

**AGREEMENT**

**BY AND BETWEEN**

**OREGON NURSES ASSOCIATION**

**AND**

**ROGUE REGIONAL MEDICAL CENTER**

~~**July 1, 2014 through June 30, 2017**~~

**July 1, 2017 through June 30, 2020**

Note: This contract is effective the first full pay period starting after ratification. All wage and benefit increases are effective the first full pay period of the month referenced.



~~This Contract is dedicated to Federal Mediator Connie Weimer~~

~~-~~

~~Connie Weimer has, in prior RPMC – ONA negotiations, invested her considerable intellect, energy, and communication and interpersonal skills to help the parties reach final labor contract agreements. Her work has been outstanding, and both Hospital and ONA negotiating teams recognize the debt of gratitude owed her. In 2014, we were not able to call on Connie for help due to her retirement, but she was with us all in spirit during negotiations.~~

~~Connie, we missed you in 2014 but want to dedicate our work in negotiations and this contract to you.~~

~~*The above dedication is a collaborative recognition from all the negotiation team participants.*~~



## TABLE OF CONTENTS

<b>PREAMBLE .....</b>	<b>1</b>
<b>ARTICLE 1 - RECOGNITION AND DEFINITIONS .....</b>	<b>1</b>
<b>ARTICLE 2 - NONDISCRIMINATION .....</b>	<b>9</b>
<b>ARTICLE 3 - ASSOCIATION.....</b>	<b>10</b>
<b>ARTICLE 4 - NEGOTIATIONS/CONTRACT TERM AND RETAINED RIGHTS .....</b>	<b>15</b>
<b>ARTICLE 5 - AMICABLE RELATIONS DURING CONTRACT TERM .....</b>	<b>17</b>
<b>ARTICLE 6 - HOURS OF WORK .....</b>	<b>18</b>
<b>ARTICLE 7 - WORK ASSIGNMENTS AND FLOATING .....</b>	<b>26</b>
<b>ARTICLE 8 - LAYOFF AND JOB BIDDING .....</b>	<b>30</b>
<b>ARTICLE 9 - EARNED TIME OFF (ETO) .....</b>	<b>39</b>
<b>ARTICLE 10 - HOLIDAYS .....</b>	<b>51</b>
<b>ARTICLE 11 - EXTENDED SICK TIME (EST).....</b>	<b>52</b>
<b>ARTICLE 12 - LEAVES OF ABSENCE .....</b>	<b>56</b>
<b>ARTICLE 13 - BENEFITS .....</b>	<b>58</b>
<b>ARTICLE 14 - PROFESSIONAL DEVELOPMENT .....</b>	<b>64</b>
<b>ARTICLE 15 - COMMITTEES.....</b>	<b>71</b>
<b>ARTICLE 16 - EMPLOYMENT STATUS .....</b>	<b>79</b>
<b>ARTICLE 17 - GRIEVANCE PROCEDURE.....</b>	<b>82</b>
<b>ARTICLE 18 - ARBITRATION PROCEDURE .....</b>	<b>86</b>
<b>ARTICLE 19 - SEPARABILITY.....</b>	<b>88</b>
<b>ARTICLE 20 - DURATION.....</b>	<b>89</b>
<b>EXHIBIT A - ECONOMICS .....</b>	<b>90</b>
<b>EXHIBIT B - OVERTIME CALCULATION RULES .....</b>	<b>106</b>
<b>EXHIBIT C - HOSPICE AGREEMENT .....</b>	<b>109</b>

**EXHIBIT D – WAGE RATES ..... 110**  
**EXHIBIT E – OREGON NURSE STAFFING LAW ..... 112**

1 **AGREEMENT BY AND BETWEEN**  
2 **ROGUE REGIONAL MEDICAL CENTER**  
3 **AND**  
4 **OREGON NURSES ASSOCIATION, INC**

5  
6 **PREAMBLE**

7 THIS EMPLOYMENT AGREEMENT is made by and between ROGUE  
8 REGIONAL MEDICAL CENTER (RRMC), hereinafter the "Hospital," "RRMC," and/or  
9 "Facility," and the OREGON NURSES ASSOCIATION (ONA), hereinafter the  
10 "Association" and/or the "ONA." This Agreement will be effective July 1, ~~2014~~2017,  
11 except as otherwise indicated.  
12

13 For, and in consideration of, the mutual covenants and undertakings herein  
14 contained, Hospital and Association do hereby agree as follows:  
15

16 **ARTICLE 1 - RECOGNITION AND DEFINITIONS**

17 **1.1 Recognition.** RRMC recognizes the Association as the exclusive  
18 bargaining representative with respect to the rates of pay, hours of pay, hours of work  
19 and working conditions. The bargaining unit is composed of all registered nurses  
20 employed by RRMC who are providing direct patient care duties in the Hospital,  
21 including charge nurses and staff RNs who also have educational responsibilities, or  
22 Services, excluding supervisors, and educator RNs while working solely in an educator  
23 code.  
24

25 **1.2 Definitions.**

26 **A. Nurse.** A registered professional nurse currently licensed to  
27 practice professional nursing in Oregon.  
28

29 **B. New Hire/Probationary Nurse.** A nurse will be on probationary  
30 status for ~~six (6)~~six months from the date of hire as a nurse. The  
31 purpose of the probationary period is for the Hospital to determine  
32 if the employee can satisfy the Hospital's performance expectations  
33 in all areas of skill, knowledge, work ethic and all other aspects of

1 quality patient care. The probationary period of a nurse may be  
2 extended by the Association, the nurse and the Hospital up to sixty  
3 (60) additional days.  
4

5 **C. Short-hour Nurse (Code 3 Nurse):**

6 The following designations define a Code 3 employee:

- 7 • Temporary (Code 3T) – A nurse working as an interim  
8 replacement or on a temporary work schedule.
- 9 • On-call (Code 3O) – A nurse assigned on a reoccurring  
10 basis as needed, with no fixed schedule.
- 11 • Bid (Code 3B) – A nurse who has successfully bid one or  
12 more positions with regularly scheduled hours between .1 and .5  
13 FTE per pay period.
- 14 • RetuRN (Code 3G) – A nurse with twenty (20) years  
15 experience as an RN who works as an on call RN with a lower  
16 quarterly work hours requirement (experimental pilot program).

17  
18 Code 3 RNs will sign up with the individual unit schedulers or the  
19 Staffing office to cover Code 1 and 2 RNs' pre-planned ETO/~~EST~~ESDP  
20 requests or other pre-planned absences such as jury duty, FMLA leave,  
21 educational leave, etc., as well as urgent unexpected staffing needs.  
22 Code 3 RNs' availability is to the Hospital. It is acceptable for regular staff  
23 RNs to request that a Code 3 RN work for them, to cover for shifts where  
24 the regular status RN has been denied ETO or educational leave due to  
25 staffing issues, pursuant to Article 9.7.~~RO~~ procedures.  
26

27 Code 3 RNs will work in direct patient care a minimum of 96 hours  
28 each calendar quarter, on shifts designed by Hospital schedulers subject  
29 to Clinical Managers' discretion to decide on some lower minimum hours  
30 requirement (as measured over two (2) consecutive calendar quarters),  
31 and also subject to special Hospital programs such as the RetuRN  
32 Program. The Hospital also may modify this requirement in individual  
33 circumstances, for example, when an RN meets competency



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1 requirements in other ways than RRMC work, or when the RN is eligible  
2 for full social security benefits only if he or she works fewer hours. The  
3 goal is to assure Code 3 RNs have core competencies, not to enforce a  
4 rigid ninety-six (96) hour per quarter work requirement in all situations.  
5 This will include at least one weekend shift per four week period and one  
6 major Hospital holiday a year as defined in Article 10.1 of the Agreement.  
7 Each Code 3 RN will be assigned a primary nursing unit on which the RN  
8 will normally be scheduled.

9 Code 3B RNs will be scheduled time off per ETO-type approval  
10 process.

11  
12 **D. Clinical Resource Nurse:** An RN required to float to a work unit  
13 where he or she is not adequately educated or oriented.

14  
15 **E. Nursing Resource Team Nurse.** A nurse assigned to the  
16 Nursing Resource Team, which is a team of nurses dedicated to  
17 a service line and routinely assigned to work in the various  
18 units within that service line.

19  
20 **F. Critical Care Outreach Nurse.** A nurse who acts as a clinical  
21 resource to the health care team to assist with high risk patients  
22 and promote optimal patient outcomes. The Hospital will make  
23 every effort to maintain the Critical Care Outreach Nurses in their  
24 regular assignment, unless there is an emergency that will  
25 compromise patient outcome or on a voluntary basis.

26  
27 **GE. Regular Status Nurse:** A nurse who is hired into one of the  
28 following:

29 **1.(1) Full-time Nurse (Code 1 nurse):** Any nurse hired to work  
30 forty (40) hours every workweek or eighty (80) hours per fourteen  
31 (14) day pay period on a regularly scheduled basis (1.0 FTE). A  
32 nurse regularly scheduled to work three (3) twelve (12) hour shifts

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1 in a workweek or seventy-two (72) hours per fourteen (14) day pay  
2 period will also be regarded as full-time (0.9 FTE).

3  
4 An RN will be considered full-time Code 1 if he/she successfully  
5 bids one or more positions with regularly scheduled hours which  
6 total at least 0.9 FTE (72-hours) per pay period.

7  
8 This applies even if one position is non-bargaining unit, for  
9 example, educators (539 Codes).

10  
11 **2.(2) Part-time Nurse (Code 2 nNurse):** Any nurse hired to  
12 work twenty (20) or more hours every workweek or forty (40) hours  
13 per fourteen (14) day pay period on a regularly scheduled basis.

14  
15 An RN will be considered part-time (Code 2) if he/she successfully  
16 bids one or more positions with regularly scheduled hours which  
17 total at least 0.5, but less than 0.9 FTE (forty (40) to seventy-one  
18 (71) hours) per pay period.

19  
20 This applies even if one position is non-bargaining unit, for  
21 example, educator.

22  
23 **3.(3) Variable Days Coverage Nurse:** A Code 1 or Code 2  
24 nurse who has bid into a variable pattern of days schedule on a  
25 specific unit and shift. Such positions will be limited to the number  
26 needed to cover predicted absences on the unit. Such positions  
27 will not be used to permanently replace core staff however they will  
28 be counted as core positions for the purpose of fair and equitable  
29 rotation for call off and floating.

1                    **4.(4) Voluntary Hours Reduction:** RRMC will consider requests  
2                    for nurses to reduce FTE~~converting 1.0 positions into lesser hour~~  
3                    ~~component positions~~ to accommodate an incumbent RN's desire  
4                    for lesser hours. The requesting nurse will first meet with the  
5                    clinical manager and request such reduction in hours. A committee  
6                    of one Association appointed representative ~~A committee of one~~  
7                    ~~Association appointed representative~~ and one Hospital-appointed  
8                    representative will facilitate consideration of such transitions and  
9                    propose creative solutions if the RN and his/her clinical manager  
10                   cannot agree. This procedure will not be subject to the grievance  
11                   and arbitration process.

12  
13                   **HF. The Workweek.:** The workweek begins as of 7:00 a.m. on  
14                   Sunday of each week. ~~A nurse and RRMC management may~~  
15                   ~~agree to a different seven (7) day period.~~

16  
17                   **IG. The Workday.:** The workday will be defined as the twenty-four  
18                   (24) hour period commencing with the time the nurse first reports  
19                   for work.

20  
21                   **JH. Hourly Rate.:** Base pay plus all differentials.

22  
23                   **KI. Operating Room Team Leader.:** An Operating Room (OR) nurse,  
24                   assigned by the OR clinical manager, who coordinates the surgical  
25                   activities for one of the following specialty surgical areas, including  
26                   but not limited to: ENT/Plastics, Neurology/Podiatry, Orthopedics,  
27                   Cardio-thoracic, Urology/GYN, and General-Vascular. OR team  
28                   leaders do not carry twenty-four (24) hour responsibility.

29  
30                   **LJ. Continuous/Service Employment.:** All nurses in the bargaining  
31                   unit will be considered continuously employed from the most recent  
32                   date of hire as a nurse in the bargaining unit.

1            **MK. Charge Nurse.:** A bargaining unit nurse designated or appointed  
2            to assist the clinical manager in the operation of a nursing unit, but  
3            who does not carry 24-hour responsibility for the unit in the  
4            absence of the clinical manager.

5  
6            An RN will not be regularly assigned charge nurse duties or  
7            continue in charge nurse status involuntarily, unless no other  
8            qualified RN is available or willing to perform such duties. RRM  
9            retains the sole right to select charge nurses. Once selected, a  
10           nurse will not be removed from a charge nurse position without  
11           advance notice of, and opportunity to correct, perceived  
12           performance failings. Charge nurses will be removed from such  
13           positions for failure to meet the charge nurse job requirements  
14           only, but such removal will not itself be considered discipline.

15  
16           **NL. Organized Nursing Unit.:** As designated by RRM, will have a  
17           clinical manager or charge nurse on each shift, except where the  
18           Hospital determines such staffing is not required.

19  
20           **OM. Compensable Hours.:** All hours for which the nurse is paid by  
21           the Hospital excluding standby hours not worked only.

22  
23           **PN. Seniority.:** Seniority is the total length of continuous  
24           service/employment of any nurse, from his/her date of hire as a  
25           nurse in the bargaining unit, as measured by hours compensated  
26           and months worked.

27  
28           Guidelines are as follows:

- 29           1.        Each nursing unit will have an updated seniority list for the  
30           nurses in that established unit every six (6) months, which is  
31           to be kept in a convenient location for nurses in the unit to  
32           refer to.

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- 1                                    2.     Seniority is based on total months of service for all  
2                                    bargaining unit nurses employed at RRMC/Facility.  
3                                    Bargaining unit seniority, not Facility or departmental  
4                                    seniority, will be used in all instances where seniority is  
5                                    applicable under this Agreement (except if this Agreement  
6                                    specifically provides to the contrary).
- 7                                    3.     Eighty-six (86) compensated hours equals one month's  
8                                    seniority accrual. This figure is established in recognition of  
9                                    a part-time (Code 2) minimum regular work schedule.  
10                                   Additional compensated time such as scheduling, education,  
11                                   and overtime will count for seniority accrual purposes.
- 12
- 13                                   4.     Non-Worker's Compensation leaves of absence of up to  
14                                   twelve (12) weeks will count towards hours worked.
- 15
- 16                                   5.     Worker's Compensation and military leaves will count  
17                                   towards seniority in accordance with law.
- 18
- 19                                   6.     A nurse will accrue no more than twelve (12) months'  
20                                   seniority per calendar year.

21

22                                   A printout of nurse seniority will be placed in Human Resources  
23                                   and the staffing office. These lists will be updated annually by  
24                                   July 1. Absent protest by September 1, the list will be considered  
25                                   final and accurate.

26

27                                   ~~O.     **Domestic Partner:** A nurse who satisfies the Oregon statutory~~  
28                                   ~~requirements, as they exist as of May 2008, for domestic partner status~~  
29                                   ~~specifically:~~

30                                   ~~1.     Both domestic partners are at least eighteen (18) years of age and~~  
31                                   ~~the same sex.~~

32

33                                   ~~2.     Both domestic partners are each other's sole domestic partner.~~

1  
2 3. ~~Neither domestic partner has a current spouse or other domestic~~  
3 ~~partner.~~

4  
5 4. ~~The domestic partners are not related by blood closer than would~~  
6 ~~bar marriage in the State of Oregon.~~

7 ~~If Oregon law changes to a more expansive definition of domestic partner,~~  
8 ~~such definition will automatically apply under this Agreement. If Oregon~~  
9 ~~law is repealed or invalidated, or changes to a more restrictive definition,~~  
10 ~~this Agreement's definition will still apply, with the Hospital retaining the~~  
11 ~~right to require an affidavit of qualifications, in a standard form.~~

12  
13 **QP. Preceptor/Mentor.:** An RN who agrees and is assigned by  
14 management to assist new graduate nurses; or to provide  
15 orientation to an RN new hire or to RN transferees to a unit; or to  
16 mentor student nurses in a recognized integrative practicum.  
17 Where possible preceptors/mentors will be assigned a reduced  
18 patient load.

19  
20 **RQ. Care Partner Nurse.** A nurse who is a regular staff member on  
21 the unit who is able to demonstrate clinical competency for a  
22 specific patient population. The Care Partner Nurse will make  
23 him~~self~~/herself available to the CRN or Float nurse throughout the  
24 shift to assist with patient care and/or answer questions as needed.

25  
26 **SR. Hospice Case Manager:** The Case Manager is a bargaining unit  
27 nurse that is designated as the coordinator of ~~the plan~~~~the plan~~ of  
28 care. ~~The Case~~The Case Manager is a core member of ~~the~~  
29 ~~Interdisciplinary~~the Interdisciplinary Group (IDG), develops ~~the~~  
30 ~~plan~~the plan of care, coordinates with other disciplines and  
31 members of the IDG, implements interventions, and evaluates the  
32 patient/family outcomes.

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**ARTICLE 2 - NONDISCRIMINATION**

**2.1 Nondiscrimination Generally.** In accordance with state or federal law, RRMC and the Association will not discriminate against nurses because of race, religion, color, sex, age, national origin, marital status, sexual orientation or physical or mental disability as defined by law. An RN's personal lifestyle choices, which have no work related consequences, are not grounds for Hospital decisions relating to employment, and RRMC will not discriminate against RNs on the basis of such choices.

**2.2 Disability and Reasonable Accommodation.** It is recognized that the Association and RRMC are each obligated to comply with the Americans ~~With~~with Disabilities Act, and to provide the protections granted in that Act to disabled employees. The employer, the Association, and affected RNs will jointly discuss reasonable accommodation and/or disability discrimination issue and attempt to resolve them amicably, whenever contractual provisions are involved in a particular situation. Whenever an RN's medical condition or medical fitness to work is in question for any purpose under this Agreement, RRMC may request an independent medical examination at its own expense.

1  
2  
3 **ARTICLE 3 - ASSOCIATION**

4 **3.1 Association Membership Generally.** RRMC recognizes the right of any  
5 nurse to become a member of the Association and will not discourage, discriminate or  
6 in any way interfere with the right of any nurse to become and remain a member of the  
7 Association. The Association recognizes the right of any nurse to refrain from  
8 becoming a member of the Association as provided hereunder, and the Association will  
9 not discriminate on account of the exercise of such right.

10  
11 **3.2 Association Membership or Fair Share Payments.** Nurses who, as of  
12 June 30, 1999, ~~are members of the Association and those~~members of the Association  
13 and those are paying a "fair share" fee to the Association in lieu of dues will continue to  
14 do so as a condition of employment.

15  
16 Nurses hired on or after July 1, 1999, will join the Association or pay a "fair  
17 share" to the Association in lieu of dues as a condition of employment.

18  
19 Nurses who as of June 30, 1999, are not members of the Association or who do  
20 not pay a "fair share" fee to the Association in lieu of dues will not be required to join or  
21 pay a "fair share" fee; however, those nurses who do join or elect to pay a "fair share"  
22 fee to the Association in lieu of dues will thereafter maintain that status as a condition of  
23 employment.

24  
25 **Notification to New Hire Employees.**

26 New Hire RNs will acknowledge in writing the receipt of information regarding  
27 Association membership options, and designate their choice in writing no later than the  
28 31<sup>st</sup> day after the date of hire. The Association, upon request, may inspect such  
29 documents. Hospital officials will provide information to new hires and applicants about  
30 Association membership options in a neutral manner, without attempting to influence a  
31 nurse's choice. Hospital officials shall explain in writing and have the new hire nurses  
32 sign a statement of agreement/acknowledgement of their obligation to fulfill and  
33 maintain one of the options presented them as a condition of employment at RRMC.



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1 One copy of this statement shall be placed in the personnel file of the nurse and a copy  
2 sent to the Association.

3  
4 **Termination Clause.**

5 If a nurse required to maintain Association membership or fair share payments is  
6 in non-compliance, the Association will notify the nurse in writing that he/she is  
7 delinquent in the satisfaction of his/her obligations and provide a copy of this notice to  
8 the Hospital. The Association will allow the delinquent nurse thirty (30) calendar days  
9 to come into compliance. If the nurse remains delinquent, termination from  
10 employment by the Hospital will occur within seven (7) calendar days.

11  
12 **3.3 Charitable Payments in Lieu of Membership/Fair Share.** A nurse who  
13 is a member of and adherent to teachings of a bona fide religion, body or sect which  
14 has historically held conscientious objection to joining or supporting a labor  
15 organization, or an RN who does not desire to join or pay fair share for personal  
16 reasons, will not be required to join or financially support the Association, but will in lieu  
17 of such financial support pay sums equal to "fair share" dues to Rogue Regional Health  
18 Foundation or to the Children's Miracle Network, and will provide the Association with  
19 proof of payment on request. Funds collected by the Rogue Regional Health  
20 Foundation as a "fair share" payment will be used to establish an educational fund for  
21 Registered Nurses employed by Rogue Regional Medical Center. In the event this  
22 class of exemption will at any time be interpreted by any court or government agency of  
23 competent jurisdiction, such interpretation will be controlling in the application of this  
24 exemption.

25 **3.4 Collection.** RRMC will deduct Association membership ~~dues,"fairdues,~~  
26 ~~"fair~~ share" dues, Foundation contributions, or Children's Miracle Network contributions  
27 from the wages of each nurse who voluntarily agrees to such deductions and who  
28 submits an appropriately written authorization.

29  
30 New hire RNs who elect such automatic deductions will have appropriate  
31 deductions made beginning the first pay period of the month following the first full  
32 month of employment, and continuing thereafter. The Association will inform the  
33 Hospital each year of the amount of monthly dues and fair share contributions. The

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1 Hospital will remit the aggregate deduction monthly, together with an itemized  
2 statement of all RNs and all deductions, to the Association and to the RRMC  
3 Association chair.

4  
5 **3.5 Information to the Association.** The Hospital will provide the unit  
6 chairperson and the Association written notice within fourteen (14) calendar days of the  
7 nurse's first day on the job, specifying: name, unit of initial assignment, shift  
8 assignment, address, and telephone numbers. Within thirty (30) days after the  
9 execution date of this Agreement, RRMC will provide the bargaining unit membership  
10 chairperson with a master list of covered nurses showing the nurse's name, address  
11 and date of continuous employment.

12  
13 RRMC will provide an updated quarterly list, to the bargaining unit chairperson,  
14 the bargaining unit membership chairperson, and to the Association, of all bargaining  
15 unit RNs, which indicates his/her current unit and shift, address, and telephone  
16 numbers. This list will also indicate new hires, retirees, voluntary resignations,  
17 terminations and code changes of RNs subsequent to the prior list. The list will be  
18 delivered during the first weeks of October, January, April and July of each year.

19  
20 A nurse must notify the Association Membership Coordinator, in writing, of a  
21 desire to change membership options at the following address:

22 Oregon Nurses Association  
23 18765 SW Boones Ferry Road, Suite 200  
24 Tualatin, OR 97062  
25 Attn: Membership Coordinator

26 If the bargaining unit nurse has elected a payroll deduction option, the  
27 Association will notify the Hospital of the change to begin deducting the proper amount  
28 for changed membership options.

29  
30 **3.6 Association Meetings at the Hospital.** The Association may hold  
31 bargaining unit meetings in the Facility to deal with matters related to the administration  
32 of this Agreement by scheduling such meetings with the appropriate scheduling office  
33 at mutually agreeable times and places. The Association will give RRMC reasonable

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1 advance notice of scheduled Association meetings at the Facility. Normally such  
2 meetings will not be conducted in nursing unit lunch rooms or break rooms.

3  
4 Effective May 28, 2008, the Association may place easels with signs indicating  
5 the location of ONA meetings and activities at the Hospital, at the Hospital entry points  
6 and at meeting locations.

7  
8 **3.7 Association Bulletin Boards.** The Hospital will provide a 20x20 inch,  
9 visible and accessible Association Bulletin Board: (1) in each unit break room and/or  
10 common area as mutually agreed between the Vice President for Nursing or designee  
11 and the unit representative chairperson; (2) inside third floor nursing complex; (3) in the  
12 employee cafeteria (36x36 inch). Posted Association communications will be confined  
13 to Association Bulletin Boards only, and only Association postings will be put on these  
14 boards.

15  
16 **3.8 Association and PNCC Mailbox.** RRMC will place a lockable mailbox  
17 affixed to the wall in the employee cafeteria, for Association correspondence and PNCC  
18 communications. (Keys to be provided to the Association chairperson.)

19  
20 **3.9 Association New Hire Orientation.** The Association membership  
21 representative will have up to thirty (30) minutes to will meet with newly hired RNs  
22 during weekly orientation at a mutually agreed day and time. RRMC will announce that  
23 an Association representative will be available during the paid orientation for 30 minutes  
24 to address the RNs and to respond to questions about the Association and that RN  
25 attendance is required. The Association representative(s) will not be paid for time in the  
26 Association's informational meeting. RRMC will announce that an Association  
27 representative will be available during the paid orientation for fifteen (15) minutes to  
28 address the RNs and to respond to questions about the Association and that RN  
29 attendance is required. The Association representative(s) will not be paid for time spent  
30 in the Association's informational meeting. New hire RNs will be paid for fifteen (15)  
31 minutes. New hire RNs who choose to attend will be paid for 30 minutes. RRMC will  
32 provide the Association membership representative advance notice if there is no new  
33 hire RN at a particular orientation session. In addition, RRMC will place an Association

Redline tentative agreement

1 prepared information sheet in the new hire information package it hands out to new hire  
2 bargaining unit RNs prior to each orientation. The Association will also be given a thirty  
3 (30) minute time slot just prior to the lunch break at the Hospital New Grad orientation  
4 dates on day 1 of the mandatory orientation schedule.

5  
6  
7 **3.10 New Non-Bargaining Position Postings Requiring RN License.**

8 RRMC will provide the Association with written notice of new non-bargaining unit  
9 position job titles or codes, and the new job description, for which an RN license is  
10 required. Such notice will be given at least fourteen (14) days before the new position  
11 is posted.

