termination of employment of an introductory-period nurse will be subject to the grievance procedure under this Agreement.

7.2 Discipline. Nurses who have completed the introductory period may be disciplined for proper cause. Discipline may include verbal warning (Level one), written warning (which may include a final written warning) (Level two), suspension with or without pay, or termination of employment. These forms of discipline will generally be used progressively, but the Medical Center may bypass one or more of these forms of discipline for causes that it deems more serious.

7.2.1 Disciplinary action will be documented, in writing, and nurses will be given a copy of disciplinary action at the time it is administered.

7.2.2 Review of Performance Following Discipline. Upon request from a nurse who has received discipline, the Medical Center will review the nurse's performance and provide a written summary addressing the nurse's efforts at resolving the issues that led to the discipline. In responding to such requests. The time between the original disciplinary action and the nurse's request for a follow up review may be taken into account and reflected in the summary. The statement will be given to the nurse and placed in the nurse's personnel file.

7.2.3 Under normal circumstances, the Medical Center will notify a nurse when the Medical Center (in its official capacity) reports a nurse to the Oregon State Board of Nursing in connection with any disciplinary action. Failure to notify a nurse of a report to the Board of Nursing will not and cannot affect any action that might be taken by the Medical Center and/or the Board of Nursing.

7.2.4 Nurses shall not be disciplined based solely upon data from the call light locator system.
7.3 Coaching. The purpose of coaching (relatively informal discussions about a nurse’s skills, performance or adherence to Medical Center rules or policies) is to provide feedback to the nurse to help him/her develop skills, improve performance, or better adhere to Medical Center rules or policies. Coaching is by itself not disciplinary action.

7.4 Individual Work Plans. Work plans are not disciplinary actions. The goal of a work plan is to provide a tool to enable a nurse to develop skills and/or improve performance. Work plans will outline job requirements, performance expectations, and objectives.

7.4.1 The Medical Center will seek input from the nurse in the development of a plan, but the parties acknowledge that the Medical Center has the right to determine when to implement a plan and to decide on the terms set forth in the development of the work plan.

7.4.2 If a plan is in place and there is a significant change in circumstances (e.g., significant change in workload or assignment), the nurse may request an adjustment to the plan to address the changed circumstances.

7.5 Attendance. Unplanned and unreported absences, including tardiness or partial day absences, may result in disciplinary action up to and including termination. Nurses are expected not to exceed a total of five (5) occurrences of unscheduled, unapproved absences or tardy events in a rolling twelve (12) month period. Consecutive day absences for the same reason are counted as one (1) occurrence. Unplanned absences related to family medical leave, military leave, work-related illness or injury, jury duty, bereavement leave and other approved bases are not counted as occurrences under this policy, unless related to an intermittent leave and the employee does not appropriately communicate the time off as intermittent leave, in accordance with the department’s practice or instructions. Employees are expected to give notice of the need for time away whenever possible.

7.6 Resignation. A nurse will give the Medical Center at least two weeks’
written notice of intended resignation.

7.7 **Notice of Discharge.** Except for nurses who are discharged for proper cause, the Medical Center will provide two (2) weeks’ notice of discharge to regular nurses who have completed their introductory period. If less than two weeks’ notice is given, the Medical Center will pay the nurse for the hours that he/she would have worked during that part of the two (2) week period for which such notice was not given.

7.8 **Personnel Files.** Nurses may have access to their personnel files in accordance with Oregon Revised Statutes 652.750, and may receive one (1) certified copy per year at no cost.

7.9 **Eligibility for Re-Hire.** Any nurse who has been designated as ineligible for rehire may submit to Human Resources a request for an exception to such status. Such requests may be approved by Human Resources and appropriate senior leadership on a case-by-case basis.
ARTICLE 20 – ASSOCIATION BUSINESS

20.1 Access to Premises. Duly authorized representatives of the Association shall be permitted at reasonable times to enter the facilities operated by the Medical Center for purposes of transacting Association business for this bargaining unit and observing conditions under which nurses are employed. The Association will inform the Director of Human Resources or his or her designee in advance when he or she is on the premises. Transaction of any business shall be conducted in an appropriate location subject to general Medical Center rules applicable to non-employees, shall not interfere with the work of any employees or with patient-care needs, and shall be directly related to contract negotiation and administration matters.