1  
2 **ARTICLE 4 - NEGOTIATIONS/CONTRACT TERM AND RETAINED RIGHTS**

3 **4.1 Retained Rights.** RRMC retains all of the rights, powers and authorities  
4 exercised or had by it prior to the execution of this Agreement, except as expressly  
5 limited by a specific provision of this Agreement.  
6

7 It is agreed that the operation of the Hospital and the direction of the nurses,  
8 including the making and enforcing of rules to assure orderly, safe and efficient  
9 operation; the right to hire, to transfer, to promote, to demote; to establish, discontinue  
10 or modify either non-contractual past practices or work rules (after full negotiations with  
11 the Association on changes in mandatory subjects); to set work schedules and staffing  
12 levels and staffing levels (not including changes in overtime status under Article 6.4);  
13 and to lay off for lack of work are rights vested exclusively to RRMC and are subject to  
14 its sole discretion except as abridged by this Agreement. The above listing is not all-  
15 inclusive but indicates the types of matters which belong to or are inherent to  
16 management.  
17

18 Such “full negotiations” on mandatory subjects shall occur for a maximum of  
19 thirty (30) calendar days from the first meeting of the parties, after which the Hospital  
20 will be entitled to implement the change in question as it may be modified after such  
21 negotiations.  
22

23 The grievance procedure, Article 17, is available for the Association to  
24 challenge any RRMC policy. The Association may challenge any such policy in  
25 arbitration through Article 18 as being in violation of the contract, as being unfairly,  
26 inconsistently, or improperly applied, or for other valid reason as determined by the  
27 arbitrator, but will not challenge in arbitration any RRMC policy on the sole grounds that  
28 different content is preferred.  
29

30 RRMC will be required to notify a nurse of the need to timely renew his or her  
31 license at least thirty (30) days prior to the license expiration date (as documented on  
32 the license). Nurses that receive such notification will be required to apply to renew  
33 their RN license within seven (7) calendar days in advance of the license expiration

## Redline tentative agreement

1 date. RRMC may discipline a nurse that receives notification from RRMC to renew, but  
2 fails to meet this timeline, under the following circumstances. Discipline will be  
3 appropriate only when RRMC's inability to verify that a license is "active" requires it to  
4 remove a nurse from a scheduled shift(s). RRMC may remove a nurse from a  
5 scheduled shift(s) if it is unable to verify a nurse's license is "active" prior to the start of  
6 the shift(s). Prior to disciplining such a nurse, RRMC will consider all mitigating factors  
7 to determine whether discipline is appropriate and the level of discipline that may be  
8 appropriate. Nurses who timely renew their licenses under this section will not be  
9 subject to discipline and will be allowed to work even if their license is "active pending."  
10 Such nurses will be required to notify their managers once their status changes (for  
11 example, changing from "active pending" to "active").  
12

13 **4.2 Entire Agreement.** This Agreement constitutes the entire Agreement and  
14 understanding arrived at by the parties after negotiations. During said negotiations  
15 which resulted in this Agreement, the Association and RRMC had the unlimited right  
16 and opportunity to make demands and proposals with respect to all proper subjects of  
17 collective bargaining.  
18

19 The final resolution of pay practice disputes under the 2002-2005 contract will  
20 continue during this renewal contract.

21 **4.3 Substance Abuse Policy.** RRMC will not develop, modify, or implement  
22 a substance abuse policy that violates the terms and conditions of the contract. The  
23 Association will meet with RRMC administrative officials to determine mutually  
24 agreeable amendments to the current policy, subject to the procedure outlined in Article  
25 4.1 hereof. The policy and any changes thereto will be applicable to all RRMC  
26 employees.  
27

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**ARTICLE 5 - AMICABLE RELATIONS DURING CONTRACT TERM**

In view of the importance of the operation of the Hospital facility to the health and welfare of the community, RRMC and the Association agree that there will be no picketing, strikes, or other interruptions of work by the Association or nurses either department-wide or RRMC-wide during the term of this Agreement. There will be no lockouts by RRMC during the term of this Agreement.

1  
2 **ARTICLE 6 - HOURS OF WORK**

3 **6.1 Weekend Schedules.** Nurses will be granted at least every other  
4 weekend off. This requirement may be waived on the request of an individual nurse  
5 and with the agreement of the nurse's supervisor. Such request for waiver will be in  
6 writing and will indicate the time period in which such waiver will be in effect. RRMC will  
7 furnish a copy of such written waiver to the nurse representative designated by the  
8 Association for such purpose. A nurse who works on a non-scheduled weekend at the  
9 request of management will be paid at one and one-half (1-½) times the nurse's  
10 regular~~base~~ rate of pay for all weekend hours worked. Code 3 RNs will also be eligible  
11 for consecutive weekend premiums. This premium rate will not apply to nurses whose  
12 weekend work results from a waiver or from a schedule change requested by a nurse  
13 who has traded a scheduled weekend with another nurse.  
14

15 **6.2 Meal Break.** Each shift worked by a nurse will include one one-half hour  
16 meal break on the nurse's own time at a site away from the nurse's work unit if the  
17 nurse prefers. The meal break will be as near as practically possible to the middle of  
18 the shift.

19  
20 If an RN misses a meal period, that time (thirty (30) minutes) will be paid as  
21 worked hours.

22  
23 Any RN who is scheduled to work and works six (6) or more and misses his/her  
24 meal break will be paid double time for the missed meal break.

25  
26 **6.3 Rest Breaks.** RNs working eight or ten hour shifts will receive two 15 minute  
27 breaks, during which they will be relieved of all duties. RNs working twelve (12) hour  
28 shifts will receive three (3) fifteen (15) minute breaks. Breaks will be taken each four  
29 hours whenever possible. Breaks may be combined (for example, a second and third  
30 break for a twelve (12) hour RN taken together for a thirty (30) minute break) by  
31 agreement of the charge nurse or clinical manager and the nurse, in light of unit  
32 preferences and patient care needs. In addition, breaks may be pre-scheduled using a  
33 sign-up sheet whenever possible. If scheduled breaks need to be adjusted due to  
34 patient care requirements, every effort will be made to facilitate breaks later in the shift.  
35 It is understood that this is a dynamic procedure requiring the best efforts of all unit  
36 staff.

37  
38 If an RN misses a break period, he/she will be paid the regular hourly wage for  
39 an additional one-fourth (1/4) of an hour for the missed break period.

40  
41 A nurse who misses a meal or rest break will accurately record this fact in their  
42 time record. It is understood that a missed break or meal period due to patient care  
43 requirements is not a basis for disciplinary action.



## Redline tentative agreement

1  
2 Nurse managers will encourage RNs to report missed breaks or meals, and will  
3 support them in all such reports. There will be no public or publicized criticism of  
4 individual RNs for missing their meals/breaks or reporting such. The goal is to work  
5 collaboratively to find a way to solve the problem of missed breaks or meals, not  
6 necessarily to allocate blame for the problem. The RN and charge nurse will  
7 communicate proactively and appropriately regarding coverage for breaks and meals.  
8 The RN retains personal responsibility to take breaks and meals when offered and  
9 reasonable as long as patient care is not compromised.

10  
11 RRMC will provide training on the importance of taking meal and rest periods,  
12 use of the time-recording system for recording missed meal and rest periods, non-  
13 retaliation for reporting missed meal and rest periods, personal responsibility for taking  
14 meal and rest periods, and methods for proactive communications with the charge  
15 nurses regarding scheduling meal and rest periods.

16  
17 RRMC will continue to maintain an electronic means for tracking missed meal  
18 and rest periods at the end of an employee's shift. This will not relieve the nurse from  
19 the requirement to proactively communicate with the Charge Nurse regarding meal and  
20 rest periods.

21  
22 The Hospital Nurse Staffing Committee will be provided with missed meal and  
23 rest periods on a quarterly basis.

24  
25 Each Unit-Based Staffing and Scheduling Committee will develop a written plan,  
26 in accordance with the procedures provided in section 15.5 of the Agreement, to  
27 provide meal and rest periods on their unit, which may include the use of a relief nurse.

28  
29  
30 **6.4 Break for Expression of Milk.** Nursing mothers who return to work post-  
31 maternity leave and who are breastfeeding will be entitled to extra time up to fifteen (15)  
32 minutes per fifteen (15) minute break. A flexible break schedule will be provided to the  
33 breastfeeding mother for the duration of breastfeeding.

34  
35  
36  
37 ~~**6.2 Meal Break.** Each shift worked by a nurse will include one one-half hour meal~~  
38 ~~break on the nurse's own time at a site away from the nurse's work unit if the nurse~~  
39 ~~prefers. The meal break will be as near as practically possible to the middle of the shift.~~  
40 ~~If an RN misses a meal period, that time (thirty (30) minutes) will be paid as worked~~  
41 ~~hours.~~

- 42 ~~• Any RN who is scheduled to work and works six (6) hours or more and~~  
43 ~~misses his/her meal break will be paid double time for the missed meal break.~~

## Redline tentative agreement

1 ~~6.3 **Rest Breaks.** RNs working eight or ten hour shifts will receive two 15-minute~~  
2 ~~breaks, during which they will be relieved of all duties. RNs working twelve (12) hour~~  
3 ~~shifts will receive three (3) fifteen (15) minute breaks. Breaks will be taken each four~~  
4 ~~hours whenever possible. Breaks may be combined (for example, a second and third~~  
5 ~~break for a twelve (12) hour RN taken together for a thirty (30) minute break) by~~  
6 ~~agreement of the charge nurse or clinical manager and the nurse, in light of unit~~  
7 ~~preferences and patient care needs. In addition, breaks may be pre-scheduled using a~~  
8 ~~sign-up sheet whenever possible. If scheduled breaks need to be adjusted due to~~  
9 ~~patient care requirements, every effort will be made to facilitate breaks later in the shift.~~  
10 ~~It is understood that this is a dynamic procedure requiring the best efforts of all unit~~  
11 ~~staff.~~

12  
13 ~~If an RN misses a break period, he/she will be paid the regular hourly wage for an~~  
14 ~~additional one-fourth (1/4) of an hour for the missed break period.~~

15  
16 ~~A nurse who misses a meal or rest break will accurately record this fact on the daily~~  
17 ~~roster or time cards. **Monitoring and documentation of missed meal and break periods**~~  
18 ~~**will continue as per the 2007-2008 practice.** It is understood that a missed break or~~  
19 ~~meal period due to patient care requirements is not a basis for disciplinary action.~~  
20 ~~Nurse managers will encourage RNs to report missed breaks or meals, and will support~~  
21 ~~them in all such reports. There will be no public or publicized criticism of individual RNs~~  
22 ~~for missing their meals/breaks or reporting such. The goal is to work collaboratively to~~  
23 ~~find a way to solve the problem of missed breaks or meals, not necessarily to allocate~~  
24 ~~blame for the problem. The RN and charge nurse will communicate proactively and~~  
25 ~~appropriately regarding coverage for breaks and meals. The RN retains personal~~  
26 ~~responsibility to take breaks and meals when offered and reasonable as long as patient~~  
27 ~~care is not compromised.~~

28  
29 ~~Nursing mothers who return to work post-maternity leave and who are breastfeeding will~~  
30 ~~be entitled to extra time up to ten (10) minutes per fifteen (15) minute break. A flexible~~  
31 ~~break schedule will be provided to the breastfeeding mother for the duration of~~  
32 ~~breastfeeding.~~

Redline tentative agreement

~~A Kaizen Event will occur as soon as possible after contract ratification to explore solutions to the problem of missed breaks and/or meals on nursing units, with the Hospital recognizing that such solutions may require financial support.~~

**6.54 Overtime Compensation Generally.** Overtime compensation will be paid at one and one-half times the nurse's regular rate of pay as defined under the Federal Fair Labor Standards Act. Overtime will be paid under the following conditions:

**8 & 80 rule** -- overtime will be paid for those hours worked in excess of eighty (80) hours per pay period and/or in excess of eight (8) hours in any work-day.

**40 hour extended rule** -- for nurses who routinely work more than eight (8) hours per day overtime will be paid for hours worked in excess of forty (40) hours per seven (7) day work-week and any additional hours worked in excess of the nurse's scheduled ten (10) or twelve (12) hour shift.

~~**40 hour rule** – RNs will receive overtime pay for hours over forty (40) worked in a workweek only, regardless of hours worked on a particular shift.~~  
~~**40 hour rule** – RNs will receive overtime pay for hours over forty (40) in a workweek only, regardless of hours worked on a particular shift.~~

By mutual agreement between RRMC and the individual nurse involved, the parties may agree to some shift other than eight (8) hours in a pay period of forty (40) hours which also alters the above overtime provisions. Any such agreement will be reduced to writing and signed by both the nurse and RRMC. The written agreement between RRMC and the nurse concerning an alternative shift other than eight (8) hours will also confirm any impact of such alternative schedule on differentials or eligibility for fringe benefits. Within thirty (30) days of execution, RRMC will forward a copy of the agreement to the Association.

**6.65 Continuous Days of Work Overtime.** A nurse who works more than five (5) consecutive full shifts (12-hour scheduled RNs) or six (6) consecutive full shifts (eight (8) or ten (10) hour scheduled RNs) without a day off will be compensated at the overtime rate for each day worked or portion thereof worked after such fifth (5<sup>th</sup>) or sixth

## Redline tentative agreement

1 (6<sup>th</sup>) consecutive shift until granted a day off. This Section can be waived by using the  
2 procedure in Article 6.1. Time scheduled but not worked on standby does not count as  
3 time worked under this Article. Staff requested/voluntary in-service or paid educational  
4 days off (outside the Hospital) will not count as consecutive days of work regardless of  
5 length. When this consecutive day overtime is operative, it will no longer apply after the  
6 date of a day off offered to the RN by the Hospital.

7  
8 A full shift, for purposes of this Section, shall be the number of hours a nurse is  
9 normally scheduled to work. If a nurse is normally scheduled to work shifts of varying  
10 lengths, a full shift will be the length of the shortest scheduled shift (minimum eight (8)  
11 hours). Schedulers/staffing/Charge RNs will be instructed to ask an RN if a particular  
12 extra shift would qualify that RN for consecutive days overtime. A “no” answer which is  
13 not accurate will be the equivalent of an offered day off, breaking consecutive days  
14 overtime.

15  
16 When an RN is called in from scheduled standby on Saturday or Sunday, and  
17 the call in hours paid equal or exceed the lowest hours of the nurse’s regularly  
18 scheduled shifts, the day will be considered a full shift for purposes of this Section.

19  
20 Hours or shifts paid at an overtime rate will qualify for consecutive days overtime  
21 pay despite any provision of Article 6.8 to the contrary.

22  
23 **6.7.6 In-service Programs and Overtime.** When a variety of mandatory in-  
24 service program times are offered, the RN must choose to attend the in-service that will  
25 not result in overtime, if at all reasonably possible. This Section is designed to prevent  
26 overtime abuse, not to require attendance at in-services at times which conflict with  
27 patient care responsibilities or an RN’s reasonable time off for rest.

28  
29 **6.87 Overtime Review.** All overtime actually worked will be paid at the  
30 appropriate overtime rate. Overtime will be subject to management review.

1           **6.98 Non-Duplication of Overtime.** There will be no duplication of overtime  
2 payments and other time paid but not worked (sick leave, funeral leave, vacations, etc.)  
3 for the same hours worked or paid under any one of the provisions of this Agreement.  
4 To the extent that hours are compensated at overtime rates under one provision, they  
5 will not be counted as hours worked in determining overtime under the same or any  
6 other provision; provided, however, that if more than one provision is applicable, the  
7 higher rate will apply.

8  
9           **6.109 Holiday Pay and Hours Overtime Calculation.** Holiday hours worked,  
10 even though paid at the rate of time and a half, will count as straight time hours for  
11 purposes of computing eligibility for overtime. Only holiday hours worked and ETO  
12 hours taken on a holiday will count as straight time hours for purposes of overtime pay  
13 eligibility calculations. Notwithstanding any prior practice, for calculating overtime pay  
14 eligibility in holiday or non-holiday weeks, no other paid non-working time counts as  
15 straight time hours for this purpose.

16  
17           **6.110 Equitable Rotation of Overtime.** RRMC will attempt to distribute  
18 overtime among nurses on each unit and on each shift on an equitable basis while also  
19 recognizing the dictates of sound patient care.

20  
21           **6.124 Unit Scheduling.** Nurses will not be involuntarily regularly scheduled to  
22 work different shifts (day, evening or night). The Hospital may change a bid shift start  
23 time by up to two (2) hours before or after the normal start time. -When a nurse  
24 volunteers for a new permanent start time, that new time will be considered his/her new  
25 bid shift start time. This definition will not be interpreted to change or modify any other  
26 provisions of this contract with respect to shifts, for example, shift premium provisions.  
27 After a unit schedule is posted, an RN will not be involuntarily replaced on the schedule  
28 and an RN's scheduled start time will not be changed absent emergency or mutual  
29 agreement.

30  
31           The Hospital will not schedule RNs involuntarily over forty (40) hours on  
32 consecutive days, regardless if over two (2) workweeks.

## Redline tentative agreement

1 A non-variable shift RN may trade days with another RN on the same unit and  
2 shift, on a permanent basis, as long as there is no change in current unit balance and  
3 there is no cost increase to the Hospital and seniority is respected. There will be at  
4 least fourteen (14) days electronic notice and posting by the involved RNs on unit of a  
5 proposed trade to allow the senior nurse to exercise seniority rights.

6  
7 It is the responsibility of each nursing unit to post a four (4) week balanced  
8 schedule, a minimum of four (4) weeks in advance. The unit will also develop and  
9 implement decisions, protocols, communications, guidelines, and rules to accomplish  
10 this responsibility, pursuant to Article 15.5 procedures and protocols. Hospital  
11 management will audit such units to ensure compliance with this schedule posting  
12 requirement, with audit results provided to the Labor Management Committee.

13  
14 In addition, RN seniority and status will be considered in scheduling, as follows:  
15 When a scheduling conflict arises, regular status (Code 1 and 2) and bid Code 3  
16 seniority will be used to prioritize desirable schedules up to the RN's budgeted FTEs.  
17 On units with established schedules, regular status and bid Code 3 nurses cannot be  
18 bumped out of their regular schedule by another nurse.

19  
20 Nurses' regularly scheduled days will not be changed without mutual consent  
21 prior to schedule posting, as long as the schedule can be balanced by available staff.  
22 The rotational list will be posted on each unit.

23  
24 The Hospital will maintain its program to facilitate higher seniority RNs to move to  
25 lower hour scheduled shifts.

26  
27 **6.1~~32~~ Scheduling Mandatory Standby or Overtime.** Mandatory overtime is  
28 defined as any overtime for which a nurse is required to stay over his/her schedule  
29 without right of refusal. Mandatory standby (defined in Exhibit A, Section ~~67~~ Standby,  
30 paragraph ~~38~~) or overtime is not intended to substitute for adequate staffing of nursing  
31 units. It is understood that mandatory overtime is not to be used to resolve routine  
32 inadequate staffing, and that continuing or persistent overtime indicates a need for

## Redline tentative agreement

1 additional staff. Mandatory overtime will be required of on-duty RNs only in the  
2 following circumstances:

3 **A.** Work time over an RN's scheduled shift will be required only in  
4 accordance with current Oregon law. (See Exhibit E, Oregon Nurse Staffing  
5 Law.)

6  
7 **B.** Overtime work in such situations will not be required absent discussion  
8 with the charge nurse and approval by clinical manager or management  
9 designee.;

10  
11 **C.** The Vice President for Nursing or designee will review all mandatory  
12 overtime situations (of any sort) afterwards in an attempt to set guidelines for the  
13 future to minimize such incidents.;

14  
15 **D.** ~~Work time~~ Work time (voluntary, or mandatory) over twelve (12)  
16 continuous hours on a shift ~~twelve (12) continuous hours on a shift~~ will be  
17 compensated at a double time rate.;

18  
19 **E.** The PNCC will focus on all mandatory overtime/staffing situations. RNs  
20 mandated to work overtime will have the option to be involved in such PNCC  
21 discussions. The Hospital will provide to the PNCC monthly RN overtime figures,  
22 and the same reports received under Article 6.132.C above.;

23  
24 **F.** No work over sixteen (16) continuous hours will be required, absent  
25 instituting the disaster protocol. In such event, the above procedures/rules will  
26 also apply.

27  
28 **6.143 No Hours Guarantee.** Nothing contained in this Agreement will be  
29 construed as a limitation on or a guarantee of hours of work available during the  
30 workweek.

1  
2  
3 **ARTICLE 7 - WORK ASSIGNMENTS AND FLOATING**

4 **7.1 Assignments Generally.** It is the desire of both RRMC and the  
5 bargaining unit that nurses will be assigned to nursing units in which they have been  
6 oriented or in which they have prior education or experience. See Article 15.4 for  
7 staffing guidelines.

8 **7.2 Scheduled RN Work Preferences.** Scheduled nurses will have  
9 preference in assignments over nurses who are called in. This policy will be subject to  
10 review every six (6) months to ensure that its enforcement does not create staffing  
11 problems. If such problems occur, the parties will meet to modify this requirement. The  
12 Association agrees that it will not unreasonably withhold agreement to modify.

13  
14 **7.3 Volunteers to Float.** When a need for floating arises which cannot be  
15 filled from on-duty RNs on shift, volunteers will be solicited from the shift. If staffing  
16 needs cannot be filled by volunteers on the shift, nurses on the shift may be floated by  
17 rotation on an equitable basis. Agency RNs and Code 3 RNs (except Code 3B RNs)  
18 are to be floated prior to regular status RNs (Code 1 or 2) or bid Code 3 RNs, subject to  
19 qualifications. In light of the requirements of the particular nursing situation,  
20 qualifications for floating assignments will be determined by the Hospital.

21  
22 RNs, when asked to work on an unscheduled day, including same day CNI (not  
23 a standby day), will be informed if there is a float possibility, and if so, to what unit(s), so  
24 that the RN can make a fully informed choice as to accepting the requested call to  
25 work. If an RN accepts a call into work without being so informed of such a float  
26 possibility:

27 ~~A.1.~~ The RN may insist on home unit, including buddy unit float, work only for  
28 the entire call and shift; or

29  
30 ~~B.2.~~ If not put to work on the home unit, may decline to work, go home, and  
31 receive two (2) hours minimum call in pay.  
32



1 Absent mutual agreement, an RN will only be required to float to one other  
2 nursing unit per shift (return to home unit from a float assignment is not a separate  
3 second float).

4  
5 **7.4 Floating Assignment Guidelines.** In situations where nursing needs  
6 cannot be met from the nursing resource team or on duty RNs or volunteers on shift,  
7 the Hospital will make floating assignments under the following guidelines.

8 Where staff availability permits, RRMC will attempt to make floating assignments  
9 based on the following clinical groupings:

10 **Buddy Units**

- 11 • CCU/ICU/IMCU
- 12 • Infusion Services/Vascular Access
- 13 • Women's and Children's Services
- 14 • Medical Surgery Units:
  - 15 • General Medicine, Medical Oncology
  - 16 • Post Surgical, Orthopedics/Neuroscience

17  
18 **Stand Alone Units**

- 19 • Behavior Health
- 20 • Cardiac Center
- 21 • Cath Lab
- 22 • CVR
- 23 • Emergency Room
- 24 • Endoscopy
- 25 • Imaging
- 26 • Inpatient Rehab
- 27 • MRI
- 28 • Nuclear Medicine
- 29 • Operating Room
- 30 • PACU
- 31 • Radiation Oncology
- 32 • Short Stay Unit

1  
2           The Labor-Management Committee, in cooperation with the Staffing Committee,  
3 may reconfigure stand alone and buddy units during the contract term.

4           Floating assignments will be made within the above groupings by assigning a  
5 nurse to float from another unit within a group. Floating assignments will be made with  
6 appropriate regard for the orientation of available nurses, excess staff in units, and  
7 patient care needs.

8  
9           Each nursing unit scheduling committee will decide equitable Float Rotation  
10 procedures pursuant to Article 15.5 procedures, and such unit decisions will not be  
11 subject to the grievance and arbitration procedure. It is understood that RRMC retains  
12 the basic management right to require RNs to float subject to specific restrictions in the  
13 labor agreement.

14  
15           Nursing personnel are requested to float, in judgment of clinical managers and  
16 charge nurses, when patient care and safety requires additional personnel in a  
17 particular unit. When a RN is not adequately cross-trained or oriented in a specific  
18 nursing unit, the RN will float to that unit as a clinical resource nurse, so informing the  
19 charge nurse, or clinical manager, or nursing supervisor, and will receive modified  
20 patient care assignment.

21  
22           RNs will normally float to a buddy unit with a full load, in accordance with Staffing  
23 Committee guidelines, and outside a buddy unit as a CRN, subject in both situations to  
24 RN's personal judgment as to the patient care responsibilities that can safely be  
25 assumed.

26  
27           The staff members to be floated have demonstrated competency for the  
28 tasks/assignments they are given and can provide care within the scope of their license  
29 and/or capabilities. The nurse who is floated functions under the supervision of a  
30 regular nurse who is assigned as his/her "Care Partner" resource. The Charge Nurse  
31 will assign a Care Partner to all CRNs and float nurses.

## Redline tentative agreement

1           Consideration is given when staff members are not adequately cross-trained in a  
2 specific unit, are unfamiliar with the operation and layout, or are going to or coming  
3 from a specialty area, including, but not limited to, Pediatrics, NICU, Critical Care,  
4 Emergency Department, or OB. These nurses float to those specialty units as a  
5 “clinical resource nurse” only.

6  
7           Any nurse required to float may refuse any specific component of an assignment  
8 that the nurse, in his/her professional judgment, does not assess is appropriate. In  
9 such case, alternate nursing care duties will be assigned in the unit. All assignment of  
10 nursing care will be consistent with licensure requirements for registered nurses  
11 licensed in Oregon.

12           It is understood that the above floating priorities are not mandatory, but are goals  
13 which the parties at this point believe will accommodate their mutual concerns for  
14 providing sound patient care. These goals will not prohibit floating assignments on  
15 some other basis, as determined by RRMC in its discretion in light of quality staffing  
16 and patient care requirements.

17  
18           The parties are committed to cooperate in establishing floating policies which are  
19 mutually satisfactory while ensuring good patient care. If the goals outlined above  
20 prove unsatisfactory, RRMC may modify the procedures followed in making floating  
21 assignments after prior notice to and consultation with bargaining unit representatives.

22  
23           **7.5    Nursing Resource Team.** Each nursing resource team RN will be  
24 assigned a "home unit" other than the nursing resource team itself. ~~For~~for purposes the  
25 purposes of MCO rotation, job bidding, and layoff under Article 8. ~~Article 8.~~ The  
26 home unit will be identified within the nursing resource team service line for which the  
27 RN was hired.

1  
2 **ARTICLE 8 - LAYOFF AND JOB BIDDING**

3 **8.1 Short Term Layoff/Mandatory Call Off (MCO).** These are adjustments  
4 that are made for low census, or other temporary adjustments of less than twenty-one  
5 (21) out of every thirty (30) calendar days in a work unit. A short-term layoff/MCO will  
6 occur in the following order:

- 7 **A.** Volunteers from the shift and work unit.  
8  
9 **B.** Agency and traveler nurses within the MCO unit or its buddy unit.  
10  
11 **C.** Short-hour nurses from the shift and work unit in the following  
12 order:  
13 1. Temporary (Code 3T) and On Call (Code 3O)  
14 2. Bid (Code 3B)  
15  
16 **D.** Regular status nurses (Codes 1 and 2), from the shift and work  
17 unit.  
18

19 There will be fair and equitable distribution of MCO hours based on scheduled  
20 hours within the work unit. Each work unit will be responsible for maintaining a current  
21 documentation of MCO hours lost, beginning with the least senior nurse. ETO may be  
22 used for any MCO hours at the nurse's discretion.  
23

24 A nurse may be mandatory called off (MCO'ed) out of rotation if RRM  
25 determines the nurse is not qualified (with reasonable orientation/education) to perform  
26 the work of the unit during the layoff or does not possess special skills required in the  
27 unit which are possessed by another nurse. The Hospital's determination will not be  
28 arbitrary or capricious.  
29

30 If a nursing unit experiences more than twenty-one (21) out of a rolling thirty (30)  
31 calendar days of rotating MCO's, the Association or Administration may request a  
32 meeting to discuss whether or not a formal short term layoff, or long term layoff, or  
33 other solution is appropriate.