20.2 Bulletin Boards. The Medical Center will provide posting space for the Association of approximately 18" x 24" in the staff lounge on each unit which employs bargaining unit nurses. on the units listed below and half of the bulletin located near Mary Norbert Hall (and a designated bargaining unit officer will be given a key to the lock), which will be the exclusive places for posting of Association-related notices. Such postings will be limited to (1) notices stating the date, time, and place of Association meetings for bargaining unit members, with a limited description of the topic, and (2) notices that relate to contract administration. The bulletin board space shall be provided in the staff lounge in 3 Spine/Total Joint, Med/Surg, Telemetry, Birthplace, IVCR, PACU, OR, Short Stay/Endoscopy, Inpatient Rehabilitation, Surgical Services, Emergency, and Critical Care Unit. A copy of any notice to be posted shall be given to the Medical Center’s Human Resources Department.

20.3 Orientation. The Medical Center will provide fifteen (15) thirty (30) minutes prior to the scheduled end of the new hire during the nursing orientation process for a bargaining unit nurse designated by the Association to discuss contract negotiation and administration matters with newly hired nurses. The Medical Center will notify the Association or its designee of the date of nursing orientation. A newly hired nurse who attends the meeting with the Association will be paid for the fifteen (15)-minute period.

20.4 Information Provided to the Association.

20.4.1 The Medical Center shall furnish to the Association, upon
request, all reasonably available factual information to which it is legally entitled and is necessary to its function as exclusive bargaining representative.

20.4.2 The Medical Center will provide to the Association (1) on a quarterly basis, a list of nurses in the bargaining unit, including the following information:

- nurse’s name
- address
- phone number (unless the nurse requests that the Medical Center not provide a phone number)
- department
- seniority date
- FTE status, regular shift
- date of termination (if applicable) and beginning date of leave (if applicable)

The Medical Center shall also provide, on a monthly basis, a list of newly-hired nurses and nurses whose bargaining unit employment has ended, including the nurse's name, address, department, and date of termination (if applicable). The parties will agree on a specific identifying numbering system for employees to be included with each of the above lists. Such lists shall be provided in electronic format (Microsoft Excel or similar format).

20.4.1 At least 15 days before the first time that the Medical Center provides a list that includes nurses' phone numbers, the Medical Center will inform all nurses that it intends to provide such information and nurses will have the opportunity to indicate any objection to providing his/her own phone number.

20.5 Information from the Association. The Association will provide the Medical Center with a written list of the names of the nurse(s) designated as the Association representative(s) (stewards).

20.6 Copies of the Agreement. The Association will provide copies of this Agreement to members of the bargaining unit.
ARTICLE 21 – MANAGEMENT RIGHTS

21.1 The Association recognizes the Medical Center's right to operate and manage the Medical Center and that the Medical Center has the obligation to provide medical and treatment services and related health care within the community.

21.2 Except as particular matters are specifically limited by this Agreement, the Medical Center has the exclusive right to operate and manage the Medical Center, and the Medical Center retains all rights, powers, and authority inherent in the management function, including, but not limited to, the right to extend, limit, consolidate, or discontinue operations and services, and employment pertaining thereto, to determine the methods and means for providing services; to determine the kind and location of facilities; to administer and control the premises, facilities, utilities, equipment, and supplies; to select, hire, classify, train, orient, promote, transfer, assign, direct, reward, demote, layoff, and supervise nurses, to take corrective action; to determine work schedules; to direct employees and determine job assignments; to formulate, modify, and assess qualifications and standards of performance and attendance; to determine staffing requirements; and to utilize suppliers, subcontractors, and independent contractors as it determines appropriate, including the right to use traveling, agency, or temporary personnel. This list is illustrative only, and should not be construed to restrict or limit those prerogatives not mentioned which are inherent in the management function.

21.3 The only limits on the Medical Center's right to operate and manage the Medical Center are those specifically expressed in this Agreement. If not expressly and specifically limited by this Agreement, all rights are subject to the Medical Center's exclusive control.

21.4 The Medical Center has the right to establish, change, modify, interpret, or discontinue its policies, procedures, and regulations, so long as they do not conflict with any express terms of employment specifically addressed in this Agreement.
ARTICLE 22 – GRIEVANCE PROCEDURE

22.1 Grievance Definition and Application. A grievance is defined as any dispute by a nurse over the Medical Center's interpretation and application of the provisions of this Agreement. The Medical Center and the Association have the shared goal that grievances be heard promptly, acted upon in a timely manner, and, when feasible, effectively resolved.