1  
2       **Scheduling by Mandatory Call Off (MCO)**

3               Work units may allow MCO to be pre-scheduled on a voluntary basis for  
4 shifts when census is expected to be low. A nurse who voluntarily signs up for  
5 MCO may use ETO at the nurse's discretion.

6  
7               Equitable MCO rotation will attempt to ensure that no single nurse  
8 receives MCO more than once in a pay period before each nurse on the shift has  
9 also received MCO. Each individual unit will determine how much or if voluntary  
10 MCO is counted toward equitable rotation. The MCO rotation list will be reset by  
11 each individual unit according to the method unit RNs agree upon. For nurses  
12 with the same amount of MCO accrual, the rotation will be based on seniority.  
13 When a nurse is hired into a unit (after orientation), he/she will receive credit  
14 equal to one (1) less measurement than the nurse with the least accrued MCO.

15  
16               It is recognized that this sort of MCO rotation system will be complex to  
17 administer and that mistakes may be made. When mistakes are made regarding  
18 MCO between Code 1 and Code 2 nurses, such mistakes shall be remedied by  
19 addition of MCO credits for the nurse in question. However, if the MCO layoff  
20 procedure as outlined in Article 8.1, subparagraphs A-D is not followed, then the  
21 financial resolution and grievance procedure will apply.

22  
23               An RN will have no duty to be on standby (whether scheduled in advance  
24 or in an MCO situation) unless the nurse is specifically told to be on standby.  
25 The nurse will also have a standby obligation only for the hours he or she is  
26 specifically told to be on standby. For example, if an RN is told to be on standby  
27 for the first four (4) hours of a scheduled shift in an MCO situation, the nurse  
28 does not have an obligation to be on standby or be available to return to work  
29 after the expiration of that four hours, absent a call back within that four (4)  
30 hours, or an extension of the standby during that four (4) hours. Extensions of a  
31 four (4) hour standby will always be made for the entire remainder of the  
32 scheduled shift. See also Exhibit A.7.2.

1           **8.2 Long-Term Layoffs.** Layoffs of a permanent nature which are expected  
2 to exceed twenty-one (21) consecutive calendar days in a work unit or permanent  
3 reductions of work force in a work unit will occur in the following manner:  
4

5           When the need for long-term layoffs is foreseen by RRMC, at least twenty-one  
6 (21) calendar days prior to the effective date of such reduction or elimination, RRMC  
7 will deliver notice to the Association and the Association unit chairperson, in writing,  
8 specifying the number and description of positions to be reduced and the reasons  
9 therefore.  
10

11           RRMC and Association officials, and affected nurses, will meet to explore and  
12 discuss alternatives to layoffs within seven (7) days of such notification. If discussions  
13 do not produce full agreement on alternatives, then long-term layoffs will proceed as  
14 follows:

15           **A.** Volunteers from the shift and work unit.

16           **B.** Agency and traveler nurses

17           **C.** Probationary nurses (all status codes).  
18

19           **D.** Other Code 3 nurses in the following order:  
20

21           ~~4.~~ 1. Temporary (Code 3T) and On Call (Code 3O)

22           ~~2.~~ 2. Bid (Code 3B)  
23

24           **E.**       -Regular status, full-time (Code 1) and part-time (Code 2) RNs by  
25           inverse seniority.  
26

27           In staffing the reduced work unit, displaced nurses will be offered the  
28 vacated positions within the work unit according to their seniority consistent with  
29 the standards set forth in the next sentence. A more senior nurse may be laid  
30 off, out of seniority, if the Hospital determines the nurse is not qualified (with  
31 reasonable orientation/education) to perform the work of the unit during the layoff  
32 or does not possess special skills required in the unit, which are possessed by a

1 less senior nurse. The Hospital's determination will not be arbitrary or  
2 capricious. A laid off nurse will be entitled to use the procedures under the  
3 "displaced nurses" provisions of this Section.

4  
5 **Layoff Status**

6 If seniority is not exercised in this manner, the nurse will be placed on  
7 layoff. Nurses may remain on layoff for up to two (2) years and will not lose  
8 previously accrued credit for seniority while on layoff.

9  
10 **Meetings to Resolve Long Term Layoff Issues**

11 The parties will meet in advance of long term layoff situations to try to  
12 minimize problems and issues. The Hospital will provide a seniority list to all  
13 nurses notified of pending layoff within three (3) days (Monday - Friday) of such  
14 notice, as well as a list of all vacant positions in all Hospital units. Both  
15 negotiating parties shall have authority to and must agree to specific layoff, bid,  
16 and/or bump/displacement rules and priorities, different than those under this  
17 Article 8, based on unique fact circumstances of a particular long term layoff  
18 situation. Absent such agreement, contract language will apply. A nurse eligible  
19 to bump (see "Displaced Nurses" section below) will have fourteen (14) calendar  
20 days from the time of receipt of such list to exercise seniority in the above  
21 manner by delivery of written notice to Human Resources.

22  
23 **Displaced Nurses.**

24 Displaced nurses may exercise these options in the following order:

- 25 1. A nurse laid off may choose to utilize available ETO in lieu of  
26 layoff (layoff will occur after ETO is depleted).
- 27
- 28 2. A nurse temporarily working with an increased FTE may  
29 revert to his/her previous FTE, when available.
- 30
- 31 3. A nurse may take a temporary, voluntary reduction in FTE,  
32 when available.
- 33

- 1           4.     A nurse may explore alternate work share arrangements  
2                     among nurses. Work share arrangements must be agreed  
3                     upon by those nurses involved in the work share, Hospital  
4                     Administration, and the Association.
  
- 5
- 6           5.     Fill a vacant position for which the nurse is qualified, under  
7                     normal bid rules, without the right to displace/bump any  
8                     other nurse, from among the list of available positions to be  
9                     provided by Human Resources.
  
- 10
- 11          6.     If Nos. 1-5 above are not or cannot be utilized, the laid off  
12                     nurse may displace/bump the least senior nurse in the same  
13                     status code, or in a lower status code if the laid off RN so  
14                     chooses, in that work unit or another. The nurse displaced  
15                     by this process may also exercise such seniority  
16                     displacement rights, if any. To exercise such displacement  
17                     rights, an RN must be qualified in the new position, or  
18                     capable of becoming qualified, within six (6) weeks.

19           **8.3    Recall.** Nurses will be recalled to work in their shift and work unit in the  
20   reverse order of layoffs. Upon return, the nurse will retain seniority, step wage, and  
21   benefit accrual level including unused ETO and ~~ESDPEST~~, in effect at the time of  
22   layoff. A nurse that is laid off will have priority over new hires for vacant positions.

23

24           **8.4    Bidding for Available Positions.** Nurses in the bargaining unit may  
25   apply for posted positions, and these positions will be filled on the following basis:

- 26           **A.**     Qualified senior nurses who apply will be given preference for  
27                     vacancies, provided that on the basis of skill, training and  
28                     experience, the senior nurse meets the job standards required by  
29                     RRMC. RRMC will be the judge of the nurse's ability to meet its  
30                     standards, which will be posted when the vacancy is posted;  
31                     provided, the Hospital's judgment will not be arbitrary or capricious.



## Redline tentative agreement

1           **B.**     A nurse's transfer to a position may be delayed for only up to two  
2                   months from the date the bid is accepted. If further delay is  
3                   requested until a capable replacement is available it may be  
4                   extended by mutual consent between the manager and the nurse.  
5                   ~~unless extended by mutual consent.~~

6  
7           **C.**     RRMC will be entitled to place an inexperienced RN into a shift and  
8                   unit temporarily for training purposes to maintain skills, or for short  
9                   staff periods.

10  
11          **D.**     A regular status (Code 1 or Code 2) nurse may change status to a  
12                   Code 3 short-hour RN with management approval, but is not  
13                   eligible to bid a Code 1 or Code 2 position for six months absent  
14                   exceptional circumstances approved by the Hospital, and ~~but is not~~  
15                   ~~eligible to bid a Code 1 or Code 2 position for six months, but~~  
16                   denials shall not be arbitrary or capricious.

17  
18          **8.5     Bidding for Available Positions: Procedure and Priority.** Recognizing  
19                   that a position may be filled temporarily during the posting period, nurse managers will  
20                   notify all unit RNs via email, electronic, and bulletin board posting, and RRMC will post  
21                   electronically all vacant and newly created positions in the bargaining unit for a  
22                   minimum period of seven (7) calendar days, with the exclusions noted below:

23           **A.**     Code 3O or 3T positions;

24           **B.**     Positions modified by mutual agreement to accommodate  
25                   nurses wishing to decrease their hours of work on the same  
26                   shift and work unit; and

27  
28           **C.**     Positions for nurses exercising their rights to return to a  
29                   previous position under the final paragraph of this Article 8.5.

30  
31                   Position postings will specify the FTE, shift(s) (day, evening, night), start times,  
32                   and job requirements. The Hospital will indicate the range of anticipated variation, to  
33                   the best of its knowledge, in days of work and shifts (for example, "This position is for

## Redline tentative agreement

1 two nights, and will not normally involve Sunday work.”), but such will not be considered  
2 a guarantee. Human Resources will keep a copy of all bid postings and awards  
3 indefinitely, and will also provide a copy to the successful bidder. All unsuccessful  
4 bidders will be notified in writing of this fact within fourteen (14) calendar days of the  
5 date the posting is taken down. When positions change over time due to voluntary  
6 agreements, such will be documented on the unit and a copy kept in a master file in  
7 Human Resources.

8  
9 When a nurse bids on several posted vacancies at once, the nurse will prioritize  
10 the bids. If a regular status nurse bids on a posted position for a permanent vacancy  
11 and is appointed to the position, the nurse may not bid on any other position (except to  
12 increase FTE status while remaining in the current position) outside the current unit for  
13 nine (9) months from the nurse's transfer date unless mutually agreeable between the  
14 nurse and the Hospital.

15  
16 A regular status (Code 1 or Code 2) nurse working in the unit will have first  
17 priority to bid openings, under contract standards, in that unit, before nurses in other  
18 units wishing to bid, and the seven (7) day notice posting will state this priority. Code 3  
19 nurses will have equal bid priority to that of regular status nurses if they have worked in  
20 the nursing unit in any RN code position:

- 21 • Five (5) years, and
- 22 • A minimum average of 384 hours worked in that unit per year

23 A nurse returning from a leave of absence for a period of less than three (3)  
24 months will return to the nurse's previous position. If the nurse is absent three (3)  
25 months or longer, the nurse will have the right to the first available position for which the  
26 nurse meets the qualifications.

27  
28 All job postings will normally be for one shift (day, evening, or night) only for the  
29 posted position. A nurse may voluntarily bid for two job postings with different shifts. In  
30 addition, the Hospital may post a single bid for two different shifts in order to cover for a  
31 nurse who is temporarily (three months maximum) absent due to state or federal law  
32 leaves of absence, workers' compensation leave, or other illness or injury absence.

## Redline tentative agreement

1           The Hospital may post non-temporary variable days coverage positions based  
2 on predictable nursing unit absences, and such positions will be regular status. The  
3 variable days coverage positions in each unit will be reported quarterly to the Labor  
4 Management Committee.

5  
6           If a nurse who returns after a leave of absence is not returned to the nurse's  
7 previous position, the nurse will be returned to the previous position when, and if,  
8 vacant at the first opportunity which occurs, within eighteen (18) months from the time  
9 the nurse first returned to work.

10  
11           **8.6    Unit consolidation.** Nurses from both units will be placed in available  
12 jobs in the consolidated unit according to qualifications, on the same shift and code  
13 status, with seniority controlling placement in cases of conflict. If there are not enough  
14 positions for all affected nurses, lay-off rules will apply.

15  
16           **8.7    Unit eliminations.** Affected nurses will retain their right to bid into  
17 available open jobs based upon normal contractual factors. If bidding into available  
18 open positions is not successful, lay-off rules will apply. If a position is only available  
19 directly because of the unit elimination, the nurses in the eliminated unit will have first  
20 priority over nurses in other units in bidding on the available job.

21           **8.8    Termination of Seniority.** Seniority will be considered terminated by any  
22 of the following:

23           **A.**    Involuntary termination;

24  
25           **B.**    Layoff for lack of work or leave of absence for a period of two (2)  
26 years or more, (except where a longer period is required by law, for  
27 example, worker's compensation leaves); or

28  
29           **C.**    Resignation.  
30

Redline tentative agreement

1           A nurse who leaves the bargaining unit to accept a non-bargaining unit position  
2 with RRMC will retain, for a maximum of two (2) years from the date of leaving the  
3 bargaining unit, his or her accumulated seniority in the bargaining unit, allowing for the  
4 future bidding of vacancies without the bumping of incumbent nurses in the bargaining  
5 unit.

6  
7           A nurse who is rehired within two (2) years of voluntary resignation will be rehired  
8 at his/her most recent wage step, and have seniority that was accrued at time of  
9 resignation restored.

10

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**ARTICLE 9 - EARNED TIME OFF (ETO)**

**9.1 Purpose.** Earned time off (ETO) is provided to enable nurses to plan time off more effectively to meet both their needs and the staffing needs of their departments. Since ETO removes the accrual distinction between holiday, sick time and vacation, it provides greater flexibility in the use of time off, provides a special reward for nurses who work holidays and provides an adequate amount of time off for illness. ETO compensates nurses at their hourly rate when they are absent from work for such purposes as vacation, illness, holidays, family emergencies, religious observances, dental care and other personal time off.

**9.2 Eligibility.** This policy covers all full-time and part-time nurses who are otherwise eligible to participate in the ETO program. This policy excludes short-hour nurses.

9.3 **Accrual.** Full-time and part-time RNs will accrue ETO as follows:

**A. Full-time RNs.** ETO for full-time nurses will be accrued from the first day on the job on the following basis:

<u>Complete Years of Continuous service</u>	<u>ETO Hours Accrued Per Pay Period</u>
<u>0-4</u>	<u>7.08</u>
<u>5-9</u>	<u>8.62</u>
<u>10-14</u>	<u>10.15</u>
<u>15+</u>	<u>11.69</u>

as follows:

If a full-time nurse receives pay for 72 or more hours in a two-week payroll period, the nurses will accrue the full-time ETO benefit for the payroll period; less than 72 paid hours will accrue ETO on a pro rata basis.

~~A. Full-time RNs.~~ ETO for full-time nurses will be accrued from the first day on the job on the following basis:

<del>Completed Years of Continuous Service</del>	<del>ETO Hours Accrued Per Pay Period</del>
<del>0-4</del>	<del>7.08</del>
<del>5-9</del>	<del>8.62</del>
<del>10-14</del>	<del>10.15</del>
<del>15+</del>	<del>11.69</del>

~~If a full-time nurse receives pay for 72 or more hours in a two-week payroll period, the nurse will accrue the full-time ETO benefit for the payroll period; less than 72 paid hours will accrue ETO on a pro rata basis.~~

~~B. Part-time RNs.~~ Part-time nurses will accrue ETO from the first day on the job on hours compensated to a maximum of 80 hours per 14-day pay period. The ETO accrual rate for regular part-time nurses is:

**B. Part-Time RNs.** Part-time nurses will accrue ETO from the first day on the job on hours compensated to a maximum of 80 hours per 14 day pay period. The ETO accrual rate for regular part-time nurses is:

Redline tentative agreement

Completed Years of Continuous Service	ETO Hours Accrued Per Paid Hour
0-4	<del>.0885</del> <u>.0885</u>
5-9	<del>.10775</del> <u>.10775</u>
10-14	<del>.126875</del> <u>.126875</u>
15+	<del>.146125</del> <u>.146125</u>

1  
2 **C. Exceptions to ETO Accrual.** No ETO benefit will accrue during the  
3 following absences: (1) layoff and (2) unpaid absences in excess of 14  
4 days.

5  
6 **D. Additional ETO Accruals.** ETO will also accrue on hours ~~worked~~  
7 above 2,080 hours per calendar year, ~~up to 2,200 hours worked,~~ up to  
8 2,200 hours worked.

9  
10 These ETO accruals will be calculated and credited to an RN's account  
11 each January for the prior calendar year.

12  
13 ETO will accrue on all Hospital-compensated hours (excludes standby  
14 except as provided below). It will also accrue on mandatory call off hours  
15 from regularly scheduled FTE shift, regardless whether the RN elects to  
16 use ETO for such ~~hours,~~ hours and regardless whether the RN is placed  
17 on standby for these mandatory call off hours. There will be no double  
18 ETO accrual for the same hours.

19  
20 E. Oregon Sick Leave Law. The ETO accrual outlined above meets the  
21 Hospital's obligation as outlined under SB 454, Oregon Sick Leave Law,  
22 for regular status RNs (Code1 and Code 2). Nurses categorized as Short-  
23 Hour (Code3) are eligible for the Hospital's Oregon Paid Time Off Plan  
24 (OPTO) (Policy 400-HR-0112)

25  
26 **9.4 ETO Use.**

1           **A. No Waiting Period.** ETO hours may be used as soon as they are  
2           accrued.

3  
4           **B. Scheduling.** Requests for ETO will be submitted in writing no later  
5           than January 31 each year, for ETO to be taken between the  
6           subsequent June 1 to May 31. RRVMC will grant or deny such  
7           requests on or before February 28 of the year in question  
8           according to the guidelines listed below. At other times, such  
9           requests will be submitted in writing, and at least two (2) weeks  
10          before the schedule is posted, again, according to the guidelines  
11          listed below. The unit scheduler will respond in writing within  
12          fourteen (14) days after the request is received.

13  
14          Each nursing unit will develop a process to allocate ETO utilization among unit  
15          RNs on a calendar year basis, pursuant to Article 15.5. Each nurse will be granted  
16          ETO up to a maximum of two (2) uninterrupted weeks, consecutive if possible (subject  
17          to available ETO), before any nurse will be granted more than two (2) weeks.

18  
19          **Guidelines:**

- 20          • RN bargaining unit seniority;
- 21          • Fairness to all RNs regardless of seniority;
- 22          • Equitable rotation of ETO during most popular ETO  
23          times, including ETO requests for days during holiday weeks, school  
24          spring break, and summer months;
- 25          • Desire of RNs for occasional extended periods of ETO  
26          time;
- 27          • Schedulers may request Code 3 RNs to work for  
28          purposes of vacation relief as well as filling vacancies.

29          Notwithstanding these guidelines, once every two years, a nurse may exercise  
30          seniority on a scheduled ETO request received before March 15 to obtain a  
31          preference over a junior nurse selecting a competing scheduled ETO period.



## Redline tentative agreement

1 When requested and possible, full work week ETO will be granted. The Hospital  
2 will work with RNs to avoid partial or “broken” ETO weeks.

3  
4 Extended week or additional day(s) ETO requests, made after the March 15  
5 challenge period, will be evaluated on a first come, first served basis.

6  
7 The above guidelines will be weighed and analyzed in management's discretion.  
8 The overriding considerations will be staffing and patient care requirements. To  
9 insure safe patient care, each unit will determine the availability of ETO time, for  
10 a maximum number of RNs to be granted ETO, at any given time for specific  
11 nursing units.

12  
13 In order to minimize scheduling problems due to an RNs use of ETO for illness  
14 or injury, RRMC will: (1) Apply its absenteeism policy in injury or illness  
15 absences, and (2) not approve requests for authorized unpaid time off (for  
16 example, vacation) when an RN does not have sufficient ETO accumulation due  
17 to use of ETO for illness or injury, unless mutually agreed due to special  
18 circumstances. Use of ETO in MCO ("Mandatory Call Off") situations will not be  
19 cause for vacation disqualification.

20  
21 Once approved, ETO is not subject to cancellation after schedules have been  
22 posted, unless by mutual agreement. In addition, it is understood that an RN  
23 must actually have a sufficient ETO bank at the actual time of the ETO to cover  
24 the ETO hours under Hospital policy. Where the RN does not have sufficient  
25 available ETO hours at the time of the scheduled ETO, the Hospital will work  
26 with the RN to maintain scheduled time off in this situation based on all  
27 circumstances.

28 The system described above is to assist both RRMC and the nurses in  
29 scheduling ETO. It will not prevent a nurse from making an ETO request on  
30 shorter notice, which RRMC will consider on the basis of staffing and patient  
31 care requirements.

1           **9.5    ETO Unit Scheduling Guidelines.** The unit scheduling committee, under  
2 Article 15.5, shall set ETO scheduling guidelines. Each such committee may establish  
3 a subcommittee for the purpose of granting ETO per the unit scheduling committee and  
4 contract guidelines. These guidelines will address, at a minimum:

- 5           •           The definition of "prime time" for that unit.
- 6           •           The number of staff that can be scheduled off at any time, including  
7 "prime-time."
- 8           •           A fair and equitable system of assigning holidays including New  
9 ~~Years~~Year's Eve.

10 These guidelines must be in compliance with this Article, they are intended to  
11 supplement, but not replace, the provisions of this Agreement.

12  
13           **9.6    ETO Scheduling Dispute Resolution Procedure.** Whenever ETO  
14 scheduling decisions involving two (2) or more RNs wanting the same ETO day(s)  
15 cannot be worked out on the nursing unit level itself, ETO scheduling decisions by  
16 RRMC may be challenged by an affected RN through the following procedure:

- 17           •           Challenges to ETO schedule decisions must be initiated within  
18 ten (10) days of vacation schedule decisions.
- 19           •           Within ten (10) days thereafter, a committee of one  
20 management official, one Association representative, and one RN from  
21 the affected nursing unit selected by nursing unit RNs, will hear and make  
22 recommendations on the dispute. Committee members will be selected  
23 each April, and will serve on a one-year basis thereafter.
- 24           •           The committee's recommendation will be accepted by  
25 management unless clearly inconsistent with patient care requirements,  
26 as determined by the Vice President for Nursing.

27                      If the procedures under Articles 9.4, 9.5, and 9.6 are not followed, the  
28 grievance procedure will apply.

1 9.7 **Specific ETO Utilization Rules.** Time off with pay is provided so nurses  
2 may enjoy a period of rest and relaxation and be better prepared to meet the physical  
3 and emotional demands of patient care. For this reason nurses are encouraged to  
4 utilize fully ETO on a scheduled basis as outlined above. In addition, other rules apply,  
5 as follows:

6 **A. Maximum Accrual and Cash Out.** Earned time off may not be  
7 accrued in excess of a nurse's ETO benefit amount for a one and  
8 one half (1 ½)~~one and one half (1-½)~~ year period. If a nurse  
9 requests ETO in a timely manner and it is not granted, the non-  
10 accrual provision of this paragraph will not apply. Up to sixty (60)  
11 hours (Code 2) and one hundred twenty (120) hours (Code 1) of  
12 ETO may be cashed out each year at the RN's option per Hospital  
13 policy.

14  
15 **B. Maximum Utilization.** A nurse may not take more than one year's  
16 ETO accrual at any one time without mutual agreement between  
17 the nurse and management.

18  
19 **C. Personal Illness or Injury.** ETO benefits will be used in case of  
20 personal illness or injury or unscheduled absence, except where  
21 provided to the contrary in this Agreement.

22  
23 **D. Oregon Sick Leave Law. Up to forty (40) hours of ETO benefits**  
24 accrued each calendar year will be used for absences covered by  
25 the Oregon Sick Leave Law, including reasons covered by the  
26 Oregon Family Medical Leave Act (OFLA), Oregon's domestic  
27 violence and stalking law, and in the event of a public health  
28 emergency.

29  
30 **ED. Unpaid Personal Leaves of Absence.** Available ETO or ESDP~~T~~  
31 benefits must be utilized for personal leaves of absence, unless  
32 there are extenuating circumstances. ETO benefits must~~to~~ be  
33 used before ESDP~~T~~ benefits. ESDP~~T~~ leave under Hospital policy

Redline tentative agreement

1 may ~~not~~ be used for time off work due to dependent care, or  
2 parental, educational, or military leaves. It is recognized that a  
3 spouse or dependent illness, accident, or death may be sufficiently  
4 serious to cause a medical condition to an RN that would qualify  
5 the RN for ~~ESDPT~~ use (medical verification may be required.  
6 Nurses returning from a personal medical leave of absence may be  
7 requested to have a medical examination by a physician  
8 designated by the Hospital and at the Hospital's expense.

9 After two (2) years seniority and once every two (2) years  
10 thereafter, a regular status nurse may request a maximum of five  
11 (5) weeks personal leave of absence where staffing permits. This  
12 personal leave may be extended up to an additional eight (8)  
13 weeks by mutual agreement of the Hospital and nurse. A short-  
14 hour (Code 3) RN may request a leave of absence under similar  
15 terms as regular status RNs.

16  
17 Articles 9.6 and 12.1 apply to such leaves.

18  
19 A short-term disability plan, which includes coverage for  
20 pregnancy-related disabilities as well as other disabilities, is  
21 available to eligible employees. The employee pays the full  
22 premium for this option plan. Contact RRMC Human Resources  
23 Benefits and Compensation Department for further information  
24 regarding leaves of absence and coverage under short- or long-  
25 term disability plans.

26  
27 **F. Workers' Compensation. Accrued ETO benefits may be used**  
28 **for scheduled workdays missed due to and on the job accident or**  
29 **illness if the workday is not paid by workers' compensation.**~~**E.**~~

30 ~~**Workers' Compensation. Accrued ETO benefits may be**~~  
31 ~~**used for scheduled workdays missed due to an on-the-job accident**~~  
32 ~~**or illness if the workday is not paid by workers' compensation.**~~

1  
2 **GF.** **MCO.** ETO benefits may be used, but will not be considered  
3 mandatory, for scheduled work days missed when a nurse is called  
4 off, mandated to un-schedule his/her shift or part thereof, or given  
5 the option to go off the schedule any time within the nurse's shift  
6 due to low census, nursing unit closures (for example, on a holiday)  
7 or low acuity. This includes nurses who may also receive stand-by  
8 pay.

9  
10 **H.** **Trades.** When an RN trades shifts with another RN, ETO may be  
11 used but will not be considered mandatory.

12 **I.** **Association Business.** When an RN schedules off for  
13 Association business, ETO may be used but will not be considered  
14 mandatory.

15 **J.G.** **Jury Duty and Bereavement.** Jury duty and bereavement  
16 absence taken under Article 12 will be paid separately from ETO.

17  
18 **KH.** **Part-time RNs.** Part-time nurses may not take ETO over a longer  
19 period of time than the same period of ETO taken by full-time  
20 nurses.

21  
22 **L.** **Military Duty.** Nurses who are members of the military reserve or  
23 National Guard who are ordered to either active duty or annual  
24 training (but not weekend drills) will provide their clinical manager a  
25 copy of their written orders within seven (7) days after they have  
26 been received by the nurse if the nurse intends to use ETO time for  
27 military leave.