22.1.1 During a nurse's introductory period, the nurse may present grievances under this Article to the same extent as a post-introductory period nurse, except that discipline and continued employment of an introductory period nurse will be determined exclusively by the Medical Center and will not be subject to this Article.

22.2 Informal Resolution. A nurse who believes that the Medical Center has violated provisions of this Agreement is encouraged to discuss the matter with the nurse's immediate supervisor before undertaking the following grievance steps.

22.3 Grievance Process. A grievance will be presented exclusively in accordance with the following procedure:

22.3.1 Step 1 -- If a nurse has a grievance, he or she may submit it in writing to the nurse's Nurse Manager, with a copy to the Human Resources department, within fifteen (15) calendar days after the date when the nurse had knowledge or, in the normal course of events, should have had knowledge of the occurrence involved in the grievance. Fifteen (15) calendar days after the date of notice of any discharge or other discipline which is the subject of the grievance. The written grievance will describe the alleged violation of this Agreement and the date of the alleged violation, identify the Agreement provision alleged to have been violated, and set forth the nurse's proposed resolution of the grievance. The Nurse Manager will review the grievance and transmit a written reply within fifteen (15) calendar days of receiving the written grievance.

22.3.2 Step 2 -- If the grievance is not resolved, the nurse may submit the grievance in writing to the Medical Center's Nurse Executive within fifteen (15) calendar days after the date the nurse received the Medical Center's Step 1
reply. If the has not received a reply from his/her nurse manager, the nurse may contact Human Resources for assistance. The Nurse Executive, or his or her designee, will review the grievance and offer to meet with the grieving nurse and an Association representative. Within fifteen (15) calendar days after a meeting between such Medical Center representative, the grievant, and the grievant’s Association representative, the Nurse Executive, or designee, will transmit a written decision to the grievant and the Association.

22.3.3 Step 3 -- If the grievance is not resolved to the nurse's satisfaction at Step 2, the nurse may present the grievance in writing to the Medical Center's Administrator within fifteen (15) calendar days after receipt of the reply in Step 2. The Administrator will review the grievance and do one of the following:

22.3.3.1 Transmit a written answer within fifteen (15) calendar days of receiving the submission; or

22.3.3.2 Meet with the grievant, grievant's representative, and the Nurse Executive to discuss the grievance. If the Medical Center Administrator chooses to convene such a meeting, the Medical Center Administrator shall transmit a written response to the grievant and the Association within fifteen (15) calendar days of the meeting.

22.3.4 Step 4 -- If the grievance is not resolved to the nurse's satisfaction at Step 3, the Association may submit the grievance to an impartial arbitrator for determination. If it decides to do so, the Association must notify the Administrator in writing of such submission not later than ten (10) days after receipt of the Administrator's Step 3 response or, if such response has not been received, within twenty (20) days after proper presentation of the grievance to Step 3.

If the parties are unable to mutually agree upon an arbitrator at Step 4, the arbitrator shall be chosen from a list of five (5) names from Oregon furnished by the Federal Mediation and Conciliation Service. The parties shall alternately strike one (1) name from the list, with the first strike being determined by a flip of a coin, and the last name remaining shall be the arbitrator for the grievance.
The arbitrator’s decision shall be rendered within thirty (30) days after the grievance has been submitted to the arbitrator, unless the parties by mutual agreement extend such time limit.

The decision of the arbitrator shall be final and binding on the grievant and the parties, except that the arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement or to impose any obligation on the Association or Hospital not expressly agreed to in this Agreement. The fee and expenses of the arbitrator shall be shared equally by Association and Hospital, except that each party shall bear the expenses of its own representation and witnesses.

22.4 Timelines. A grievance will be deemed untimely if the time limits set forth above for submission of a grievance to a step are not met, unless the parties agree in writing to extend such time limits. If the Medical Center’s response at a step is not timely, the grievant and/or the Association (as stated in the process) may elevate the grievance to the next step and may do so at any point within 45 days of the date that the Medical Center’s response was due. Thereafter, if the grievance is not pursued to the next step, the grievance will be resolved on the basis of the most recent response.

22.5 Association Grievance. Only a nurse who was actually involved in the occurrence may present a grievance, except that a representative of the Association may present a group grievance where the occurrence actually involved at least three (3) nurses, provided that the grievance is signed by one of the affected nurses or an officer of the bargaining unit (“Association Officer.”).

22.6 Information. Upon request, the Medical Center will provide the Association with copies of any non-privileged documentation used to support the discipline of a nurse, provided that the Medical Center as the right to withhold patient identifying information.