28  
29 **MJ.** **Scheduled Hours.** ETO hours when utilized by a nurse will be  
30 paid up to the amount of the scheduled hours for the day in  
31 question. If an RN is scheduled above his or her FTE status, and  
32 then canceled, ETO will be available.

33

Redline tentative agreement

1            **NK.**    **Holidays.** If a holiday falls during a nurse's first sixty (60) days of  
2            employment and if the holiday is a customary workday, but the  
3            nurse is not scheduled to work, the nurse may use ETO whether  
4            accrued or not for the holiday. ETO hours paid on any one of the  
5            actual holidays listed in Article 10 count as straight-time hours  
6            worked in calculations for overtime.

7  
8            **OL.**    **Transfer to Short-Hour Status.** Upon transfer to short-hour  
9            status, ETO hours accrued will be paid if the nurse is eligible.

10  
11          **PM.**    **RN Terminations.** ETO accruals are paid to the nurse upon  
12          termination. If a nurse is discharged for gross misconduct, she/he  
13          will not be eligible for this benefit.

14          **QN.**    **Suspensions.** ETO hours may not be used to cover absences  
15          due to a disciplinary suspension, but may be used during  
16          investigatory suspensions.

17  
18          **RO.**    **RN Request for Code 2 or 3 RNs to “Cover” for Scheduled**  
19          **Time.** RNs may request Code 2 RNs to cover for their normal  
20          scheduled shifts before the schedule is posted and final. After  
21          schedules are balanced (including utilization of all available staff,  
22          including Code 3 RNs), and schedules are posted and final, an RN  
23          who has requested but who has been denied ETO for some part of  
24          the period covered by the schedule may request an available Code  
25          3 RN to work the shift(s) in question, so that the RN can take the  
26          ETO requested but denied. Once ETO is granted based on Code 3  
27          RN acceptance of such request to cover, and the Code 3 RN's  
28          availability for such shift(s), it will not be rescinded. This Code 3  
29          RN coverage option to obtain previously denied ETO may be  
30          utilized regardless of which calendar days of the year are involved.

31

1           **9.8    ETO Payment Calculations.** At the nurse’s option, all hours actually  
2 worked above the nurses FTE may be considered for purposes of compensating RNs  
3 for ETO, and such hours will be calculated on the basis of the prior six (6) pay periods.

4           Example 1 – Calculation of Weekly Optional ETO:

5  
6           A Code 1 RN is regularly scheduled thirty-six (36) hours (three (3) twelve (12)  
7 hour shifts) a week, but actually works an average of forty (40) hours over the  
8 prior six (6) payroll periods. The nurse who requests, will receive forty (40) (not  
9 thirty-six (36)) hours of accrued ETO payment for one week’s vacation

10  
11           Example 2 – Calculation of Daily Optional ETO:

12           Step 1: Calculate the total hours worked in the immediately preceding six (6)  
13 pay periods.

14           Step 2: Calculate the total regularly scheduled shifts up to the RNs FTE for the  
15 same period.

16           Step 3: Divide Step 1 by Step 2 to determine the RN’s average hours worked  
17 per regularly scheduled shift for the same period.

18           Step 4: Pay a single day ETO based on such average hours.

19           **9.9 Prime Time ETO Scheduling Incentive.**

20  
21           The Hospital and the Association agree to implement the Prime Time ETO Bonus Program  
22 describe below. “Prime Time ETO” is defined as a three consecutive month period of time  
23 during which there is a high demand for ETO and/or a historically high patient volume. Each  
24 unit will designate the three-month period of time during which this Prime Time ETO Bonus  
25 Program will be available to nurse(s) on that unit.

26  
27           A. Bargaining unit nurses who are interested in being considered for the Prime Time ETO  
28 bonus program in a particular year must notify their manager by January 1 of that year.

29  
30           B. A bargaining unit nurse who meets the following requirements will receive a bonus up to  
31 \$1500. The bargaining unit employee must:

32  
33                   1. Have been informed by their manager that they are eligible to  
34 participate in the Prime Time ETO bonus program.

35  
36                   2. Not take more than two (2) consecutive scheduled shifts as ETO  
37 during the period Prime Time ETO scheduling period; and

38  
39                   3. Not take more than a total of three (3) days of ETO during the Prime Time ETO  
40 scheduling period.

1  
2 C. In addition:  
3

- 4 1. This \$1500 bonus is based on bargaining unit employees who have worked 72 or  
5 more hours per pay period during the Prime Time ETO scheduling period.  
6  
7 2. Bargaining unit nurses who work less than 72 hours per pay-period during the  
8 Prime Time ETO scheduling period will have the ETO Bonus payout pro-rated based  
9 on a 72 hour pay period.  
10  
11 3. ETO hours taken in compliance with Section 2 above will count as hours worked for  
12 purposes of bullet 1 and 2 in section 3.  
13  
14 4. For every ten (10) bargaining unit FTE's in a unit, the Hospital will offer a minimum  
15 of one (1) FTE for Prime Time ETO bonus eligibility; however, based on unusual  
16 circumstances, the Hospital and ONA can mutually agree to increase the number of  
17 bargaining unit employees of a particular unit of the Prime Time ETO Bonus  
18 program. Examples of unusual circumstances include but are not limited to high unit  
19 vacancy rate, large number of nurses needing precepting on a unit and/or nurses  
20 out on leave on a unit.  
21  
22

23 D. During periods of low census occurring during the Prime Time ETO scheduling period, a  
24 nurse may be asked to take time off. If a nurse manager or designee sends a  
25 bargaining unit nurse home, and that bargaining unit nurse is on the Prime Time ETO  
26 bonus program, those lost hours will not be counted against the total ETO taken during  
27 these months for the purposes of calculating qualification for the Prime Time ETO  
28 Bonus program payout.  
29

30 E. The payment for the Prime Time ETO Bonus Program will be made not later than forty-  
31 five (45) days after the conclusion of the Prime Time ETO scheduling period.  
32

33 F. Part-time (Code 2 nurse) Prime Time Bonus:  
34

35 1. Code 2 bargaining unit nurses with an FTE of 0.6 or less will be eligible for an  
36 additional Prime Time bonus of \$1500 if they meet all of the following  
37 requirements:  
38

39 a. Indicate a desire to participate in this program to their manager, and the  
40 manager confirms there is a need, on or before April 1 of each year.  
41

42 b. Sign up for shifts before the posted schedule is up for at least 416 hours of  
43 time during the Prime time scheduling period.  
44

45 c. Actually work 416 hours during the Prime Time scheduling period .Credit  
46 will be given for any hours not worked because of staffing adjustments  
47 made in accordance with Article 8.



1 **ARTICLE 10 - HOLIDAYS**

2 **10.1 Identified Holidays.** Holidays are a built-in component of ETO.  
3 However, nurses who are required to work on any of the following holidays will be paid  
4 premium pay:

New Year's Day	Easter Day
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Christmas Day	Christmas Eve Day

5  
6 **10.2 Pay for Holiday Work.** Nurses who work on a designated holiday will  
7 receive time and one-half hourly pay if the hours are not otherwise covered at the  
8 overtime rate.

9 The holidays are celebrated on a twenty-four (24) hour basis as follows:

- 10  
11 • The holiday starts at 11:00 p.m. on the day before the holiday.

12  
13 **10.3 Scheduling Holidays Off.** Because of patient care requirements, it is not  
14 possible for all nurses to take these holidays off at the regularly scheduled times. The  
15 Hospital will schedule time off on holidays in accordance with the work unit's need for  
16 coverage. Within each work unit an effort will be made to schedule holidays on a  
17 rotating basis among all full-time and part-time nurses.

18  
19 **10.4 Standby Call In on Select Holidays.** A nurse who is called in from  
20 scheduled standby on Thanksgiving, Christmas or New Year's Day holidays will be paid  
21 at a double time rate. This pay rate will apply in the following nursing units only:  
22 Operating Room, Cath Lab, PACU, and Endoscopy, and other nursing units which  
23 regularly schedule standby when the unit is closed in order to provide for 24/7 staffing  
24 coverage.

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**ARTICLE 11 -- ~~Employer Sponsored Disability Plan (ESDP)~~ EXTENDED SICK TIME (EST)**

**11.1 Purpose.** ~~RRMC provides an Employer Sponsored Disability Plan (ESDP) which is a short term disability benefit to provide for protection against loss of income sustained because of the RN's personal illness (injury or sickness) sufficiently severe to~~ ~~RRMC provides protection against loss of income sustained because of the RN's personal illness (injury or sickness) sufficiently severe to~~ cause a nurse to miss more than twenty-four (24) consecutive hours of scheduled work.

**11.2 Accrual.**

**A.** ~~Beginning with the first~~ ~~A.~~ Beginning with the first day of employment, regular status nurses will begin accruing ~~ESDPEST~~.

**B.** Full-time nurses who are paid for sixty-four (64) or more hours in a two-week payroll period will accrue a full ~~ESDPEST~~ benefit of 2.15384 hours; nurses who work less than sixty-four (64) paid hours will accrue a pro rata share of ~~ESDPT~~.

**C.** Part-time nurses will accrue ~~ESDPT~~ on scheduled hours plus excess hours worked to a maximum of eighty (80) hours per fourteen (14) day pay period; provided, where scheduled hours are changed or an AA (Approved Absence) day is granted at the request of the nurse, ~~ESDPT~~ will not accrue on scheduled but unworked hours. Part-time nurses will accrue ~~ESDPT~~ hours at the rate of .026923 hours for each scheduled hour.

Redline tentative agreement

1        **D.** ESDPT hours may be accrued to a maximum of 1,040 hours. Each  
2        year in December, RNs who have reached this maximum will         
3        receive pay for fifty percent (50%) of ESDPT hours they would         
4        have accrued (absent this cap) in the prior twelve (12) month         
5        period (December to November).

6  
7        **11.3 Using ESDPT.**

8        **A. Waiting Period after Hire.** ESDPT can be used as soon as it is         
9        accrued. ESDPT benefits must be used for all unscheduled         
10        absences related to a nurse's ~~medical condition.~~~~medical condition.~~

11  
12        **B. Waiting Period/Each Occurrence.** Accrued ESDPT shall be used  
13        starting with the 25th consecutive scheduled hour missed, or the         
14        fourth scheduled workday missed regardless of hours, whichever         
15        comes first, ~~due to -personal illness when the illness is sufficiently~~  
16        ~~sever to require the nurse to miss work.~~~~due to personal illness~~  
17        ~~when the illness is sufficiently severe to require the nurse to miss work.~~       

18        However, first hour immediate ESDPT access will be provided if the  
19        RN is hospitalized either in-patient or for short-stay surgery when         
20        surgery time and the recovery period equals at least twenty-four         
21        (24) scheduled hours, and in connection with injuries or illness         
22        covered by workers' compensation, as described in Article 11.3(D)         
23        hereof. In addition, first hour ESDPT access will be granted for an         
24        absence due to the recurrence, within a seven (7) day period of         
25        return to work, of the same ~~injury/illness~~~~injury/illness~~ for which the         
26        twenty-four (24) hour waiting period has already been satisfied.         
27        There will be only one (1) twenty-four (24) hour waiting period each  
28        rolling twelve (12) month period for the same ~~medical~~~~medical~~         
29        condition before an RN on intermittent FMLA leave can access         
30        ESDPT benefits on a first hour basis.

31  
32        **C. Medical Verification.** If deemed necessary by RRMC, a nurse         
33        may be required to obtain a physician clearance before returning to

Redline tentative agreement

1 \_\_\_\_\_ work. In situations of suspected misuse of ~~ESDPT~~, as a condition  
2 \_\_\_\_\_ of access to ~~ESDPT~~ for the episode claimed, RRMC may require  
3 \_\_\_\_\_ the nurse to provide a ~~doctor's~~~~doctor's~~ certificate that the nurse  
4 \_\_\_\_\_ was unable to work because of the claimed illness. This \_\_\_\_\_  
5 \_\_\_\_\_ requirement is subject to state and federal laws on leaves of \_\_\_\_\_  
6 \_\_\_\_\_ absence, which can be accessed in Human Resources.

7  
8 **D. Workers' Compensation.** Accrued ~~ESDPT~~ benefits may be used  
9 \_\_\_\_\_ to cover the three (3) day waiting period for workers' compensation  
10 \_\_\_\_\_ time loss coverage, as soon as it is determined that the three (3)  
11 \_\_\_\_\_ days are not otherwise covered by workers' compensation. \_\_\_\_\_  
12 \_\_\_\_\_ Accrued ~~ESDPT~~ benefits will also be used for missed shifts due to  
13 \_\_\_\_\_ workers' compensation leave of absence, up to twenty percent \_\_\_\_\_  
14 \_\_\_\_\_ (20%) of the RNs FTE status (e.g., 1.6 ~~ESDPEST~~ hours a day, \_\_\_\_\_  
15 \_\_\_\_\_ eight (8) ~~ESDPT~~ hours a week for five (5) day, forty (40) hours a  
16 \_\_\_\_\_ week, full-time RNs), after fourteen (14) days of workers'  
17 \_\_\_\_\_ compensation leave.

18  
19 **E. Return to Work.** When a nurse can return to work from ~~ESDPT~~  
20 \_\_\_\_\_ leave with restrictions, RRMC and the nurse will make every \_\_\_\_\_  
21 \_\_\_\_\_ reasonable effort to accommodate such return, provided the nurse  
22 \_\_\_\_\_ can perform a productive and available job. Such job can be a \_\_\_\_\_  
23 \_\_\_\_\_ temporary placement into a vacant position without bidding. When  
24 \_\_\_\_\_ such accommodation is not possible, the release must be without \_\_\_\_\_  
25 \_\_\_\_\_ restrictions. This is not intended to modify RRMC's obligations \_\_\_\_\_  
26 \_\_\_\_\_ under the Americans with Disabilities Act. RRMC will work with \_\_\_\_\_  
27 \_\_\_\_\_ RNs to maximize the opportunities for return to productive work \_\_\_\_\_  
28 \_\_\_\_\_ from ~~ESDPT~~ status.

29 **F. Payment of ~~ESDPT~~ Benefits.** ~~ESDPT~~ hours will be paid \_\_\_\_\_  
30 \_\_\_\_\_ according to the nurse's regularly scheduled hours of work. \_\_\_\_\_  
31 \_\_\_\_\_ ~~ESDPT~~ hours will not be paid upon termination or transfer. Where  
32 \_\_\_\_\_ a nurse transfers to an ineligible status (e.g. short-hour status) \_\_\_\_\_

Redline tentative agreement

1 \_\_\_\_\_ accrued ~~ESDPT~~ will be frozen and held for future use when the \_\_\_\_\_  
2 \_\_\_\_\_ nurse returns to an eligible status.

3  
4 **G. ESDPT Payment Calculations.** At the nurse's option, all hours \_\_\_\_\_  
5 \_\_\_\_\_ actually worked above the nurse's FTE may be considered for \_\_\_\_\_  
6 \_\_\_\_\_ purposes of compensating RNs for ~~ESDPT~~, and such hours will be .  
7 \_\_\_\_\_ calculated on the basis of the prior six (6) pay periods.

8  
9 Example: A Code 2 RN is regularly scheduled twenty-four (24) hours (two  
10 \_\_\_\_\_ (2) twelve (12) hour days) a week, but actually works on average of thirty-  
11 \_\_\_\_\_ two (32) hours a week over six (6) payroll periods. The nurse who  
12 \_\_\_\_\_ requests will receive thirty-two (32) hours (not twenty-four (24)) ~~ESDPT~~ for  
13 \_\_\_\_\_ a missed week of work due to illness.

14  
15 **H. Code 3B RN ESDPT.** Code 3B RNs may access their "frozen" (as  
16 \_\_\_\_\_ of the time of transfer from Code 1 or Code 2 status to Code 3 \_\_\_\_\_  
17 \_\_\_\_\_ status) ~~ESDPT~~ accounts as follows: Only bid shifts count for the \_\_\_\_\_  
18 \_\_\_\_\_ twenty-four (24) hour waiting period or for ~~ESDPT~~ eligibility and \_\_\_\_\_  
19 \_\_\_\_\_ payments. Code 3B RNs will not accrue additional ~~ESDPT~~ benefits  
20 \_\_\_\_\_ while on Code 3 status. All other Article 11.3 eligibility rules apply.

21 **Daily optional ~~ESDPT~~ calculations will be the same as for ETO under Article 9.8.**

1  
2 **ARTICLE 12 - LEAVES OF ABSENCE**

3 12.1 **Personal Leaves of Absence.** Personal leaves of absence may be  
4 granted to regular status nurses at the Hospital's discretion, for up to twelve (12)  
5 consecutive weeks, independent of any leaves provided for by law.

6  
7        A leave of absence must be requested in writing, and approved by the nurse's  
8 clinical manager. See also Article 9.7.~~DE~~ regarding ETO/ES~~DPT~~ utilization rules.  
9 Article 9.6 will apply if there is a conflict with respect to ETO scheduling in the event a  
10 personal leave is denied.

11 12.2 **Bereavement Leave.** When a death occurs in the immediate family,  
12 including domestic partner or children of a domestic partner of a full-time nurse, the  
13 nurse will be entitled to three (3) shifts off with pay at the hourly rate. A part-time nurse  
14 will be entitled to two (2)- shifts off with pay at the hourly rate. Bereavement leave must  
15 be taken within six (6) months of the death or the knowledge thereof. Paid  
16 bereavement leave will not be included in calculations for overtime. Paid bereavement  
17 leave taken under this Article 12 will run concurrently with any bereavement leave to  
18 which an employee may be entitled under the Oregon Family Leave Act (OFLA)

19  
20 12.3 **Immediate Family.** For purposes of this Article 12, immediate family  
21 shall be the nurse's spouse, parents, children (natural, foster, or adopted), domestic  
22 partner, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-  
23 in-law, brothers, sisters, grandparents, grandchildren, and current step-parent, step-  
24 child, step-brother and step-sister, and shall also include a non-relative living in the  
25 RN's household with a close personal relationship with the RN similar to that of a family  
26 member.

27  
28 12.4 **Jury Duty.** A nurse who is required to perform jury duty will be permitted  
29 the necessary time off to perform such service and will be paid the difference between  
30 the nurse's hourly rate for the scheduled work hours missed and the jury pay received,  
31 provided arrangements for the time off are made with the nurse's supervisor in  
32 advance. The nurse must furnish a signed statement from a responsible officer of the  
33 court as proof of jury service and jury duty pay received.

Redline tentative agreement

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\_\_\_\_\_ Jury duty pay is limited to the RNs scheduled hours missed up to the budgeted FTE hours~~forty (40) hours~~ per workweek and will not be included in calculations for overtime.

\_\_\_\_\_ If the nurse reports to jury duty and actually serves on a jury, such nurse will not be required to report back to work on that day. If the nurse reports for jury duty but is released for the day, the nurse will return to the Hospital for remaining contingent shift hours. A nurse scheduled for the night shift immediately prior to a day of jury duty will be taken off the night shift schedule, and given a contingent day shift schedule.

\_\_\_\_\_ The nurse will be available for normal weekend rotation in any workweek the nurse does not serve a minimum of four days on jury.

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**ARTICLE 13 - BENEFITS**

       **13.1 Disability Insurance.** RRMC agrees to continue its current long-term disability insurance or a substantially equivalent program for nurses who meet the eligibility requirements of said plan. RRMC will pay the full premium. Part-time nurses will be eligible for pro-rated long-term disability benefits according to hours worked.

       A short-term disability plan, which includes coverage for pregnancy-related disabilities, is available to eligible employees. The employee pays the full premium for this optional plan. Nurses may access the details of this plan in the Human Resources office.

       **13.2 Group Life Insurance.** RRMC agrees to continue its group life insurance or a substantially equivalent program for nurses who meet the eligibility requirements of said plan. RRMC will pay the full premium for the \$50,000 maximum plan coverage. Additional insurance coverage may be purchased by employee.

       **13.3 Retirement Plan.** The Hospital agrees to continue the existing retirement plan or a substantially equivalent plan for all nurses who meet the eligibility requirements of the plan.

       **13.4 Health Insurance Coverage.**  
Asante currently offers three (3) medical insurance plans to bargaining unit RNs, as follows:

- ~~1.~~ Asante Health Care Plan (AHP1)
- ~~2.~~ Asante Health Care Plan 2 (AHP2)
- ~~3.~~ Asante Health Care Plan 3 (AHP3)

       It is understood that Asante Health Plans have a pharmacy component which will be considered part of the Asante Health Insurance Plan(s) for all purposes under this Article 13.

**A.** Premiums Plan Cost, and Redesign.



## Redline tentative agreement

1 \_\_\_\_\_ Premiums for the two Asante medical plans will be shared between the  
2 \_\_\_\_\_ eligible employee and the Hospital based on full time, part time  
3 \_\_\_\_\_ (scheduled minimum of fifty-six (56) hours per pay period), or part time  
4 \_\_\_\_\_ (scheduled forty to fifty-five (40-55) hours per pay period) status, and  
5 \_\_\_\_\_ based on four tiers of available coverage. .

6  
7 \_\_\_\_\_ The individual RN premium will not increase above ten percent (10%) per  
8 \_\_\_\_\_ calendar year.

9  
10 \_\_\_\_\_ Plan premiums will be allocated between the Hospital and the registered  
11 \_\_\_\_\_ nurse, exactly the same as between the Hospital and other comparable  
12 \_\_\_\_\_ employees covered by Asante medical plans. Comparable employees  
13 \_\_\_\_\_ are those with similar family status tier and code/scheduled hours status,  
14 \_\_\_\_\_ wellness plan participation, care management, and other consistently  
15 \_\_\_\_\_ applied, specific identifiable factors. Such factors will be first negotiated  
16 \_\_\_\_\_ under Article 13.4.C, will be applied equally to all comparable plan  
17 \_\_\_\_\_ participants, and will be based on objective criteria. There will be no  
18 \_\_\_\_\_ distinction made between salaried and hourly Hospital employees for  
19 \_\_\_\_\_ purposes of health insurance benefits and premiums.

20  
21 \_\_\_\_\_ Health benefits eligibility and cost sharing will change as of the first of the  
22 \_\_\_\_\_ month after the effective date of a formal code change, except as  
23 \_\_\_\_\_ provided otherwise by law.

24  
25 **B. Eligibility.** A nurse is "full-time" for purposes of eligibility for health  
26 \_\_\_\_\_ benefits if the nurse is regularly scheduled to work at least seventy-two  
27 \_\_\_\_\_ (72) hours a pay period, with scheduled ETO counting as time worked. A  
28 \_\_\_\_\_ nurse is "part-time" for the purpose of eligibility for health benefits if the  
29 \_\_\_\_\_ nurse is regularly scheduled to work forty (40) to seventy-one (71) hours a  
30 \_\_\_\_\_ pay period, with scheduled ETO counting as time worked. A Code 3  
31 \_\_\_\_\_ nurse may also become eligible for health benefits due to the application  
32 \_\_\_\_\_ of the rules under the Affordable Care Act. Such Code 3 RNs who

1 \_\_\_\_\_ accepts offered coverage will not be eligible for the fifteen percent (15%)  
2 \_\_\_\_\_ wage premium during all coverage periods.  
3 \_\_\_\_\_ Oregon registered domestic partner RNs and their dependents are eligible  
4 \_\_\_\_\_ for health benefits to the same extent as married RNs.

5 **C. Plan Modification.** The Hospital will offer to bargaining unit nurses the  
6 \_\_\_\_\_ same plan(s) it offers to all other comparable eligible Asante employees,  
7 \_\_\_\_\_ that is, the same deductibles, co-insurance, premium sharing, benefits,  
8 \_\_\_\_\_ and eligibility.

9 \_\_\_\_\_ It is recognized that significant new legal regulation of health insurance on  
10 \_\_\_\_\_ both the federal and State of Oregon levels is now occurring. This  
11 \_\_\_\_\_ regulation imposes short and long term obligations on the Hospital to  
12 \_\_\_\_\_ modify its health insurance plans to comply with law and to avoid  
13 \_\_\_\_\_ penalties and taxes for maintaining practices or plans which are  
14 \_\_\_\_\_ disfavored by such new laws and regulations. Plan modifications may  
15 \_\_\_\_\_ also be made in light of annual cost increases.

16  
17 \_\_\_\_\_ When changes in any aspect of Asante health insurance plans are  
18 \_\_\_\_\_ proposed by the Hospital, the following negotiation procedure will take  
19 \_\_\_\_\_ place:

20 1. The Hospital will give the ONA at least forty-five (45) days advance  
21 \_\_\_\_\_ notice and opportunity to negotiate about proposed changes. This  
22 \_\_\_\_\_ forty-five (45) day period will be shortened only if required by legal  
23 \_\_\_\_\_ implementation deadlines. This forty-five (45) day period will  
24 \_\_\_\_\_ supersede and replace the thirty (30) day period (prior to final  
25 \_\_\_\_\_ Hospital action) in Article 4 hereof. No plan changes will be made  
26 \_\_\_\_\_ until this negotiating period has expired.

27  
28 2. The parties in such negotiations will consider and analyze the  
29 \_\_\_\_\_ proposed changes. The goal will be to modify the plans in such a  
30 \_\_\_\_\_ way as to retain the best and most acceptable plan benefits  
31 \_\_\_\_\_ possible, in light of legal requirements and cost factors.

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Redline tentative agreement

1           3.       Changes in plan benefits and premiums for an upcoming year will  
2           \_\_\_\_\_ be finalized no later than August 15 of each year, and negotiations  
3           \_\_\_\_\_ will start at a sufficiently early date to meet this goal. The Hospital  
4           \_\_\_\_\_ shall obtain actuarial premium projections as soon as possible for  
5           \_\_\_\_\_ an upcoming plan year; share all such information with the  
6           \_\_\_\_\_ Association; and expeditiously negotiate with the Association  
7           \_\_\_\_\_ regarding benefit and premium reconfigurations. Information about  
8           \_\_\_\_\_ proposed upcoming plan year changes will be provided one (1)  
9           \_\_\_\_\_ week in advance of meetings on such changes. Additionally, the  
10          \_\_\_\_\_ Hospital and the Association will meet at least once, prior to August  
11          \_\_\_\_\_ 15<sup>th</sup>, to review plan performance during the plan year.

12  
13          4.       Strategic planning for health care benefit and premium changes will  
14          \_\_\_\_\_ be an ongoing process, and part of an Association-Hospital  
15          \_\_\_\_\_ partnership tasked with analyzing short-term (annual) and long-  
16          \_\_\_\_\_ term (multiple year) legal, cost, and strategic health insurance  
17          \_\_\_\_\_ initiatives and actions. This process will involve, at least three (3)  
18          \_\_\_\_\_ meetings per year (unless otherwise agreed between the parties) to  
19          \_\_\_\_\_ discuss strategic plans for all health insurance issues, and to obtain  
20          \_\_\_\_\_ input on such issues from unit RNs as health care professionals.  
21          \_\_\_\_\_ Up to five (5) RN participants will be compensated at their regular  
22          \_\_\_\_\_ straight time rate at such annual meetings. The above forty-five  
23          \_\_\_\_\_ (45) day negotiating time limit will only apply to health insurance  
24          \_\_\_\_\_ changes to be implemented promptly by the Hospital, not long-term  
25          \_\_\_\_\_ strategic health insurance issues.

26  
27          5.       If the Federal Patient Protection and Affordable Care Act is  
28          \_\_\_\_\_ significantly modified through legislation, or judicial decision,  
29          \_\_\_\_\_ executive order, or administrative regulations during the contract  
30          \_\_\_\_\_ term, the Hospital and the Association will bargain over the impact  
31          \_\_\_\_\_ of such change on health insurance under Article 13.4.C  
32          \_\_\_\_\_ procedures.

1           **D.     HIV/Hepatitis Fund.** Subject to RRMC and Association finding a mutually  
2           \_\_\_\_\_ acceptable independent administrator for an HIV and Hepatitis C Fund,  
3           \_\_\_\_\_ the independent administrator will be authorized to receive direct nurse  
4           \_\_\_\_\_ contributions and matching Hospital contributions, the latter not to exceed  
5           \_\_\_\_\_ \$4,800 per calendar year, to be used to pay the COBRA continuation  
6           \_\_\_\_\_ coverage premium of nurses who contract AIDS or Hepatitis C from their  
7           \_\_\_\_\_ duties at RRMC and are eligible thereby for workers' compensation.

8           **E.     Non-Coverage Option.** A nurse who certifies to RRMC in writing with  
9           \_\_\_\_\_ adequate substantiating documents that the nurse is covered by another  
10          \_\_\_\_\_ health insurance plan may elect to have no health benefit coverage  
11          \_\_\_\_\_ through RRMC. Such election to withdraw from coverage must comply  
12          \_\_\_\_\_ with state and federal law, and be without penalty or tax to the Hospital.

13  
14          \_\_\_\_\_ **13.5   Physical examinations.** At the beginning of employment RRMC will  
15          provide a comprehensive employment physical for full-time and part-time nurses.  
16          RRMC will provide full-time and part-time nurses, once every two (2) years and at  
17          RRMC's expense, the following tests when ordered by the nurse's primary care provider  
18          ~~ordered by the nurse's physician~~: a complete blood count; chemistry screen; pap  
19          smear; chest x-ray; for nurses age forty (40) or older, an EKG; and for female nurses  
20          age thirty-five (35) or older, a mammogram.

21  
22          \_\_\_\_\_ **13.6   Laboratory Examinations.** When directed by RRMC's infection  
23          committee, a laboratory examination will be provided by RRMC at no cost to the nurse.

24  
25          \_\_\_\_\_ **13.7   Dental Benefits.** RRMC agrees to continue its dental benefits or a  
26          substantially equivalent program for all nurses who meet the eligibility requirements of  
27          said plan. RRMC will contribute a minimum of 80 percent for single-party coverage and  
28          a minimum of 70 percent for two-party and family coverage.

29  
30          \_\_\_\_\_ **13.8   Leaves of Absence.** Except as described below, nurses may continue  
31          their enrollment in the medical health and dental benefit program during approved  
32          leaves of absence as listed in Article 12.1 by paying the full monthly premiums. With  
33          respect to leaves for personal or family illness as covered by the Family & Medical

1 Leave Act of 1993, RRMC will make premium payments under this Article for the  
2 required number of months in connection with such leaves. RRMC may require such  
3 illness to be certified by a physician.

4  
5 **13.9 Flexible Spending Accounts.** To provide nurses the opportunity to  
6 maximize take-home pay by paying certain predictable expenses with pretax dollars,  
7 RRMC will continue its current flexible spending accounts which qualify under Sections  
8 125 and 129 of the Internal Revenue Code.

9 **13.10 Infection Control Protocol.** When RRMC requires an asymptomatic RN  
10 who is apparently healthy and capable of working to miss scheduled work pursuant to  
11 RRMC identification of a potential communicable disease, and RRMC initiation of  
12 infection control protocol:

- 13 a. The RN will be offered available and suitable work to make up the  
14 lost scheduled hours, if this can be done without risk of infection to other  
15 employees;
- 16 b. Alternatively, RRMC will pay the RN for the lost scheduled hours at  
17 the RN's base rate.
- 18 c. RRMC will pay for testing and treatment expenses.

19  
20 This Section is not designed to become operative when an RN is actually sick or  
21 injured. In such event, normal ES~~DPT~~ and ETO utilization and eligibility or workers'  
22 compensation will apply.

1  
2  
3 **ARTICLE 14 - PROFESSIONAL DEVELOPMENT**

4        **14.1 Performance Reviews.** Hospital will provide evaluations of the work  
5 performance of each nurse covered by this Agreement.  
6

7        Bargaining unit nurses will be requested to provide feedback on other employees  
8 for purposes of peer reviews. (The bargaining unit RN who provides such feedback will  
9 not be part of the performance review unless the employee requests.)  
10

11        **14.2 Compensation for Required Education.** In the event a nurse is required  
12 by RRMC to attend educational functions outside the nurse's normal shift, the nurse will  
13 be compensated for the time spent at such functions at the nurse's hourly rate. RNs on  
14 an extended (ten (10) or twelve (12) hour) night shift will be compensated at the  
15 straight-time rate plus applicable shift differentials they would normally be paid if they  
16 are required to miss a scheduled shift to attend a required eight-hour educational  
17 function during day shift hours. When feasible, an extended shift RN working nights  
18 may choose to return to work for some part of the remaining shift hours following such a  
19 required educational function. Other than the above, night shift nurses will not be  
20 scheduled an additional shift to make up for the canceled shift in such situation.

21 Extended twelve (12) hour day shift RNs will be compensated at the straight time rate  
22 plus applicable differentials they would normally be paid if they are required to miss a  
23 scheduled shift to attend a required eight (8) hour educational function during day shift  
24 hours. When feasible, and extended shift RN -may, but ~~isare~~ not required, to work some  
25 part of their normally scheduled shift after an eight (8) hour education class or function.  
26 ~~The day shift RN has the option to work or take these hours as ETO or unpaid.~~ The  
27 term "education" will include RRMC-requested individual training in specialty as well as  
28 other educational training.  
29

30        Procedure for extended night shift RNs to attend day shift mandatory educational  
31 classes:

- 32           Step 1. Determine if the class is available on a day outside of regularly  
33           scheduled night shifts. If so, schedule on that day.

1  
2 Step 2. If not, engage in interactive communications to determine  
3 possible voluntary alternate days of scheduled work – up to FTE status –  
4 in work week in question to help facilitate attendance.  
5

6 Step 3. If, based on all circumstances, and with manager approval, a  
7 mandatory education class must be scheduled on a day shift falling  
8 between two consecutive regularly scheduled night extended shifts, the  
9 Hospital will take the RN off the night shift schedule and pay twenty-four  
10 (24) hours straight time to the affected RN, to be allocated as follows:

11 ~~Twelve (12) Twenty-four (24)~~ hours pay for the eight (8) hour  
12 educational course and missed night shift no. 1 and no. 2.  
13 ~~Twelve (12) hours pay for missed night shift no. 2 from ETO or~~  
14 ~~available voluntary educational leave annual bank, at RN choice.~~  
15

16 \_\_\_\_\_ When a regularly scheduled twelve (12) hour shift starts between 1500 and 1800  
17 hours, and the RN on such a scheduled shift is required to attend an eight hour  
18 educational program during day hours (typically 0600 to 1700 hours), any extra four  
19 hours work will be scheduled contiguous to the educational program and within normal  
20 scheduled shift hours.

21 **14.3 Voluntary Paid Educational Leave.** Continuing education and  
22 accompanying educational leave for RNs is an important part of the Hospital's patient  
23 care mission, and therefore should be a priority component of unit based scheduling.  
24 Except as provided in Article 14.2 above with respect to night shift RNs, mandatory  
25 education courses and/or leaves shall not affect voluntary educational leave  
26 allowances.  
27

28 \_\_\_\_\_ The Hospital will provide to the Association reports on RN voluntary educational  
29 leave utilization on Association request, such requests to be made no more frequently  
30 than every six (6) months.  
31

32 \_\_\_\_\_ After each year of employment, regular status nurses will be eligible for thirty-six  
33 (36) hours paid education leave per fiscal year October 1 through September 30. An

Redline tentative agreement

1 annual maximum of 3,200 hours (of which a maximum of 1,600 hours will be granted  
2 during the first six (6) months of the fiscal year) paid education leave will be provided by  
3 RPMC for this purpose. The RN must show proof of attending the educational course  
4 or activity or will forfeit this paid educational leave. The RN will receive pay for the  
5 scheduled hours missed due to the educational leave at the RN's normal rate of pay,  
6 calculated in the same manner as ETO pay. The Hospital will work with RNs requesting  
7 paid educational leave to minimize lost work hours, or to reschedule hours. In  
8 particular, the nurse and his/her clinical manager will agree on the scheduled shift(s) to  
9 be missed in connection with deciding upon an educational leave request, and paid  
10 educational leave will be available for all such hours if the request is granted. Normally  
11 no work at the Hospital will be required on educational leave days.

12  
13 \_\_\_\_\_ This thirty-six (36) hour annual paid educational leave is the maximum Hospital  
14 management may award an eligible RN. It is not a guarantee or entitlement.

15 \_\_\_\_\_ **A. Eligible Programs.** Education leave will be available for programs  
16 \_\_\_\_\_ sponsored by hospitals, education institutions, government agencies or  
17 \_\_\_\_\_ professional associations. RNs will be eligible for paid educational leave  
18 \_\_\_\_\_ for programs related to current or future RN patient care responsibilities,  
19 \_\_\_\_\_ and which will benefit both the RN and RPMC.  
20 \_\_\_\_\_ RPMC will pay twelve (12) hours of educational leave to RNs who are  
21 \_\_\_\_\_ granted leave for the Association conference/convention by the Hospital  
22 \_\_\_\_\_ without review of program content.

23  
24 \_\_\_\_\_ **B. Reimbursement.** Each nurse who successfully completes such  
25 \_\_\_\_\_ seminar or program is entitled to reimbursement of expenses, including,  
26 \_\_\_\_\_ but not limited to, tuition, CEU costs, travel, mileage, lodging, exam fees,  
27 \_\_\_\_\_ books, and meals of up to Six Hundred Dollars (\$600.00) per fiscal year,  
28 \_\_\_\_\_ accumulating over two (2) years if not fully used, up to One Thousand  
29 \_\_\_\_\_ Two Hundred Dollars (\$1,200.00).

30  
31 \_\_\_\_\_ **CB. Requesting Educational Leave.** Requests for such leave will be \_\_\_\_\_  
32 \_\_\_\_\_ made in writing to department clinical manager on a record made  
33 \_\_\_\_\_ available by RPMC. The request will set forth the details and purpose of



## Redline tentative agreement

1 \_\_\_\_\_ the program. Approval of education leave will not be unreasonably  
2 \_\_\_\_\_ denied. It is understood by the parties that the Hospital will not be  
3 \_\_\_\_\_ required to grant approval for a request of education leave if such leave  
4 \_\_\_\_\_ would seriously interfere with staffing.

5  
6 **DC. Unused Educational Leave.** A nurse entitled to apply for  
7 \_\_\_\_\_ education leave and who does not apply waives it for that year. However,  
8 \_\_\_\_\_ unused leave will accumulate if a nurse applies for and does not receive  
9 \_\_\_\_\_ leave in a year for which she/he is qualified, but cannot be accumulated  
10 \_\_\_\_\_ for more than three years.

11  
12 **ED. Allocating Educational Leave.** Scheduling for educational leave  
13 \_\_\_\_\_ and funds will be subject to equitable rotation among RNs in a  
14 \_\_\_\_\_ department. Nurses who have been denied educational leave in one  
15 \_\_\_\_\_ instance will have priority, on an equitable basis, for scheduling  
16 \_\_\_\_\_ educational leaves for the next requested event or program. All denied  
17 \_\_\_\_\_ leave requests will be sent to the applicant with a letter of explanation. If  
18 \_\_\_\_\_ the educational leave has been denied because of staffing issues and the  
19 \_\_\_\_\_ nurse finds a replacement, educational leave will not be arbitrarily denied.  
20 \_\_\_\_\_ It is also the intent of the parties that educational leave will be available to  
21 \_\_\_\_\_ nurses on all shifts on an equitable basis.

22 \_\_\_\_\_ Nurses need to keep records of denials and make clinical managers  
23 \_\_\_\_\_ aware of their priority, upon the next educational leave request, to ensure  
24 \_\_\_\_\_ priority is given over nurses who were granted, or who did not apply for,  
25 \_\_\_\_\_ educational leave in the prior instance.

26  
27 **FE. Reports.** The nurse may be requested by RRMC to make a report  
28 \_\_\_\_\_ regarding the education experience.

29  
30 **GF. Scheduling Educational Leave.** RRMC will make reasonable  
31 \_\_\_\_\_ work schedule accommodations for nurses scheduled to work on the day  
32 \_\_\_\_\_ of an education program.

Redline tentative agreement

1        **HG. Overtime Pay.** Overtime pay will not be a reason to deny voluntary  
2        educational leave, but the only overtime qualifier for such educational  
3        leave overtime pay is hours over forty (40) per work-week, that is,  
4        consecutive days, consecutive weekend, twenty-four (24) hour rule, etc.  
5        overtime rules do not apply to voluntary educational leave hours.

6  
7        **IH. Eligibility.** Nurses will be eligible for the benefit on their  
8        continuous employment anniversary date.

9  
10        **14.4 Mandatory initial and renewal certifications.** For certifications that are  
11        a mandatory job requirement for a position, including but not limited to BLS, PALS,  
12        TNCC, ACLS, and Fetal Monitoring, the Hospital will pay for renewal of such  
13        certifications. The Hospital will pay for initial required certification(s) for nurses  
14        participating in New Graduate RN Program or Nurse Residency program. Nurses who  
15        wish to obtain required certification for other departments will first use their contractual  
16        ONA Education funds and Asante tuition reimbursement funds and if such funds are  
17        exhausted and a nurse is awarded a position for which such certification is mandatory,  
18        the Hospital will pay for the initial certification.

19  
20        **14.54 Tuition Reimbursement – Institutes of Higher Learning.** RRMC will  
21 provide reimbursement for tuition, fees, and books to regular status (Code 1 and  
22 Code 2) nurses who complete approved education programs.

23 **A. Relevance of Course.** The course must relate to the nurse's current  
24        hospital work or future hospital positions, and constitute undergraduate or  
25        graduate course work, or seminars, for which credit is offered through an  
26        institute of higher learning. This determination will be made at the  
27        discretion of the Hospital.

28  
29 **B. Approval by RRMC.** Nurses must request reimbursement on form P-56  
30        and receive authorization in writing prior to the start of the program. The  
31        written request which should include goals to be obtained and must be  
32        submitted to the nurse's department director. Approval of tuition

Redline tentative agreement

1 \_\_\_\_\_ reimbursement will be made by the Vice President for Nursing RRM  
2 \_\_\_\_\_ upon the recommendation of the nurse's clinical manager.

3  
4 **C. Satisfactory Performance.** For reimbursement the nurse must receive a  
5 "C" or higher grade or for pass/fail courses the nurse must pass.

6  
7 **D. Reimbursement.** Regular status RNS will be reimbursed for courses  
8 \_\_\_\_\_ completed as follows:

9  
10 \_\_\_\_\_ After completion of ~~one (1) year~~~~six (6) months~~ of continuous service, one  
11 \_\_\_\_\_ hundred percent (100%) tuition reimbursement to a maximum of \$1,200  
12 \_\_\_\_\_ per fiscal year, or to a maximum reimbursement as specified in Hospital  
13 \_\_\_\_\_ policy if this higher amount (such higher policy reimbursement will be  
14 \_\_\_\_\_ subject to policy restrictions, for example, ~~one year from date of hire for~~  
15 ~~eligibility~~, RN has no final written warning, no book reimbursement, etc.).

16  
17 **E. Increases in Reimbursement.** RRM may in its discretion increase  
18 \_\_\_\_\_ tuition reimbursement benefits above those set forth in this Section.

19  
20 **F. Code 3 Nurse Reimbursement.** The Six Hundred Dollar (\$600.00)  
21 \_\_\_\_\_ annual fiscal year reimbursement (accumulating over two (2) years if not  
22 \_\_\_\_\_ fully used, up to One Thousand Two Hundred Dollars (\$1,200.00) will be  
23 \_\_\_\_\_ made available to Code 3 nurses who work a minimum of 1,040 hours in  
24 \_\_\_\_\_ the prior fiscal year October 1 through September 30.

25  
26 **14.65 In-Service Education.** RRM, in making decisions on paid educational  
27 leave or tuition reimbursement, will generally consider the RN's attendance at in-service  
28 meetings and staff meetings (with reference to ability to attend in light of shifts worked  
29 and patient care needs), participation in RRM educational programs and review of  
30 policies or medical literature. ~~Nurses who miss staff meetings are expected to read and~~  
31 ~~initial minutes, if available. It is recognized that RRM in-service programs and staff~~  
32 ~~meetings are an important part of professional development, and attendance is~~  
33 ~~expected.~~

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\_\_\_\_\_ Short in-service programs during which an RN retains patient care responsibilities will be considered patient care hours worked for purposes of Article 6.132 double time.

**14.7 Staff meetings.** It is recognized that RPMC in-service programs and staff meetings are an important part of professional development and attendance is expected. Nurses must attend a minimum of four (4) staff meetings per year in person. For any additional staff meetings that nurse is unable to attend the nurse is expected to read and initial minutes, if available. Staff meetings will be scheduled proportionally for day shift and night shift hours to ease attendance. All staff meetings will offer attendance by phone or electronic methods; however, attendance by phone or electronic method will not count toward the minimum requirement of four (4) staff meetings per years. A schedule of meeting dates and times will be posted annually in each unit to facilitate ease of scheduling. Each unit will schedule a minimum of eight (8) staff meetings per year. The minimum meeting requirement may be waived or adjusted for a nurse who has been on approve leave of absence.

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**ARTICLE 15 - COMMITTEES**

\_\_\_\_\_ The committees in this Article serve a valuable patient care purpose. The committees shall schedule regular and predictable meetings as early in advance as possible, at times which will facilitate maximum attendance. Schedulers and managers will plan for coverage, to allow committee member RNs release time from work for such committee meetings, understanding that patient care is dynamic and that staffing needs at times may prevent such release. All RN committee members' time shall be compensated.

\_\_\_\_\_ The Hospital and the Association will each attempt to select committee members to minimize work schedule/ committee meeting conflicts.

\_\_\_\_\_ All committee members will make reasonable efforts to attend all meetings. Release time for RNs on the Staffing Committee will be provided, in accordance with law.

\_\_\_\_\_ If a committee member has to miss a meeting, the chair(s) will request a volunteer to brief that individual on the committee's discussions.

**15.1 Professional Nursing Care Committee.**

The Association will elect from its membership at least five (5) members of the bargaining unit who will constitute the Professional Nursing Care Committee (PNCC). The Association may elect or appoint additional members. The Committee will prepare an agenda and keep minutes and a roster of all of its meetings. RRMC will provide paid release time (estimated two hours per month) for each of the five (5) members of the Committee when the monthly meeting occurs during duty time. Administration will also provide a PNCC mailbox in the employee cafeteria. Administration members of the PNCC will attend the PNCC meeting every other month. For meetings that the Administration members do not attend, the Association members will be responsible to complete and provide minutes and a roster to the Administration members within seven calendar days of the meeting.

Redline tentative agreement

1 \_\_\_\_\_ The Committee will consider those matters regarding patient care and nursing  
2 practice which are not proper subjects to be processed through the grievance  
3 procedure. RRMC will duly consider any recommendations made by the Committee  
4 regarding patient care and nursing practice and will so advise the Committee in writing  
5 of any action taken.

6  
7 \_\_\_\_\_ The Chair of the PNCC will also serve as a member of the Hospital Nurse  
8 Staffing Committee and will report back to the PNCC on that Committee's activities.

9 **Responsibilities of the PNCC.**

10 \_\_\_\_\_ 1. Assist staff nurses to maintain professional standards, \_\_\_\_\_  
11 \_\_\_\_\_ examine issues, and make recommendations regarding \_\_\_\_\_  
12 \_\_\_\_\_ improved nursing practices and patient care outcomes.

13  
14 \_\_\_\_\_ 2. Represent staff nurses on employer-wide staffing committee  
15 \_\_\_\_\_ pursuant to Oregon staffing laws.

16  
17 \_\_\_\_\_ 3. Provide data and information to the Association/RRMC \_\_\_\_\_  
18 \_\_\_\_\_ Executive Task Force.

19 \_\_\_\_\_ 4. Have access to and be able to evaluate data related to the \_\_\_\_\_  
20 \_\_\_\_\_ quality of nursing care, except statutorily protected \_\_\_\_\_  
21 \_\_\_\_\_ confidential information.

22 \_\_\_\_\_ 5. Review and provide recommendations for use of Voluntary  
23 Paid Education Leave and Reimbursement provided under  
24 Article 14.3

25  
26  
27 **Membership/Activities/Actions and Reporting.**

28 1. There will be a chairperson and secretary elected by the members  
29 \_\_\_\_\_ of the Committee.

30  
31 2. There will be a management member of the Committee (6<sup>th</sup>  
32 \_\_\_\_\_ member) appointed by Administration. Administration may appoint  
33 \_\_\_\_\_ up to two (2) additional participants.

1  
2 3. The chairpersons will prepare and distribute an agenda for each  
3 \_\_\_\_\_ meeting.

4 4. The approved minutes of each meeting will be distributed to the  
5 \_\_\_\_\_ Vice President for Nursing and to the Association-RRMC Task  
6 \_\_\_\_\_ Force. PNCC activities will be reported to the bargaining unit  
7 \_\_\_\_\_ members quarterly.

8  
9 5. The five (5) formal PNCC members will receive straight time pay  
10 \_\_\_\_\_ (normally two (2) hours) for attendance at PNCC meetings. The  
11 \_\_\_\_\_ secretary will receive additional straight time pay when required to  
12 \_\_\_\_\_ prepare minutes, reports, or correspondence (normally one (1)  
13 \_\_\_\_\_ hour's pay).

14  
15 6. A yearly calendar of activities consistent with the goals of the  
16 \_\_\_\_\_ Committee will be developed.

17  
18 \_\_\_\_\_ **15.2 Task Force.**

19 \_\_\_\_\_ **A. Responsibilities.** The parties reiterate their mutual commitment to  
20 \_\_\_\_\_ quality patient care. In a joint effort to assure optimal nursing care \_  
21 \_\_\_\_\_ and maintain professional standards, a task force will be \_\_\_\_\_  
22 \_\_\_\_\_ established to examine nursing practice and staffing issues, \_\_\_\_\_  
23 \_\_\_\_\_ including patient load, patient assignment, classification/acuity \_\_\_\_\_  
24 \_\_\_\_\_ system, orientation, utilization of temporary nurses, nurse resource .  
25 \_\_\_\_\_ team, "short-hour" nurses, career ladder and clustering of units. \_\_\_\_  
26 \_\_\_\_\_ RRMC and the Association will, upon request by the task force, \_\_\_\_  
27 \_\_\_\_\_ supply records and information necessary to fulfill the task force's \_\_\_\_  
28 \_\_\_\_\_ goal.

29  
30 \_\_\_\_\_ The task force will receive **monthly** meeting minutes from the \_\_\_\_\_  
31 \_\_\_\_\_ PNCC, and will review and consider problems and \_\_\_\_\_  
32 \_\_\_\_\_ recommendations from that Committee.

Redline tentative agreement

1        **B. Membership.** Association will appoint four members to the task         
2        force who will be employed by RRMC. RRMC hereby designates         
3        the Vice President for Nursing or his or her designee, and such         
4        other persons as may be designated by the Vice President for         
5        Nursing as its four (4) members of the task force. RRMC's Board         
6        of Directors will appoint one (1) board member to the task force. A         
7        representative of RRMC's Medical Staff will be a member of the         
8        task force.

9        **C. Meetings.** The task force will meet at least once ~~per quarter~~         
10        ~~month~~, unless otherwise agreed by the Association and the         
11        Hospital, to accomplish its assignment. Four (4) nurse members         
12        will be paid (an estimated two (2) straight time hours per         
13        ~~meeting~~ ~~month~~) for attendance at task force meetings. The nurse         
14        preparing the meeting agenda will also receive straight time pay         
15        and the nurse preparing the meeting minutes will also receive         
16        straight time pay, each estimated to be one (1) hour's pay. Minutes  
17        for each meeting will be prepared and furnished to RRMC, the         
18        Association, and members of the task force.

19  
20        **D. Actions.** If, after exploring alternatives, mutual agreement upon a         
21        solution acceptable to the Association and RRMC members of the         
22        task force is reached, such will be implemented by RRMC.

23  
24        **15.3 Labor-Management Committee.** The Labor-Management Committee is  
25 an advisory committee created to provide a forum for regular ongoing communication  
26 between the ONA and Hospital administration regarding issues of mutual interest. This  
27 Committee shall meet a minimum of six (6) times during the course of the calendar  
28 year. Meeting dates and times will be established by the Committee to best  
29 accommodate work schedules of Committee members. Typically the Labor  
30 Management Committee will meet every month in months in which the Administration  
31 members of the PNCC are not attending the PNCC meeting.



## Redline tentative agreement

1 \_\_\_\_\_ The Labor-Management Committee shall discuss new or existing work rules,  
2 policies, and other non-contractual issues as a means to minimize these issues and  
3 create an atmosphere conducive to positive resolution and cooperation.  
4

5 \_\_\_\_\_ This Committee is not intended to replace the collective bargaining process or  
6 the grievance procedure that is outlined in Article 17 of this Agreement. The  
7 Committee, however, may discuss Hospital practices or policies which have led to  
8 grievances. No individual employee grievance or contract language changes will be  
9 discussed. It is expected that increased communication between Hospital  
10 representatives and ONA representatives will reduce the necessity for formal  
11 grievances. The Labor-Management Committee has not been created to replace other  
12 Hospital committees, but rather to address non-contractual issues related to policy  
13 application and general working conditions, RN concerns, and morale.

14 \_\_\_\_\_ The Hospital will select three members, of which one shall be a Patient Care  
15 Services representative. The ONA Committee membership shall consist of the ONA  
16 Field Representative and three nurses to be selected by the bargaining unit. The  
17 Labor-Management Committee is considered a Hospital committee and employees will  
18 be paid for time spent in Committee meetings.  
19

20 \_\_\_\_\_ **15.4 Hospital Nurse Staffing Committee.** The Nurse Staffing Committee  
21 shall be composed of an equal number of nurse managers and direct care staff bedside  
22 registered nurses, including at least one (1) direct care registered nurse from each unit  
23 or specialty area as defined by the Hospital, to be selected by the Association, and  
24 ~~direct care registered nurses for those units or specialty areas, and include one (1)~~  
25 ~~member appointed by the PNCC and one (1) member appointed by the Association.~~  
26 one direct care staff member who is not a Registered nurse and whose services are  
27 covered by the written hospital wide staffing plan. Pursuant to current Oregon staffing  
28 laws, the Committee shall have as its primary goal the provision of safe patient care,  
29 and adequate nurse staffing; and the development, monitoring, evaluation, and  
30 modification of the staffing plan for nursing services. The staffing plan will be based on:

31 A1. Patient acuity, intensity, and census, with the ultimate goal of safe, quality  
32 \_\_\_\_\_ care;

Redline tentative agreement

1 B2. National specialty standards and guidelines and other Hospital  
2 \_\_\_\_\_ comparative data); and

3 C3. Patient outcome indicators, including but not limited to American Nurses  
4 Association quality indicators and ONA staffing and documentation  
5 request data.

6  
7 ~~Association quality indicators and ONA staffing and documentation request data.~~

8 \_\_\_\_\_ Bedside nurse members will be released from duty for Committee meetings  
9 as well as subcommittee meetings and other duties related to Committee work as  
10 requested by the Committee. Alternate members will be released from duty  
11 when replacing a regular member. Nurse members and alternates will be paid  
12 their hourly wage, plus appropriate differentials, for time spent in the above  
13 Committee activities. Association members who oversee the selection of the  
14 registered nurse members and alternates will also be entitled to be paid for hours  
15 spent in activities requested by the Committee. In the event the provisions of the  
16 current Oregon staffing laws are changed, the provisions of this Article will be  
17 deemed modified in accordance with such changes.

18 Shared information.

19 On a quarterly basis, the Hospital will provide the following information to  
20 the Nurse Staffing Committee, separated by departments/unit:

21 Department FTE, overtime hours worked, standby hours worked, shadow  
22 vacancy rate, ASI/CNI hours worked, hours worked by contract/agency nurses.

15.5 Unit Based Staffing and Scheduling Committees

It is the responsibility of each nursing unit to turn in a balanced schedule and staffing plan. Each unit shall elect a scheduling committee bi-annually. This unit committee will work collaboratively with the unit manager to develop consensus on protocols, communications, guidelines, and rules to accomplish a balanced staffing plan. The ~~Hospital Nursehouse-wide~~ Staffing Committee representative shall coordinate and communicate with each unit scheduling committee on the unit he or she represents, as requested. Each unit committee will consider bedside hours, acuity, intensity, and case mix index for the unit. The unit committee, in collaboration with the unit manager, will also develop consensus on equitable floating, MCO, and ETO guidelines. All recommendations and/or guidelines of the unit committee shall be approved by a majority vote of RNs on the unit. All recommendations shall be consistent with the ONA-RRMC collective bargaining agreement, and with the procedures and protocols of the house-wide Staffing Committee. The unit committee shall report findings and recommendations annually to the ~~Hospital house-wide StaffingNurse Staffing~~ Committee. If the unit committee identifies concerns with unbalanced schedules, including skill mix, it will bring patterns of concern to the Hospital Nurse Staffing Committee.

Each nursing unit scheduling committee will review its unit level staffing, to include:

Aa. Accurate description of how individual and aggregate patient needs and \_\_\_\_\_ requirements for nurse care are used to staff the unit.

Bb. A system for recognizing differences in acuteness of patients, except in \_\_\_\_\_ those units where national standards exist and are being utilized.

Cc. A description of the specialized qualifications and competencies of the \_\_\_\_\_ nursing staff on the unit and how this is related to the staffing plan.

Dd. A description of how the skill mix and competency qualifications ensure \_\_\_\_\_ that nursing care needs of all the patients on the unit are met.

## Redline tentative agreement

1 Ee. Consistency with nationally recognized, evidence-based standards in the  
2 \_\_\_\_\_ specialty. The requirement here is to determine if the unit level plan is  
3 \_\_\_\_\_ below, at, or above the national standards from specialty nursing  
4 \_\_\_\_\_ organizations. Wherever the unit level staffing plan falls below national  
5 \_\_\_\_\_ standards, an explanation must be provided for that level.

6  
7 Ff. A description of the minimum number of registered nursing staff personnel  
8 \_\_\_\_\_ required on a specified shift, with no fewer than one (1) RN and one (1)  
9 \_\_\_\_\_ other nursing care staff person on duty in a unit when a patient is present.

10  
11 Gg. Identification of criteria that a direct care registered nurse would use to  
12 \_\_\_\_\_ indicate the inability to meet patient care needs or where a risk of harm  
13 \_\_\_\_\_ would exist if patients were admitted to the unit.

14 Hh. Description of a process for reporting (verbal and written) when safe  
15 \_\_\_\_\_ patient care does not occur. This will include notification of the Clinical  
16 \_\_\_\_\_ Manager/House Supervisor and response to these concerns.

17  
18 Ii. Description of an annual quality evaluation process to determine whether  
19 \_\_\_\_\_ the staffing plan is accurately reflecting patient needs over time.

20  
21 \_\_\_\_\_ Nurse members of the unit scheduling committee shall be paid for all approved  
22 committee work time. Nurse members will work collaboratively with nursing  
23 management on all issues. In case of dispute(s) about MCO, float, staffing, ETO  
24 guidelines, or scheduling issues that cannot be resolved at the unit level by unit RNs  
25 and the manager, the Vice President for Nursing or designee will mediate in an attempt  
26 to resolve the issue. If the dispute(s) cannot be resolved at this step, the final decision  
27 will be made by a majority vote of the house-wide Staffing Committee. Any violations of  
28 this procedure will be resolved through the Article 17 grievance process.

29  
30 15.6 Code Triage Incident Command. Upon initiation of Code Triage level 1,  
31 one ONA representative may attend Incident Command.  
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**ARTICLE 16 - EMPLOYMENT STATUS**

**16.1 Resignation Notice.** A nurse will give RRM C written notice not less than two (2) weeks prior to the time of intended resignation.

**16.2 Notice of Involuntary Termination.** RRM C will give a nurse who has completed the new hire/probationary period not less than two (2) weeks' notice of termination, or pay in lieu thereof, unless the nurse is terminated for matters which constitute a violation of professional nursing ethics, scope of practice, or gross misconduct. In such cases, there would be no two (2) week notice of termination or pay in lieu thereof, and to the extent allowed by law, RRM C would be entitled to set off against any accrued benefits or wages an amount equal to the damages sustained by RRM C as a result of the nurse's conduct.

**16.3 Pre-Discipline Investigatory meetings.** A nurse will be provided with advance notice of an investigatory meeting over any issue that may lead to discipline of the nurse. Except in situations where immediate action is needed, the manager will work with the nurse to determine an appropriate time for the meeting, taking into account the manager's schedule and the staffing needs of the nurse's unit.

**16.43 Discipline.** A nurse may be disciplined only for just cause. A nurse, who in the nurse's opinion has been disciplined without just cause, may present the matter for settlement under the grievance procedure. Nurses who are absent from work without authorization are subject to discipline, including discharge.  
–RRM C will not impose discipline suspensions of more than three (3) days. Suspensions for investigation of incidents which do not lead to a disciplinary suspension or termination will be paid time. All discipline documents will be clearly labeled as such, and dated, and will be invalid after one (1) year (except to show RN knowledge of a rule or policy). All discipline documents are subject to the grievance and arbitration procedure.

## Redline tentative agreement

1 \_\_\_\_\_RRMC will not impose discipline based solely on data obtained from random  
2 systems audits or electronic nurse locator or tracking devices without separate and  
3 independent investigation of the facts.

4  
5 \_\_\_\_\_Extreme proven dishonesty, patient abuse or endangerment, or violence, when  
6 the behavior is akin to criminal offense, at an Asante affiliate of RRMC resulting in  
7 discharge, may constitute just cause for dismissal from RRMC as well. The Grievance  
8 and Arbitration Procedures of this Agreement apply to such situations.

9  
10 \_\_\_\_\_The Vice President for Nursing will review and analyze all corrective actions  
11 before any Hospital report to the Board of Nursing, which shall include providing the  
12 affected RN an opportunity for input before such a report is made.

13  
14 \_\_\_\_\_ **16.54 Personnel Files.** Nurses will have access to their personnel files in  
15 accordance with Oregon Revised Statute 652.750(2)~~(1)~~(3). No written notice of  
16 discipline or evaluation will be placed in a nurse's personnel file or any anecdotal file  
17 without a copy first having been given to the nurse.

18  
19 \_\_\_\_\_ **16.65 Coaching.** Coaching (discussions or discussion notes about RRMC  
20 policy or performance expectations) will not be used for or considered discipline subject  
21 to the grievance or arbitration process, and will likewise not be considered to be any  
22 step of the progressive discipline process, or referred to as such by RRMC. Examples  
23 of inappropriate coaching documents: Any coaching documentation which is  
24 disciplinary in nature, which is prepared without appropriate investigation (which will  
25 always include, and may appropriately be limited to, a direct conversation with the  
26 affected RN), or which is pre-written prior to the direct conversation. These discussions  
27 or notes will solely and exclusively be used by RRMC to show that prior  
28 communications about RRMC policy and performance expectations have taken place,  
29 and to show RN awareness of the same.

30  
31 \_\_\_\_\_RRMC clinical managers may or may not prepare documentation of coaching  
32 sessions, after the coaching discussion has occurred. If such documentation is  
33 prepared, such discussion notes will be provided to the RN in question within seven (7)

## Redline tentative agreement

1 calendar days of the discussion or later, as mutually agreed with the clinical manager  
2 and nurse. Space will be provided on the discussion notes for the nurse's response,  
3 which will be due within seven (7) calendar days of receipt. These seven (7) day  
4 periods will be suspended during any period when the nurse or the clinical manager is  
5 absent from work due to illness, approved leave, etc., or if there is mutual agreement to  
6 do so between the nurse and clinical manager.

### **Coaching Guidelines:**

- 8 • Coaching is a problem-solving process focused on improving  
9 performance.
- 10 • Coaching is a two-way communication. RNs should be given the  
11 opportunity to provide input.
- 12 • Clinical manager should investigate the facts prior to coaching unless the  
13 situation requires immediate action.
- 14 • The investigation can be personal observation by a supervisor or part of  
15 the coaching meeting itself.
- 16 • Clinical manager should coach as soon as possible after an event occurs  
17 which shows the need for coaching – normally within seven (7) days of the  
18 event.
- 19 • Coaching is not discipline, and should not be considered such by either  
20 the RN or clinical manager.

21  
22 **16.76 Evaluations.** Evaluations will not be considered discipline, and are not  
23 subject but will be subject to Articles ~~17 and 18~~ Arbitration Procedure, unless an  
24 evaluation results in no step increase or other financial penalty. if disputed.  
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**ARTICLE 17 - GRIEVANCE PROCEDURE**

**17.1 Time Limits Generally.** All time limits in this Article will be Monday through Friday only and may be extended by mutual consent, confirmed in writing.

**17.2 Grievance Defined.** A grievance is a dispute arising out of the interpretation or application of this Agreement. Each grievance must identify the Articles and Sections of the contract which have allegedly been violated, specifically outline the facts and events on which it is based and the requested remedy. A grievance may be filed by the Association or a nurse under the following procedure regarding disputes which arise during the term of this employment agreement. A probationary new hire RN may use the grievance procedure to contest discipline, or other alleged contract violations, but will not be entitled to process a grievance to arbitration, or to continue a grievance on discipline post-termination.

**17.3 Procedure for Processing Grievances.** Except in unusual circumstances (for example, when a problem directly relates to a supervisor’s perceived misconduct, when the supervisor has issued the discipline being grieved, or when it relates to an issue a supervisor has no involvement with or no authority over), an RN should present problems which may generate a grievance to his/her immediate supervisor for resolution before filing a formal grievance. The Association grievance officials will communicate this responsibility to all potential RN grievants. Grievances shall not be heard at Step 1 or Step 2 by any Hospital official who had a decision-making role with respect to the particular discipline being grieved. The parties recognize that it is best to fully resolve issues through such discussions whenever possible.



**Informal Fact-Finding Resolution of Potential or Actual Grievances.**

Prior to the Step 1 hearing (or the Step 2 hearing with respect to grievance issues that may be presented initially at Step 2), the parties may choose to meet in a fact-finding meeting, and/or to determine possible resolution of a grievance. The same sort of meeting may occur with respect to an issue that may, but has not yet, given rise to the filing of a formal grievance. The Hospital will agree to suspend the ten (10) day grievance filing time restrictions (specified in the Step 1 procedures) when the ONA timely requests such a meeting on such an issue.

The Step 1 and Step 2 Hospital official's obligation is to take a fresh, unbiased look at all grievance issues, exercising neutrality and fairness. If a pre-hearing investigation of a fact or issue is deemed appropriate by such official, both management and the ONA will be asked about the fact or issue.

At either Step 1 or Step 2, the Hospital may conduct further factual investigation. When this occurs, the Association will be notified of the results, and be provided an opportunity for input, rebuttal, or challenge with respect to the newly discovered information before the Step 1 or Step 2 written decision is finalized.

**Step 1: Vice President for Nursing RRMC.** If a nurse or the Association decides that the problem should be treated as a grievance, the grievant and an Association representative will submit the grievance in writing to the supervisor, whom the nurse understands to be the "immediate supervisor" and the Vice President for Nursing RRM or designee.

The nurse has ten (10) days from the date that he or she had knowledge of, or should have been aware of, a contract violation upon which the grievance is based, to file the grievance.

The immediate supervisor and the Vice President for Nursing RRM or a designee, will meet with the grievant and Association representative within ten (10) days to hear the grievance. All filed grievances will receive a Step 1 hearing, with the Hospital reserving the right to question whether the matter is a

1 proper (for example, under Section 16.4) or timely grievance. A written response  
2 will be rendered to the grievant and the Association within ten (10) days.

3  
4 Association grievances will be submitted within the times described above to the  
5 supervisor whom the nurse understood to be the immediate supervisor involved  
6 in the dispute with a copy to the Vice President for Nursing RPMC.

7  
8 **Step 2: Human Resources.** If the nurse is dissatisfied with the response  
9 under Step 1, the grievance may be presented to the Chief People Officer or  
10 designee. The grievance, with a written outline detailing the matter, will be  
11 delivered or mailed to the Chief People Officer or designee within ten (10) days  
12 of the receipt of the “Step 1” response or within ten (10) days from the expiration  
13 of time allowed for response. The requested remedy will be added to the written  
14 grievance by the Association before submitting the grievance to the Chief People  
15 Officer. The Chief People Officer or designee and the same representative for  
16 Patient Care Services present at the “Step 1” hearing will meet with the grievant,  
17 local bargaining unit representative and Association representative within ten  
18 (10) days from the receipt of the grievance with remedy. Together, they will  
19 attempt to resolve the grievance. The Chief People Officer will render a written  
20 decision within ten (10) days from such a meeting.

21  
22 When a nurse is terminated and presents a grievance of the matter to be  
23 considered, the grievance hearing may, at the discretion of the Association, be  
24 conducted at “Step 2”.

25  
26 Either party may bring additional individuals (limited to Hospital employees or  
27 Association officials) to a Step 1 or Step 2 meeting whom either party believes  
28 may contribute to the investigation or resolution of the grievance, for example,  
29 witnesses, persons involved in making prior decisions with respect to the incident  
30 being grieved, etc. The parties will communicate in advance to identify the  
31 individuals who will attend such meetings. Association or management officials  
32 may also attend such meetings in order to learn how the grievance process  
33 works with mutual consent, including consent of the grievant.

Redline tentative agreement

1       **Step 3:        Arbitration.** If the issue is not settled on the basis of the foregoing  
2        procedure, the Association may submit the issue to arbitration by notifying the  
3        other party in writing within ten (10) days from receipt of the written response in  
4        Step 2, or if the written response is not received within that time period, within  
5        ten (10) days from the expiration of time allocated in Step 2 for the response.

6  
7        17.4    Resolution of Physician-RN Conflicts. The appropriate clinical  
8        manager will try to resolve professional or interpersonal conflicts between RNs and  
9        physicians in an amicable way.

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**ARTICLE 18 - ARBITRATION PROCEDURE**

18.1 **Selection of Arbitrator.** RRMC and Association or their designees will meet as soon as possible after the grievance is submitted at Step 3 to select a mutually agreeable arbitrator. In the event RRMC and Association are unable to agree on the selection of a third party within ten (10) days from the date the grievance is tendered in Step 4, the Federal Mediation and Conciliation Service will be jointly requested to submit a list of seven proposed arbitrators. The Association and RRMC will each alternately strike from this list one name at a time until only one name remains on the list. The party striking first will be determined by the flip of a coin. The name of the arbitrator remaining on the list will be selected to arbitrate the matter.

18.2 **Association and RRMC Responsibilities.** The parties will stipulate to the arbitrator, whenever possible, the issue or issues to be decided. The parties will jointly request that the arbitrator render a written decision within thirty (30) days from the hearing. The expenses of the arbitration will be borne equally by both RRMC and the Association.

18.3 **Authority of the Arbitrator.** The jurisdiction of the arbitrator will be confined in all cases exclusively to questions involving the interpretation and application of existing clauses or provisions of this Agreement. The arbitrator will not have authority to modify, add to, alter or detract from provisions of this Agreement or to impose any obligation on Hospital or Association not expressly agreed to by the terms of this Agreement.

\_\_\_\_\_ The decision or decisions of the arbitrator will be announced in writing to the parties and will be final and binding on both parties. It is further understood and agreed that the arbitrator's decision may provide retroactivity not to exceed thirty (30) days from the date of the initial filing of the grievance as, defined in this Article.

18.4 **Arbitration of Discrimination Issues.** In the event a grievance arises under Article 2 (Nondiscrimination), and such grievance is not resolved or otherwise terminated before arbitration, RRMC and Association will stipulate on the record that

Redline tentative agreement

1 the arbitrator, in deciding the Article 17 issue, may apply settled law under the Oregon  
2 Discrimination Laws, Title VII of the Civil Rights Act of 1964, or the Civil Rights Act of  
3 1886. It is the understanding that the settled law which will be applied by the arbitrator  
4 usually will be found in decisions of the Supreme Courts of the United States or the  
5 State of Oregon. Decisions of the Circuit Court of Appeals or the Oregon Court of  
6 Appeals will be utilized if the Supreme Courts have not decided the issue and there is  
7 no conflict in the decision of the Court of Appeals. In the event that an Article 17 issue  
8 is raised for the first time in the arbitration hearing, the parties agree to enter into the  
9 above stipulation without prejudice to the position of either or both that the issue should  
10 have been raised in the grievance procedure.

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**ARTICLE 19 - SEPARABILITY**

\_\_\_\_\_ In the event that any provision of this Agreement will at any time be declared invalid by any court or government agency of competent jurisdiction, such decision will not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid will remain in full force and effect.

**ARTICLE 20 - DURATION**

Except as otherwise provided, this Agreement will be effective from July 1, 20174 through June 30, 202017, and from year to year thereafter if no notice is served as hereinafter provided. If either party wishes to modify or terminate this Agreement, it will serve notice of such intention upon the other party no more than one hundred twenty (120) days and no less than ninety (90) days prior to the expiration or subsequent anniversary date.

IN WITNESS WHEREOF, RRMC and Association have executed this Agreement as of July 1, 2014, July 1, 2017

OREGON NURSES ASSOCIATION

By Carol Command RN  
By Maia M. Barnes RN  
By Juan Spikes RN  
By A. B. RN  
By [Signature]  
By [Signature]  
By Fredrick [Signature] RN  
By Brenda [Signature]  
By [Signature]  
By [Signature]  
By \_\_\_\_\_

ROGUE REGIONAL MEDICAL CENTER

By [Signature]  
By Jo Lynn Wallace  
By Jeanette Halmes  
By Stephanie [Signature] RN  
By Kim [Signature]  
By [Signature]  
By Alina [Signature]  
By \_\_\_\_\_

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**EXHIBIT A - ECONOMICS**

**A.1 Future Gain Sshare or Incentive Programs.** Notwithstanding anything else specified in this Exhibit, the Hospital may implement any gainshare or incentive program above and beyond contract minimums during the contract term as long as the changes are implemented Hospital-wide, and the Hospital provides 30-day advance notice and opportunity for discussion/input to the Association.

**A.2 Wages and Steps.** The minimum base wages for nurses in the bargaining unit will be as specified on Exhibit D hereof.

**A.3 Premiums.**

	<del>July 2014</del>	August 2017	July 2015	July 2016
Charge Nurse, Hospice Case Manager, Operating Room Team Leaders	<del>\$3.35/hr</del>	\$3.25/hr	\$3.35/hr	\$3.35/hr
Preceptor/Mentor	<del>\$1.40/hr</del>	\$1.40/hr	\$1.40/hr	\$1.40/hr
<u>BSN</u>		\$1.00/hr		
<u>Nursing resource team</u>		\$3.00/hr		

**A.4 Certification Bonus.** Each nursing unit will identify and publicize at least one preferred, not required, advanced certification. There will be no payment for multiple certifications or re-certifications.

RNs with certification(s) as described above will receive ~~\$1.25~~ per hour certification differential (regular status and Code 3 RNs eligible). ~~(To be increased to \$1.25/hr July 2016.)~~

**A.5 Shift Differentials.**



## Redline tentative agreement

1       **Days:** No shift differential will be paid for hours worked between 7 A.M. and 3  
2       P.M.

3       **Evenings.** A nurse will receive an evening shift differential of ~~\$2.252.05~~/hr on all  
4       hours worked between 3 P.M. and 11 P.M.

5  
6       **Nights.** A nurse will receive a night shift differential of ~~\$4.504.50~~/hr on all hours  
7       worked between 11 P.M. and 7 A.M.

8  
9       Consecutive Years Night Shift Work Enhanced Differential: Code 1 and Code 2  
10      RNs with at least twelve (12) months of consecutive regularly scheduled night  
11      shift work (at least fifty percent (50%) of scheduled FTE hours on night shift) will  
12      receive 50¢ increase, applicable as long as RN stays regularly scheduled (fifty  
13      percent (50%) test) on night shift (~~\$5.005.00~~/hr total night shift premium):

14  
15           Three (3) consecutive twelve (12) month periods regularly scheduled night  
16           shift – additional 35¢ (~~\$5.355.35~~/hr total night shift premium)

17  
18           Five (5) consecutive twelve (12) month periods regularly scheduled night  
19           shift – additional 35¢ (~~\$5.705.70~~/hr total night shift premium)

20  
21           All twelve (12) month periods will be evaluated four (4) times per year, on  
22           the first (1<sup>st</sup>) of January, April, July, and October of each year, with  
23           increases paid prospectively only.

24  
25           A nurse who changes regular work shifts so as to lose the consecutive  
26           years night shift differential, but who returns to night shift for at least fifty  
27           percent (50%) of scheduled FTE hours within twelve (12) months, will  
28           again be eligible for the same level of consecutive years night shift  
29           differential and retain prior accrual credits toward the next consecutive  
30           years differential level, if applicable.

31  
32       **Weekends.** The nurse will receive a weekend differential of ~~\$1.701.70~~/hr. The  
33       “weekend” is from 11:00 P.M. Friday to 11:00 P.M. Sunday.

## Redline tentative agreement

1 An RN must work at least one (1) hour in a differential period to be eligible for  
2 the shift differential specified in Exhibit A.5.

### A.6 Standby.

#### 1. Standby Definitions.

- 6 • Scheduled/Procedural Standby. Standby regularly scheduled as a  
7 normal part of staffing a 24/7 procedural unit. When on scheduled  
8 standby, the RN is required to report to work if called-in during the  
9 standby hours. Required response times vary by unit.
- 10 • Staffing Standby. Standby assigned to a nurse who has been called  
11 off a normally-scheduled shift. Staffing standby is assigned at the  
12 request of the Hospital and typically is assigned to volunteers. If there  
13 are no volunteers, the Hospital may assign mandatory staffing  
14 standby.
- 15 • Mandatory Standby. Mandatory standby is any standby for which a  
16 nurse has not volunteered. Mandatory standby is not intended to  
17 substitute for adequate staffing of nursing units. The parties agree that  
18 long term, continuous mandatory standby needs to be addressed  
19 through staffing adjustments. The Hospital accepts its responsibility to  
20 determine staffing contingency requirement and the exact nature and  
21 length of standby time.

#### 2. Scheduled/Procedural Standby.

##### a. Pay

- 24 1. RNs will receive \$5.00 per hour for scheduled standby pay.  
25 Each time a nurse on standby is called to the Hospital, the  
26 nurse will be paid callback pay at the applicable rate for the  
27 actual time worked, but in no event for less than two (2) hours.  
28 Standby pay will continue during time worked while on standby  
29 status.  
30 Callback pay will include evening, night and weekend  
31 differentials. Callback pay will include Charge differential as  
32 applicable.

1                   2. If an RN is place on mandatory standby, pursuant to the  
2                   mandatory standby rotation list, within forty-eight (48) hours of  
3                   the start time of the standby, the nurse will be paid double time  
4                   if called back to work. In such situation, the RN placed on  
5                   standby may agree with another nurses on the list to replace the  
6                   nurses for such mandatory standby, and the double-time rate  
7                   will likewise apply if this nurse is actually called back to work.  
8                   Alternatively, the RN may solicit a volunteer replacement nurse  
9                   not on the list, who will be paid at the rate appropriate to that  
10                   nurse if called back to work.

11                   **b. Scheduling of Scheduled/Procedural Standby. RRMC will:**

12                   First attempt to solicit volunteers for such schedule standby.

- 13                   1. In situation where there are not enough volunteers for  
14                   scheduled standby, RRMC may implement a fair rotational  
15                   system for distribution of required standby among the nurses in  
16                   the involved work unit in inverse seniority order.
- 17                   2. Mandatory standby will not be imposed unless other reasonable  
18                   alternatives for adequate staffing are explored and are not  
19                   successful for adequate staffing. Such reasonable alternatives  
20                   include volunteers, floating employees from other units, utilizing  
21                   available Code 3 employees, etc.
- 22                   3. Prior to any imposition of mandatory standby system in a unit,  
23                   the Hospital will discuss the situation with the Association and  
24                   attempt to resolve problems in advance.
- 25                   4. After twenty-five (25) years of service in any RRMC job category  
26                   (from date of hire) mandatory standby will not be required.

27                   **c. Additional provisions for callbacks to work while on**  
28                   **Scheduled/Procedural Standby:**

- 29                   1. **Standby After 1:00 a.m. for Day Shift Employees.** When a  
30                   nurse works at the Hospital while on standby after 1:00 a.m.,  
31                   the nurse will be given the opportunity to decline to work all or  
32                   part of his or her regularly scheduled shift on that same day.  
33                   Example: Nurse's regular start time is 8:00 a.m. The nurse is

## Redline tentative agreement

1 called back from standby and works from midnight to 2:00 a.m.  
2 The nurse can either decline to work the scheduled shift or  
3 return to work at 10:00 a.m. Under no circumstances may a  
4 nurse be allowed to work more than sixteen (16) hours in a  
5 twenty-four (24) hour period, absent instituting the disaster  
6 protocol.

7 2. In addition, an RN who does not work call hours after 1:00 a.m.  
8 still retains the right to ten (10) hours rest before reporting to  
9 work. Example: Nurse's regular before reporting to work.  
10 Example: Nurse's regular start time is 6:00 a.m. Nurse works  
11 call hours 10:00 p.m. to midnight the day before. The nurse can  
12 report to work at 10:00 a.m.

13  
14 3. A nurse exercising either the "1:00 a.m." or "10 hour rest"  
15 options must so inform the appropriate supervisor as soon as  
16 possible.

17 4. No work over sixteen (16) continuous hours will be required,  
18 absent instituting the disaster protocol. After sixteen (16) hours  
19 of continuous work, all nurses will be offered the opportunity for  
20 ten (10) hours of rest before being required to return to work.

### 3. Staffing Standby

#### a. Pay

21  
22  
23 1. RNs placed on Staffing Standby will receive \$5.00 per hour for  
24 staffing standby pay.

25 2. After being placed on Staffing Standby, the RN will only be  
26 required to report to work if called during standby hours. If an  
27 RN is placed on Staffing Standby, and then prior to the  
28 originally scheduled start time of the shift is called to report to  
29 work, he or she will receive straight time pay for third (3<sup>rd</sup>) and  
30 subsequent hours actually worked (absent overtime being  
31 required by some other provision of this Agreement), and will be  
32 paid at time and one-half (1-½) for the first two (2) hours of  
33 work. If an RN is called back to work during the standby hours,

Redline tentative agreement

1            the RN will receive time and one-half (1-½) for all hours worked  
2            during the standby time (with a two (2) hour minimum), and  
3            otherwise will receive straight time pay (absent overtime being  
4            required by some other part of this Agreement).

5            **b. Scheduling.**

6            The Hospital will use its best efforts to give at least two (2)  
7            hours advance notice of shift cancellation and staffing standby  
8            status. A nurse will have not duty to be on staffing standby unless  
9            the nurse is specifically told to be on standby. The nurse will also  
10           have a staffing standby obligation only for the hours he or she is  
11           specifically told to be on standby. Upon providing notice of staffing  
12           standby status, the Hospital will place nurses on staffing standby  
13           for either four (4) or eight (8) hours. If the staffing standby is  
14           extended beyond the initial four (4) or eight (8) hours, it must be  
15           extended for the remainder of the scheduled shift.

16           ~~**A.6 Grandfathered Differentials.** The Hospital presently pays~~  
17           ~~differentials to certain nurses for working in the ICU/CCU area~~  
18           ~~(29¢/hour) and for having a baccalaureate degree (9¢/hour).~~

19           ~~• The ICU/CCU differential will continue to be paid unless the nurse~~  
20           ~~transfers out of the ICU/CCU unit. This differential will not be paid to nurses~~  
21           ~~hired or who transferred to the ICU/CCU after September 22, 1975.~~

22  
23           ~~• The baccalaureate degree differential will continue to be paid until the~~  
24           ~~nurse terminates. The baccalaureate differential will not be paid to nurses hired~~  
25           ~~after September 22, 1975.~~

26  
27           **A.7 Standby.**

28           ~~**1. Standby Rotation and Pay.** Nurses placed on standby will receive~~  
29           ~~standby pay of \$5.00 an hour.~~

30  
31           ~~On units where standby is regularly scheduled as a normal part of staffing a unit~~  
32           ~~on a 24/7 basis, RNs will receive \$5.00 an hour standby pay. The units to which~~  
33           ~~this standby pay applies are as follows:~~

- ~~Operating Room~~
- ~~PACU~~
- ~~Endoscopy~~
- ~~Cath Lab~~
- ~~Other nursing units which schedule standby on a similar basis.~~

~~**2. When Standby Obligation Exists.** An RN will have no duty to be on standby (whether scheduled in advance or in an MCO situation) unless the nurse is specifically told to be on standby. The nurse will also have a standby obligation only for the hours he or she is specifically told to be on standby. For example, if an RN is told to be on standby for the first four (4) hours of a scheduled shift in an MCO situation, the nurse does not have an obligation to be on standby or be available to return to work after the expiration of that four (4) hours, absent a call back within that four (4) hours, or an extension of the standby during that four (4) hours. Extensions of a four (4) hour standby will always be made for the entire remainder of the scheduled shift.~~

~~**3. Callbacks to Work.** After being placed on standby, the RN will only be required to report to work if called during standby hours. If an RN is placed on MCO standby, and then prior to the originally scheduled start time of the shift is called to report to work, he or she will receive straight time pay for third (3<sup>rd</sup>) and subsequent hours actually worked (absent overtime being required by some other provision of this Agreement), and will be paid at time and one-half (1-½) for the first two (2) hours of work. If an RN is called back to work during standby hours (again in an MCO situation), the RN will receive time and one-half (1-½) for all hours worked during the standby time (with a two (2) hour minimum), and otherwise will receive straight time pay (absent overtime being required by some other part of this Agreement).~~

~~Callback from a scheduled standby will be paid at one and one-half (1-½) time for all hours actually worked.~~

1  
2 Each time a nurse on standby is called to the Hospital, the nurse will be paid for  
3 the time worked but in no event for less than two (2) hours at the applicable rate.  
4 Standby pay will continue during time worked while on standby status.  
5 Callback pay will include evening, night and weekend differentials.

6  
7 **4. Scheduled Voluntary and Required Standby.** Required standby is  
8 scheduled standby, that is, not MCO type standby. RRMG will:

- 9 1. First attempt to solicit volunteers for such scheduled standby.  
10 2. In situations where there are not enough volunteers for scheduled  
11 standby, RRMG may implement a fair rotational system for  
12 distribution of required standby among the nurses in the involved  
13 work unit in inverse seniority order.  
14 3. Mandatory standby will not be imposed unless other reasonable  
15 alternatives for adequate staffing are explored and are not  
16 successful for adequate staffing. Such reasonable alternatives  
17 include volunteers, floating employees from other units, utilizing  
18 available Code 3 employees, etc.  
19 4. Prior to any imposition of mandatory standby system in a unit, the  
20 Hospital will discuss the situation with the Association and attempt  
21 to resolve problems in advance.  
22 5. After twenty five (25) years of service in any RRMG job category  
23 (from date of hire) mandatory standby will not be required.

24  
25 **5. Staffing and Mandatory Standby.** Mandatory standby is not intended to  
26 substitute for adequate staffing of nursing units. The parties agree that long  
27 term, continuous mandatory standby needs to be addressed through staffing  
28 adjustments. The Hospital accepts its responsibility to determine staffing  
29 contingency requirements and the exact nature and length of standby time.

30  
31 **6. Grandfathered Surgery Standby Differential.** The Hospital pays a  
32 differential of 29¢/hour to nurses who were employed on or before September 1,  
33 1975, and who were taking standby and call in surgery. These nurses will

## Redline tentative agreement

1 continue to receive the differential until they transfer out of surgery or terminate.  
2 All nurses hired to work in surgery after September 22, 1975, or who transfer to  
3 surgery after September 22, 1975, will not receive the 29¢/hour differential. No  
4 other above contract wage rates will be required to be paid to RNs under this  
5 contract.

6  
7 ~~7. Standby After 1:00 a.m. for Day Shift Employees. When a nurse works~~  
8 ~~at the Hospital while on standby after 1:00 a.m., the nurse will be given the~~  
9 ~~opportunity to decline to work all or part of his or her regularly scheduled shift on~~  
10 ~~that same day. Example: Nurse's regular start time is 8:00 a.m. The nurse is~~  
11 ~~called back from standby and works from midnight to 2:00 a.m. The nurse can~~  
12 ~~either decline to work the scheduled shift or return to work at 10:00 a.m. Under~~  
13 ~~no circumstances may a nurse be allowed to work more than sixteen (16) hours~~  
14 ~~in a twenty-four (24) hour period, absent instituting the disaster protocol.~~  
15 ~~In addition, an RN who does not work call hours after 1:00 a.m. still retains the~~  
16 ~~right to ten (10) hours rest before reporting to work. Example: Nurse's regular~~  
17 ~~start time is 6:00 a.m. Nurse works call hours 10:00 p.m. to midnight the day~~  
18 ~~before. The nurse can report to work at 10:00 a.m.~~

19  
20 A nurse exercising either the "1:00 a.m." or "10 hour rest" options must so inform  
21 the appropriate supervisor as soon as possible.

22  
23 ~~8. Mandatory Standby. Mandatory standby is any standby, other than MCO~~  
24 ~~standby or required/scheduled standby, for which a nurse has not volunteered. A~~  
25 ~~nurse placed on mandatory standby will receive compensation at the rate of~~  
26 ~~standby (per Exhibit A.7.1 above), and will receive payment at one and one-half~~  
27 ~~(1-½) times the hourly base rate for all hours worked while on standby, with at~~  
28 ~~least a two (2) hour minimum. The Hospital will use its best efforts to give at~~  
29 ~~least two hours advance notice of shift cancellation and standby status.~~  
30 ~~If an RN is placed on mandatory standby, pursuant to a mandatory standby~~  
31 ~~rotation list, within forty-eight (48) hours of the start time of the standby, the~~  
32 ~~nurse will be paid double time if called back to work. In such situation, the RN~~  
33 ~~placed on standby may agree with another nurse on the list to replace the nurse~~



Redline tentative agreement

~~for such mandatory standby, and the double time rate will likewise apply if this nurse is actually called back to work. Alternatively, the RN may solicit a volunteer replacement nurse not on the list, who will be paid at the rate appropriate to that nurse if called back to work.~~

A.78 **Transport Pay.** Nurses on transport will receive an additional pay as follows: Neonatal or Maternal transport - \$150 transport pay plus straight time pay for all hours a nurse works on transport that would otherwise be part of the RN's regularly scheduled hours, and an overtime premium rate of one and one-half (1.5) times the RN's regular rate for all other transport hours. The Hospital will provide nurses who are members of the transport team an additional \$200,000 of accidental death and dismemberment insurance coverage applicable to transport work. Each of these types of transport pay will apply regardless of whether or not the RN is called to transport duty from regular duty or from standby or off-duty time. An RN called to transport from on-duty time will be replaced on the unit if staffing allows.

\_\_\_\_\_ If the Hospital requires uniforms for transport RNs, it shall provide up to two (2) uniforms per calendar year either free of charge or reimburse the RN for their cost.

A.89 **Short-Hour Nurses.** Short-hour nurses will receive fifteen percent (15 %) above their base rate for each hour worked in lieu of all benefits provided full-time and part-time nurses under this contract. Any RN, regardless of status, who is eligible for benefits paid full- or part-time employees under this contract, is not entitled to this fifteen percent (15%) payment.

A.910 **Base Pay Wage and Step Increases.** Nurses will be granted a base pay wage increase on their eligibility date provided the nurse's performance is satisfactory by meeting or exceeding performance standards. The times when nurses are eligible for pay increase will be computed as follows:

1. Annually on the nurse's continuous employment anniversary provided 1,500 compensable hours have been completed since the nurse's date of continuous employment or immediate prior continuous employment anniversary until the nurse has reached the top step. If on the above date 1,500

Redline tentative agreement

1           compensable hours have not been reached, advancement will be upon  
2           completion of 1,500 compensable hours.

3  
4           2.       The Step VIII rate is for all nurses who have been compensated at least  
5           1,500 hours annually for at least ten (10) years. Otherwise, nurses will be  
6           eligible for the Step VIII rate after they have been compensated at least 1,500  
7           hours annually for four (4) years following their Step VI increase. The Step IX  
8           rate is for all nurses who have been compensated at least 4,500 hours and three  
9           (3) years at Step VIII, whichever comes last. The Step X rate is for RNs who  
10          have been compensated at least 3,000 hours and two (2) years at Step IX,  
11          whichever comes last. The Step XI rate is for RNs who have worked at least  
12          three (3) years at Step X and who have been compensated at least 4,500 hours  
13          at Step X, whichever comes last. The Step XII rate is for RNs who have worked  
14          three (3) years at Step XI and who have been compensated at least 4,500 hours  
15          at Step XI, whichever comes last. The Step XIII rate is for RNs who have worked  
16          three (3) years at Step XII and who have been compensated at least 4,500 hours  
17          at Step XII, whichever comes last.

Redline tentative agreement

Step	Eligibility	<del>July Ratification 2017</del> <del>2013</del>	<del>July 2018</del> <del>2014</del>	<del>July 2019</del> <del>2015</del>	<del>July 2016</del>
1 (I)		<del>30.81</del> <del>34.84</del>	<del>32.04</del> <del>35.71</del>	<del>33.00</del> <del>36.42</del>	<del>33.99</del>
2 (II)	1 year and 1500 hours since previous RN anniversary	<del>31.52</del> <del>35.65</del>	<del>32.78</del> <del>36.54</del>	<del>33.76</del> <del>37.27</del>	<del>34.78</del>
3 (III)	1 year and 1500 hours since previous RN anniversary	<del>32.80</del> <del>37.09</del>	<del>34.11</del> <del>38.02</del>	<del>35.14</del> <del>38.78</del>	<del>36.19</del>
4 (IV)	1 year and 1500 hours since previous RN anniversary	<del>34.02</del> <del>38.48</del>	<del>35.38</del> <del>39.44</del>	<del>36.44</del> <del>40.23</del>	<del>37.54</del>
5 (V)	1 year and 1500 hours since previous RN anniversary	<del>35.27</del> <del>39.88</del>	<del>36.68</del> <del>40.88</del>	<del>37.78</del> <del>41.70</del>	<del>38.91</del>
6 (VI)	1 year and 1500 hours since previous RN anniversary	<del>36.54</del> <del>41.33</del>	<del>38.00</del> <del>42.36</del>	<del>39.14</del> <del>43.21</del>	<del>40.32</del>
7 (VII)	1 year and 1500 hours since previous RN anniversary	<del>39.28</del> <del>44.42</del>	<del>40.85</del> <del>45.53</del>	<del>42.08</del> <del>46.44</del>	<del>43.34</del>
8 (VIII)	3 years* and 4500 hours since change to Step 7	<del>40.95</del> <del>46.31</del>	<del>42.59</del> <del>47.47</del>	<del>43.87</del> <del>48.42</del>	<del>45.18</del>
9 (IX)	3 years* and 4500 hours since change to Step 8	<del>42.17</del> <del>47.69</del>	<del>43.86</del> <del>48.89</del>	<del>45.17</del> <del>49.86</del>	<del>46.53</del>
10 (X)	2 years* and 3000 hours since change to Step 9	<del>42.99</del> <del>48.62</del>	<del>44.71</del> <del>49.83</del>	<del>46.05</del> <del>50.83</del>	<del>47.43</del>
11 (XI)	3 years* and 4500 hours since change to Step 10	<del>44.51</del> <del>50.34</del>	<del>46.29</del> <del>51.60</del>	<del>47.68</del> <del>52.63</del>	<del>49.11</del>
12 (XII)	3 years* and 4500 hours since change to Step 11	<del>46.29</del> <del>52.35</del>	<del>48.14</del> <del>53.66</del>	<del>49.59</del> <del>54.73</del>	<del>51.07</del>

Redline tentative agreement

Step	Eligibility	July Ratific ation <u>2017</u> <u>2013</u>	July <u>2018</u> <u>2014</u>	July <u>2019</u> <u>2015</u>	July <u>2016</u>
13 (XIII)	3 years* and 4500 hours since change to Step 12	NA <u>54.03</u>	49.68 <u>55.38</u>	51.17 <u>56.49</u>	52.71

1

2 A.112017 2.5%, 2018 2.5%, 2019 2%

3

4 A.10— Minimum Standards. The Association recognizes this contract to be  
5 the minimum standards of employment. This contract should not be construed to limit  
6 management's right to reward an individual nurse's performance or prior experience  
7 over and above the prescribed conditions called for in this Agreement. In recognition of  
8 pending business developments, the Hospital may propose and/or implement above  
9 contract conditions for certain classifications or units, after discussions with the  
10 Association.

11

12 \_\_\_\_\_ Recognizing that the minimum pay rates set forth in Exhibit E will be observed,  
13 the Hospital may implement a clinical ladder program to provide additional pay based  
14 on special nursing skills.

15

16 \_\_\_\_\_ The parties commit to work together in the implementation of a clinical ladder  
17 program in consultation with other Hospital/ONA committees or officials.

18

19 A.112 Incentive Shifts.

20 \_\_\_\_\_ 1. There are currently two (2) levels of incentive pay for extra work.

21

22 \_\_\_\_\_ 2. Advanced Shift Incentive Seven (ASI-7) for sign-up for shifts of four  
23 \_\_\_\_\_ (4) hours minimum length seven (7) days in advance. This ASI-7 \_\_\_\_  
24 \_\_\_\_\_ incentive will continue when an RN works over scheduled shift \_\_\_\_  
25 \_\_\_\_\_ hours.

26

Redline tentative agreement

- 1                   3.      Critical Needs Incentive Shifts (“CNI Shifts”) for agreement to work             
2                   extra shifts or above shift hours inside of seven (7) days.  
3  
4                   4.      ASI-7 shift payment is \$13.00/hr. CNI hours payment is \$9.00/hr.  
5  
6                   5.      ASI-7 applies to staffing vacancies which remain after the schedule  
7                   has been posted as balanced and vacancies filled as much as             
8                   possible.  
9  
10                 6.      ASI-7 Shifts can be less than a minimum of four (4) hours if             
11                 approved by Clinical Manager. ASI-7 shifts may be posted in any             
12                 department, including OR.  
13  
14                 7.      Nurses on ASI-7 or CNI Shifts will be designated for first call off             
15                 before regularly scheduled RNs, and paid the shift incentive for all             
16                 hours worked.  
17                 8.      The goal of this incentive shift program is not to incentivize Code 1             
18                 or Code 2 RNs to drop below current FTE status. Except as             
19                 provided in No. 17 below, any RN who drops below current (as of             
20                 ratification) FTE status will be ineligible for either type of shift             
21                 incentive for nine (9) months.  
22  
23                 9.      Except as provided otherwise in No. 17, only Code 1 and Code 2             
24                 RNs are eligible for these incentive payments, and only if they             
25                 actually work (including MCO ~~and ETO~~ hours) their FTE status for             
26                 the workweek in question, in addition to the ASI-7 or CNI hours.  
27  
28                 10.     No nurse who has been regularly scheduled to work the shift or             
29                 hours in question as part of his or her FTEs, or who is on standby             
30                 for the shift or hours, will be eligible for either type of incentive pay.  
31  
32                 11.     The ASI-7 and CNI payments are themselves premium rates, they             
33                 are not part of the wage rate for calculation of overtime.

Redline tentative agreement

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- \_\_\_\_\_ 12. New graduates are eligible after completion of orientation.
- \_\_\_\_\_ 13. Nurses on CNI Shifts shall also receive overtime and differentials to \_\_\_\_\_ which they would otherwise be entitled.
- \_\_\_\_\_ 14. These incentive shifts are paid for actual patient care hours only.
- \_\_\_\_\_ 15. CNI hours will be paid for nurses working on extra shifts for which \_\_\_\_\_ they have signed up, and for extra hours above their scheduled \_\_\_\_\_ shifts.
- \_\_\_\_\_ 16. Hours above a shift that are paid with an ASI-7 incentive will \_\_\_\_\_ continue to be paid as an ASI-7 incentive.
- \_\_\_\_\_ 17. Worked hours above a scheduled shift will be paid CNI, regardless \_\_\_\_\_ of whether the shift is straight time or overtime, and regardless of \_\_\_\_\_ whether the nurse working the shift is Code 1, Code 2, or Code 3 \_\_\_\_\_ (including reduced FTE RNs under No. 8 above).
- \_\_\_\_\_ 18. ASI-7 shifts will be scheduled in an equitable rotation per unit \_\_\_\_\_ based scheduling guidelines.
- \_\_\_\_\_ 19. ASI-7 and CNI Shifts may ultimately be incorporated into shift \_\_\_\_\_ bidding software.
- \_\_\_\_\_ 20. Cross-trained nurses will be allowed to sign up for ASI-7 and CNI shifts in accordance with the receiving unit's guidelines.
- \_\_\_\_\_ 21. NRT nurses will be allowed to sign up for ASI-7 and CNI shifts in units in which they are cross trained, in accordance with the receiving unit's guidelines and with no obligation as an NRT while working that shift

Redline tentative agreement

1 \_\_\_\_\_ The goals of this program are to incentive RNs to sign up in advance for  
2 vacancies in the schedule, to reduce the amount of time support staff spends trying to  
3 achieve adequate staff for last minute vacancies, to reduce travelers, to be a consistent  
4 and simple Hospital-wide system, to reward and recognize extra work by RNs, and to  
5 lower the stress levels of all staff, management and schedulers.

**EXHIBIT B - OVERTIME CALCULATION RULES**

(Please check the applicable option box(es) and obtain the required signatures at the bottom of this form. Forward completed form to Human Resources.)

**8 & 80 HOUR RULE**

1. I understand and agree to work under the 8 & 80 HOUR RULE for purposes of \_\_\_\_\_ overtime pay calculations. Overtime will be paid for those hours worked in \_\_\_\_\_ excess of eighty (80) hours in a fourteen (14) day work period and/or in excess \_\_\_\_\_ of eight (8) hours in any work-day. \*

**40 HOUR RULE**

2. I understand that only those hours worked in excess of FORTY (40) HOURS in a seven (7) day period of time will be paid as overtime. This rule permits the scheduling and working of more than eight (8) hours in a workday without payment of overtime. \*\*

~~I understand that only those hours in excess of FORTY (40) HOURS in a seven (7) day period of time **will** be paid as overtime. This rule permits the scheduling and working of more than eight (8) hours in a work day without payment of overtime. \*\*~~

**EXTENDED SHIFT RULE**

3. I understand and agree that, if I work EXTENDED SHIFTS (more than eight (8) \_\_\_\_\_ hour shifts), I will be paid overtime on the basis of the 40 Hour Rule. The 40 \_\_\_\_\_ Hour Rule states, in part, that only those hours worked in excess of forty (40) in a \_\_\_\_\_ seven (7) day period of time\*\* **will** be paid as overtime. In addition, the Medical \_\_\_\_\_ Center will pay me (extended shift employee) overtime for additional hours \_\_\_\_\_ worked in excess of my scheduled 10 or 12 hour shifts within 24 hours of my \_\_\_\_\_ original start time on that shift.

IN ADDITION TO SELECTING ONE OF THE THREE OPTIONS LISTED ABOVE, YOU MAY ALSO WANT TO SELECT THE FOLLOWING WAIVER:

4. If RRMC requires you to work five (5) consecutive full shifts (12 hours) or six (6) consecutive full shifts (8 or 10 hours), the consecutive days thereafter will be



Redline tentative agreement

1 \_\_\_\_\_ paid as overtime, if the hours are not already subject to overtime payment.  
2 \_\_\_\_\_ However, this provision can be waived by checking this box. If you check this  
3 \_\_\_\_\_ box, RRMC will apply your straight time rate, if you work above the number of  
4 \_\_\_\_\_ days in a row.

5 5. I understand the position I have accepted is exempt from overtime under the  
6 wage & hour law.

7 6. I agree to waive the payment of overtime when I work the weekends.

8 ~~4. If RRMC requires you to work 5 consecutive full shifts (12 hours) or 6~~  
9 ~~consecutive full shifts (8 or 10 hours), the consecutive days thereafter will be paid as~~  
10 ~~overtime, if the hours are not already subject to overtime payment. However, this~~  
11 ~~provision can be waived by checking this box. If you check this box, RRMC will apply~~  
12 ~~your straight time rate, if you work the above number of days in a row.~~

13 ~~5. I understand the position I have accepted is exempt from overtime under the~~  
14 ~~wage & hour law.~~

16 ~~6. I agree to waive the payment of overtime when I work the weekends.~~

18 ~~7. I understand that I am working an alternate workweek.~~

19 ~~My workweek begins on~~

20 ~~\_\_\_\_\_ at 7:00 a.m. and continues for a seven (7) day period ending on~~

21 ~~\_\_\_\_\_ at 7:00 a.m. (RNs only within guidelines of ONA contract.)~~

22

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisor/Department Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

23

24 Print Name \_\_\_\_\_

25 Effective Date \_\_\_\_\_

26 Social Security Number \_\_\_\_\_

27 (Pay Period Ending) \_\_\_\_\_

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Redline tentative agreement

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- 1 Note: \* Each pay period normally begins at 7:00 a.m. on Sunday of each week
- 2 and continues for fourteen (14) days.
- 3
- 4 \*\* A seven (7) day period is normally 7:00 a.m. on Sunday of each week and
- 5 continues for seven (7) days.

**EXHIBIT C - HOSPICE AGREEMENT**

1) 1. Full-time/part-time field staff nurses will be paid the amount of the cell phone contract up to \$40.00 per month. On-call nurses will be paid the amount of the cell phone contract up to \$30.00 per month. Cell phone reimbursement for field staff no longer applies if alternate communications technology is developed, in which case reimbursement for such alternate communications technology will be negotiated, if necessary, during the contract term.

2) 2. The evening shift premium will begin at 6:00 p.m.

3) 3. A full-time Assessment Nurse works nine (9) to ten (10) on-call shifts per pay period.

4) 4. A part-time Assessment Nurse works five (5) to eight (8) shifts per pay period.

5) 5. Assessment pager time pay will be paid at \$10.90 per hour

6) 6. For the purpose of calculating benefit eligibility, each on-call shift will equal one standard eight (8) hour shift. Hours worked during the standby shift will not accrue additional benefit hours. In prorating benefits for part-time Assessment RNs, regular hours worked outside of the on-call shift will accrue additional benefit hours according to the ONA contract. For each on-call shift worked per pay period, ETO and ESDPT will be accrued according to the full-time benefit as outlined in the ONA contract. When paying ETO or ESDPT, the employee will receive standard wage for the benefit used.

**EXHIBIT D – WAGE RATES**

**First full pay period after August 8, 2017 – June 2020**~~July 2014 – June~~

**2017**

**Job Code ~~531~~516 Wage Rates**

**wage increase**

	<b>August</b>	<b>July</b>	<b>July</b>
<b>step</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
<b>1</b>	<b>\$33.99</b>	<b>\$34.84</b>	<b>\$35.71</b>
<b>2</b>	<b>\$34.78</b>	<b>\$35.65</b>	<b>\$36.54</b>
<b>3</b>	<b>\$36.19</b>	<b>\$37.09</b>	<b>\$38.02</b>
<b>4</b>	<b>\$37.54</b>	<b>\$38.48</b>	<b>\$39.44</b>
<b>5</b>	<b>\$38.91</b>	<b>\$39.88</b>	<b>\$40.88</b>
<b>6</b>	<b>\$40.32</b>	<b>\$41.33</b>	<b>\$42.36</b>
<b>7</b>	<b>\$43.34</b>	<b>\$44.42</b>	<b>\$45.53</b>
<b>8</b>	<b>\$45.18</b>	<b>\$46.31</b>	<b>\$47.47</b>
<b>9</b>	<b>\$46.53</b>	<b>\$47.69</b>	<b>\$48.89</b>
<b>10</b>	<b>\$47.43</b>	<b>\$48.62</b>	<b>\$49.83</b>
<b>11</b>	<b>\$49.11</b>	<b>\$50.34</b>	<b>\$51.60</b>
<b>12</b>	<b>\$51.07</b>	<b>\$52.35</b>	<b>\$53.66</b>
<b>13</b>	<b>\$52.71</b>	<b>\$54.03</b>	<b>\$55.38</b>

<b>Effective</b>	<b>Current</b>	<b>Jul-14</b>	<b>Jul-15</b>	<b>Jul-16</b>
<b>Step I</b>	30.81	32.04	33.00	33.99
<b>Step II</b>	31.52	32.78	33.76	34.78
<b>Step III</b>	32.80	34.11	35.14	36.19
<b>Step IV</b>	34.02	35.38	36.44	37.54
<b>Step V</b>	35.27	36.68	37.78	38.91
<b>Step VI</b>	36.54	38.00	39.14	40.32
<b>Step VII</b>	39.28	40.85	42.08	43.34
<b>Step VIII</b>	40.95	42.59	43.87	45.18
<b>Step IX</b>	42.17	43.86	45.17	46.53
<b>Step X</b>	42.99	44.71	46.05	47.43
<b>Step XI</b>	44.51	46.29	47.68	49.11

Redline tentative agreement

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<b>Step XII</b>	46.29	48.14	49.59	51.07
<b>Step XIII</b>	NA	49.68	51.17	52.71

Effective dates indicate first full pay period of month listed.

~~July 2014 = 4% increase~~

~~July 2015 = 3% increase~~

~~July 2016 = 3% increase~~

EXHIBIT E – OREGON NURSE STAFFING LAW

“The text of the current Oregon Nurse Staffing Law, in effect in August 2017, is included below, for reference only. It is not incorporated into this Agreement, and is subject to change by the Oregon legislature.”

Chapter 441 — Health Care Facilities

ORS sections in this chapter were amended or repealed by the Legislative Assembly during its 2016 regular session. See the table of ORS sections amended or repealed during the 2016 regular session: 2016 A&R Tables

New sections of law were enacted by the Legislative Assembly during its 2016 regular session and pertain to or are likely to be compiled in this ORS chapter. See sections in the following 2016 Oregon Laws chapters: 2016 Session Laws 0106

441.151 “Hospital” defined for ORS 441.152 to 441.177. As used in ORS 441.152 to 441.177, “hospital” includes a hospital as described in ORS 442.015 and an acute inpatient care facility as defined in ORS 442.470. [Formerly 441.160]

Note: 441.151 was enacted into law by the Legislative Assembly but was not added to or made a part of ORS chapter 441 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

441.152 Nurse Staffing Advisory Board.

(1)(a) The Nurse Staffing Advisory Board is established within the Oregon Health Authority, consisting of 12 members appointed by the Governor.

(b) Of the 12 members of the board:

(A) Six must be hospital nurse managers;

(B) Five must be direct care registered nurses who work in hospitals; and

(C) One must be either a direct care registered nurse who works in a hospital or a direct care staff member who is not a registered nurse and whose services are covered by a written hospital-wide staffing plan that meets the requirements of ORS 441.155.

(c) To the extent practicable, board members shall be appointed to ensure that the board is represented by members from hospitals where direct care staff are represented under a collective bargaining agreement and hospitals where direct care staff are not represented by a collective bargaining agreement and by hospitals of different sizes, types and geographic location.

(d) The term of office of each board member is three years, but a member serves at the pleasure of the Governor. Before the expiration of the term of a member, the Governor shall appoint a successor whose term begins January 1 next following. A member is eligible for reappointment, but may not serve more than two consecutive

Redline tentative agreement

terms. If there is a vacancy for any cause, the Governor shall make an appointment to become immediately effective for the unexpired term.

(2) The board shall:

(a) Provide advice to the authority on the administration of ORS 441.152 to 441.177;

(b) Identify trends, opportunities and concerns related to nurse staffing;

(c) Make recommendations to the authority on the basis of those trends, opportunities and concerns; and

(d) Review the authority's enforcement powers and processes under ORS 441.157, 441.171 and 441.177.

(3)(a) Upon request, the authority shall provide the board with written hospital-wide staffing plans implemented under ORS 441.155, reviews conducted under ORS 441.156, information obtained during an audit under ORS 441.157 and complaints filed and investigations conducted as described in ORS 441.171.

(b) The authority may not provide the board with any information under paragraph (a) of this subsection that is identifiable with a specific hospital unless the information is publicly available.

(c) Hospital-wide staffing plans provided to the board under this section are confidential and not subject to public disclosure.

(4) A majority of the members of the board constitutes a quorum for the transaction of business.

(5) The board shall have two cochairs selected by the Governor. One cochair shall be a hospital nurse manager and one cochair shall be a direct care registered nurse.

(6) Official action by the board requires the approval of a majority of the members of the board.

(7) The board shall meet:

(a) At least once every three months; and

(b) At any time and place specified by the call of both cochairs.

(8) The board may adopt rules necessary to for the operation of the board.

(9) The board shall submit a report on the administration of ORS 441.152 to 441.177 in the manner provided in ORS 192.245 to an interim committee of the Legislative Assembly related to health no later than September 15 of each year. The board may include in its report recommendations for legislation.

## Redline tentative agreement

(10) Members of the board are not entitled to compensation, but may be reimbursed for actual and necessary travel and other expenses incurred by them in the performance of their official duties in the manner and amounts provided for in ORS 292.495. Claims for expenses shall be paid out of funds appropriated to the authority for purposes of the board. [2015 c.669 §2]

Note: 441.152 to 441.177 were enacted into law by the Legislative Assembly but were not added to or made a part of ORS chapter 441 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

Note: Section 3, chapter 669, Oregon Laws 2015, provides:

Sec. 3. Notwithstanding the term of office specified by section 2 of this 2015 Act [441.152], of the members first appointed to the Nurse Staffing Advisory Board:

(1) Four shall serve for a term ending January 1, 2017;

(2) Four shall serve for a term ending January 1, 2018; and

(3) Four shall serve for a term ending January 1, 2019. [2015 c.669 §3]

441.153 [1985 c.153 §14(3); 2001 c.716 §29; 2013 c.717 §14; 2014 c.117 §12; renumbered 441.419 in 2015]

2015 ORS 441.154<sup>1</sup> Hospital nurse staffing committee

(1)(a) For each hospital there shall be established a hospital nurse staffing committee. Each committee shall:

(A) Consist of an equal number of hospital nurse managers and direct care staff;

(B) For that portion of the committee composed of direct care staff, consist entirely of direct care registered nurses, except for one position to be filled by a direct care staff member who is not a registered nurse and whose services are covered by a written hospital-wide staffing plan that meets the requirements of ORS 441.155 (Written staffing plan for nursing services); and

(C) Include at least one direct care registered nurse from each hospital nurse specialty or unit.

(b) If the direct care registered nurses who work at a hospital are represented under a collective bargaining agreement, the bargaining unit shall conduct a selection process by which the direct care registered nurses who work at the hospital select the members of the committee who are direct care registered nurses.

(c) If the direct care staff member who is not a registered nurse who works at a hospital is represented under a collective bargaining agreement, the bargaining unit shall use the selection process conducted pursuant to paragraph (b) of this subsection to select that member of the committee.

(d) If the direct care registered nurses who work at a hospital are not represented under a collective bargaining agreement, the direct care registered nurses



## Redline tentative agreement

belonging to a hospital nurse specialty or unit shall select each member of the committee who is a direct care registered nurse from that specialty or unit.

(2) A hospital nurse staffing committee shall develop a written hospital-wide staffing plan in accordance with ORS 441.155 (Written staffing plan for nursing services). The committee's primary goals in developing the staffing plan shall be to ensure that the hospital is staffed to meet the health care needs of patients. The committee shall review and modify the staffing plan in accordance with ORS 441.156 (Annual review of nurse staffing plan).

(3) A majority of the members of a hospital nurse staffing committee constitutes a quorum for the transaction of business.

(4) A hospital nurse staffing committee shall have two cochair. One cochair shall be a hospital nurse manager elected by the members of the committee who are hospital nurse managers and one cochair shall be a direct care registered nurse elected by the members of the committee who are direct care staff.

(5)(a) A decision made by a hospital nurse staffing committee must be made by a vote of a majority of the members of the committee. If a quorum of members comprises an unequal number of hospital nurse managers and direct care staff, only an equal number of hospital nurse managers and direct care staff may vote.

(b) If the committee is unable to reach an agreement on the staffing plan, either cochair of the committee may invoke a 30-day period during which the committee shall continue to develop the staffing plan. During the 30-day period, the hospital shall respond in a timely manner to reasonable requests from members of the committee for data that will enable the committee to reach a resolution. If at the end of the 30-day period, the committee remains unable to reach an agreement on the staffing plan, one of the cochairs shall notify the Oregon Health Authority of the impasse.

(c) Upon receiving notification under paragraph (b) of this subsection, the authority shall provide the committee with a mediator to assist the committee in reaching an agreement on the staffing plan. Mediation conducted under this paragraph must be consistent with the requirements for implementing and reviewing staffing plans under ORS 441.155 (Written staffing plan for nursing services) and 441.156 (Annual review of nurse staffing plan).

(d) If the committee is unable to reach an agreement on the staffing plan after 90 days of mediation, the authority may impose a penalty against the hospital as described in ORS 441.175 (Civil penalties).

(6) A hospital nurse staffing committee shall meet:

(a) At least once every three months; and

(b) At any time and place specified by either cochair.

Redline tentative agreement

(7)(a) Subject to paragraph (b) of this subsection, a hospital nurse staffing committee meeting must be open to:

(A) The hospital nursing staff as observers; and

(B) Upon invitation by either cochair, other observers or presenters.

(b) At any time, either cochair may exclude persons described in paragraph (a) of this subsection from a committee meeting for purposes related to deliberation and voting.

(8) Minutes of hospital nurse staffing committee meetings must:

(a) Include motions made and outcomes of votes taken;

(b) Summarize discussions; and

(c) Be made available in a timely manner to hospital nursing staff and other hospital staff upon request.

(9) A hospital shall release a member of a hospital nurse staffing committee described in subsection (1)(a) of this section from the member's assignment, and provide the member with paid time, to attend committee meetings. [2015 c.669 §1]

Note: See note under 441.152 (Nurse Staffing Advisory Board).

Note: Sections 17 and 18 (2), chapter 669, Oregon Laws 2015, provide:

Sec. 17.

(1) For purposes of this section, "hospital" has the meaning given that term in ORS 441.160 [renumbered 441.151 ("Hospital" defined for ORS 441.152 to 441.177)].

(2) A hospital nurse staffing committee shall be established for each hospital in accordance with section 1 of this 2015 Act [441.154 (Hospital nurse staffing committee)] on or before January 1, 2016.

(3) Each hospital shall post material as described in section 7 of this 2015 Act [441.169 (Public notice)] on or before January 1, 2016.

(4) The Oregon Health Authority shall adopt rules required by section 8 of this 2015 Act [441.173 (Hospital to maintain records)] on or before July 1, 2016.

(5) Each hospital nurse staffing committee established pursuant to section 1 of this 2015 Act shall develop a written hospital-wide staffing plan in accordance with ORS 441.162 [renumbered 441.155 (Written staffing plan for nursing services)] as amended by section 4 of this 2015 Act on or before January 1, 2017. [2015 c.669 §17]

Sec. 18. (2) A hospital-wide staffing plan for nursing services implemented under ORS 441.162 [renumbered 441.155 (Written staffing plan for nursing services)] before the effective date of this 2015 Act [July 6, 2015] shall continue to be in effect until a hospital nurse staffing committee established under section 1 of this 2015 Act [441.154

Redline tentative agreement

(Hospital nurse staffing committee)] implements a new written hospital-wide staffing plan for nursing services pursuant to ORS 441.162 as amended by section 4 of this 2015 Act. [2015 c.669 §18(2)]

441.155 Written staffing plan for nursing services. (1) Each hospital shall implement the written hospital-wide staffing plan for nursing services that has been developed and approved by the hospital nurse staffing committee under ORS 441.154.

(2) The staffing plan:

(a) Must be based on the specialized qualifications and competencies of the nursing staff and provide for the skill mix and level of competency necessary to ensure that the hospital is staffed to meet the health care needs of patients;

(b) Must be based on a measurement of hospital unit activity that quantifies the rate of admissions, discharges and transfers for each hospital unit and the time required for a direct care registered nurse belonging to a hospital unit to complete admissions, discharges and transfers for that hospital unit;

(c) Must be based on total diagnoses for each hospital unit and the nursing staff required to manage that set of diagnoses;

(d) Must be consistent with nationally recognized evidence-based standards and guidelines established by professional nursing specialty organizations;

(e) Must recognize differences in patient acuity;

(f) Must establish minimum numbers of nursing staff, including licensed practical nurses and certified nursing assistants, required on specified shifts, provided that at least one registered nurse and one other nursing staff member is on duty in a unit when a patient is present;

(g) Must include a formal process for evaluating and initiating limitations on admission or diversion of patients to another hospital when, in the judgment of a direct care registered nurse or a nurse manager, there is an inability to meet patient care needs or a risk of harm to patients;

(h) Must consider tasks not related to providing direct care, including meal breaks and rest breaks; and

(i) May not base nursing staff requirements solely on external benchmarking data.

(3) A hospital must maintain and post a list of on-call nursing staff or staffing agencies to provide replacement nursing staff in the event of a vacancy. The list of on-call nursing staff or staffing agencies must be sufficient to provide for replacement nursing staff.

(4)(a) An employer may not impose upon unionized nursing staff any changes in wages, hours or other terms and conditions of employment pursuant to a staffing plan unless the employer first provides notice to and, upon request, bargains

Redline tentative agreement

with the union as the exclusive collective bargaining representative of the nursing staff in the bargaining unit.

(b) A staffing plan does not create, preempt or modify a collective bargaining agreement or require a union or employer to bargain over the staffing plan while a collective bargaining agreement is in effect. [Formerly 441.162]

Note: See note under 441.152.

441.156 Annual review of nurse staffing plan. (1) A hospital nurse staffing committee established pursuant to ORS 441.154 shall review the written hospital-wide staffing plan developed by the committee under ORS 441.155:

(a) At least once every year; and

(b) At any other date and time specified by either cochair of the committee.

(2) In reviewing a staffing plan, a hospital nurse staffing committee shall consider:

(a) Patient outcomes;

(b) Complaints regarding staffing, including complaints about a delay in direct care nursing or an absence of direct care nursing;

(c) The number of hours of nursing care provided through a hospital unit compared with the number of patients served by the hospital unit during a 24-hour period;

(d) The aggregate hours of mandatory overtime worked by the nursing staff;

(e) The aggregate hours of voluntary overtime worked by the nursing staff;

(f) The percentage of shifts for each hospital unit for which staffing differed from what is required by the staffing plan; and

(g) Any other matter determined by the committee to be necessary to ensure that the hospital is staffed to meet the health care needs of patients.

(3) Upon reviewing a staffing plan, a hospital nurse staffing committee shall:

(a) Report whether the staffing plan ensures that the hospital is staffed to meet the health care needs of patients; and

(b) Modify the staffing plan as necessary to ensure that the hospital is staffed to meet the health care needs of patients. [2015 c.669 §5]

Note: See note under 441.152.

441.157 Audits. (1) For the sole purpose of verifying compliance with the requirements of ORS 441.152 to 441.177 and 441.192, the Oregon Health Authority

Redline tentative agreement

shall audit each hospital in this state once every three years, at the time of conducting an on-site inspection of the hospital under ORS 441.025.

(2) When conducting an audit pursuant to this section, the authority shall:

(a) If the authority provides notice of the audit to the hospital, provide notice of the audit to the cochairs of the hospital nurse staffing committee established pursuant to ORS 441.154;

(b) Interview both cochairs of the hospital nurse staffing committee;

(c) Review any other hospital record and conduct any other interview or site visit that is necessary to verify that the hospital is in compliance with the requirements of ORS 441.152 to 441.177 and 441.192; and

(d) Within 60 days after issuing an order requiring a hospital to implement a plan to correct a violation of ORS 441.152 to 441.177 or 441.192, conduct an investigation of the hospital to ensure compliance with the order.

(3) Following an investigation conducted pursuant to subsection (2) of this section, the authority shall provide in writing a report of the authority's findings to the hospital and the cochairs of the hospital nurse staffing committee.

(4) The authority shall compile and maintain for public inspection an annual report of audits and investigations conducted pursuant to this section.

(5) The costs of audits required by this section may be paid out of funds from licensing fees paid by hospitals under ORS 441.020. [2015 c.669 §9]

Note: See note under 441.152.

441.160 [2001 c.609 §1; renumbered 441.151 in 2015]

441.162 [2001 c.609 §2; 2005 c.665 §2; 2015 c.669 §4; renumbered 441.155 in 2015]

441.164 Variances to staffing plan requirements. Upon request of a hospital, the Oregon Health Authority may grant a variance to the written hospital-wide staffing plan requirements described in ORS 441.155 if the variance is necessary to ensure that the hospital is staffed to meet the health care needs of patients. [2001 c.609 §3; 2009 c.595 §733; 2015 c.669 §12]

Note: See note under 441.152.

441.165 Modification of nurse staffing plan in case of emergency or epidemic. (1) For purposes of this subsection, "epidemic" means the occurrence of a group of similar conditions of public health importance in a community or region that are in excess of normal expectancy and that are from a common or propagated source.

(2) Notwithstanding ORS 441.155 and 441.156, a hospital is not required to follow a written hospital-wide staffing plan developed and approved by the hospital nurse staffing committee under ORS 441.154 upon the occurrence of a national or

## Redline tentative agreement

state emergency requiring the implementation of a facility disaster plan, or upon the occurrence of sudden unforeseen adverse weather conditions or an infectious disease epidemic suffered by hospital staff.

(3) Upon the occurrence of an emergency circumstance not described in subsection (2) of this section, either cochair of the hospital nurse staffing committee may require the hospital nurse staffing committee to meet to review and potentially modify the staffing plan in response to the emergency circumstance. [2015 c.669 §5a]

Note: See note under 441.152.

441.166 Need for replacement staff. (1) For purposes of this section, “nursing staff” includes registered nurses, licensed practical nurses, certified nursing assistants and other hospital nursing staff members as defined by the Oregon Health Authority by rule.

(2) When a hospital learns about the need for replacement staff, the hospital shall make every reasonable effort to obtain nursing staff for unfilled hours or shifts before requiring a nursing staff member to work overtime.

(3)(a) Except as provided in subsection (4) of this section, a hospital may not require a nursing staff member to work:

(A) Beyond the agreed-upon and prearranged shift, regardless of the length of the shift;

(B) More than 48 hours in any hospital-defined work week;

(C) More than 12 hours in a 24-hour period; or

(D) During the 10-hour period immediately following the 12th hour worked during a 24-hour period.

(b) For purposes of paragraph (a)(D) of this subsection, a nursing staff member begins to work when the nursing staff member begins a shift.

(4) A hospital may require an additional hour of work beyond the work authorized under subsection (3) of this section if:

(a) A staff vacancy for the next shift becomes known at the end of the current shift; or

(b) There is a potential harm to an assigned patient if the nursing staff member leaves the assignment or transfers care to another nursing staff member.

(5) If a nursing staff member agrees to work overtime, the nursing staff member is accountable for the nursing staff member’s competency in practice and is responsible for notifying the nursing staff member’s supervisor when the nursing staff member’s ability to safely provide care is compromised.

(6)(a) Time spent in required meetings or receiving education or training shall be included as hours worked for purposes of subsection (3) of this section.

Redline tentative agreement

(b) Time spent on call or on standby when the nursing staff member is required to be at the premises of the employer shall be included as hours worked for purposes of subsection (3) of this section.

(c) Time spent on call but away from the premises of the employer may not be included as hours worked for purposes of subsection (3) of this section.

(7) If a nursing staff member believes that a hospital unit is engaging in a pattern of requiring direct care nursing staff to work overtime for nonemergency care, the nursing staff member may report that information to the hospital nurse staffing committee established for the hospital pursuant to ORS 441.154. The hospital nurse staffing committee shall consider the information when reviewing the written hospital-wide staffing plan as required by ORS 441.156.

(8) The provisions of this section do not apply to nursing staff needs:

(a) In the event of a national or state emergency or circumstances requiring the implementation of a facility disaster plan; or

(b) In emergency circumstances identified by the authority by rule. [2001 c.609 §4; 2005 c.665 §1; 2009 c.595 §734; 2015 c.669 §6]

Note: See note under 441.152.

441.168 Leaving a patient care assignment. A registered nurse at a hospital may not place a patient at risk of harm by leaving a patient care assignment during an agreed upon shift or an agreed upon extended shift without authorization from the appropriate supervisory personnel. [2001 c.609 §5]

Note: See note under 441.152.

441.169 Public notice. On each hospital unit, a hospital shall post a notice summarizing the provisions of ORS 441.152 to 441.177 in a place that is clearly visible to the public that includes a phone number for purposes of reporting a violation of the laws. [2015 c.669 §7]

Note: See note under 441.152.

441.170 [2001 c.609 §6; 2009 c.595 §735; 2015 c.669 §13; renumbered 441.175 in 2015]

441.171 Complaint investigations. (1) For purposes of ensuring compliance with ORS 441.152 to 441.177, the Oregon Health Authority shall:

(a) Within 60 days after receiving a complaint against a hospital for violating a provision of ORS 441.152 to 441.177, conduct an on-site investigation of the hospital; and

(b) Within 60 days after issuing an order requiring a hospital to implement a plan to correct a violation of ORS 441.152 to 441.177, conduct an investigation of the hospital to ensure compliance with the plan.

Redline tentative agreement

(2) When conducting an investigation of a hospital to ensure compliance with ORS 441.152 to 441.177, the authority shall, if the authority provides notice of the investigation to the hospital, provide notice of the investigation to the cochairs of the hospital nurse staffing committee established pursuant to ORS 441.154.

(3) Following an investigation conducted pursuant to this section, the authority shall provide in writing a report of the authority's findings to the hospital and the cochairs of the hospital nurse staffing committee.

(4) When conducting an investigation of a hospital to ensure compliance with ORS 441.152 to 441.177, the authority may:

(a) Take evidence;

(b) Take the depositions of witnesses in the manner provided by law in civil cases;

(c) Compel the appearance of witnesses in the manner provided by law in civil cases;

(d) Require answers to interrogatories; and

(e) Compel the production of books, papers, accounts, documents and testimony pertaining to the matter under investigation. [2015 c.669 §10]

Note: See note under 441.152.

441.172 [2001 c.609 §9; renumbered 441.179 in 2015]

441.173 Hospital to maintain records; rules. A hospital shall keep and maintain records necessary to demonstrate compliance with ORS 441.152 to 441.177. For purposes of this section, the Oregon Health Authority shall adopt rules specifying the content of the records and the form and manner of keeping, maintaining and disposing of the records. A hospital must provide records kept and maintained under this section to the authority upon request. [2015 c.669 §8]

Note: See note under 441.152.

441.174 [2001 c.609 §10; renumbered 441.181 in 2015]

441.175 Civil penalties; suspension or revocation of license; rules; records.  
(1) The Oregon Health Authority may impose civil penalties in the manner provided in ORS 183.745 or suspend or revoke a license of a hospital for a violation of any provision of ORS 441.152 to 441.177. The authority shall adopt by rule a schedule establishing the amount of civil penalty that may be imposed for a violation of ORS 441.152 to 441.177 when there is a reasonable belief that safe patient care has been or may be negatively impacted, except that a civil penalty may not exceed \$5,000. Each violation of a written hospital-wide staffing plan shall be considered a separate violation. Any license that is suspended or revoked under this subsection shall be suspended or revoked as provided in ORS 441.030.



Redline tentative agreement

(2) The authority shall maintain for public inspection records of any civil penalties or license suspensions or revocations imposed on hospitals penalized under subsection (1) of this section. [Formerly 441.170]

Note: See note under 441.152.

441.176 [2001 c.609 §11; renumbered 441.183 in 2015]

441.177 Posting of audit reports and civil penalties. The Oregon Health Authority shall post on a website maintained by the authority:

(1) Reports of audits described in ORS 441.157;

(2) Any report made pursuant to an investigation of whether a hospital is in compliance with ORS 441.152 to 441.177;

(3) Any order requiring a hospital to implement a plan to correct a violation of ORS 441.152 to 441.177;

(4) Any order imposing a civil penalty against a hospital or suspending or revoking the license of a hospital pursuant to ORS 441.175; and

(5) Any other matter recommended by the Nurse Staffing Advisory Board established under ORS 441.152. [2015 c.669 §11]

Note: See note under 441.152.

~~**441.160 “Hospital” defined for ORS 441.162 to 441.170.** As used in ORS 441.162 to 441.170, “hospital” includes a hospital as described in ORS 442.015 and an acute inpatient care facility as defined in ORS 442.470. [2001 c.609 §1]~~

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~~—**Note:** 441.160 to 441.192 were enacted into law by the Legislative Assembly but were not added to or made a part of ORS chapter 441 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.~~

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~~—**441.162 Written staffing plan for nursing services.**~~

~~(1) A hospital shall be responsible for the implementation of a written hospital-wide staffing plan for nursing services. The staffing plan shall be developed, monitored, evaluated and modified by a hospital staffing plan committee. To the extent possible, the committee shall:~~

~~(a) Include equal numbers of hospital nurse managers and direct care registered nurses;~~

## Redline tentative agreement

~~(b) Include at least one direct care registered nurse from each hospital nurse specialty or unit, to be selected by direct care registered nurses from the particular specialty or unit. The hospital shall define its own specialties or units; and~~

~~(c) Have as its primary consideration the provision of safe patient care and an adequate nursing staff pursuant to ORS chapter 441.~~

~~(2) The hospital shall evaluate and monitor the staffing plan for effectiveness and revise the staffing plan as necessary as part of the hospital's quality assurance process. The hospital shall maintain written documentation of these quality assurance activities.~~

~~(3) The written staffing plan shall:~~

~~(a) Be based on an accurate description of individual and aggregate patient needs and requirements for nursing care and include a periodic quality evaluation process to determine whether the staffing plan is appropriately and accurately reflecting patient needs over time.~~

~~(b) Be based on the specialized qualifications and competencies of the nursing staff. The skill mix and the competency of the staff shall ensure that the nursing care needs of the patients are met and shall ensure patient safety.~~

~~(c) Be consistent with nationally recognized evidence-based standards and guidelines established by professional nursing specialty organizations and recognize differences in patient acuteness.~~

~~(d) Establish minimum numbers of nursing staff including licensed practical nurses and certified nursing assistants required on specified shifts. At least one registered nurse and one other nursing staff member must be on duty in a unit when a patient is present.~~

~~(e) Include a formal process for evaluating and initiating limitations on admission or diversion of patients to another acute care facility when, in the judgment of the direct care registered nurse, there is an inability to meet patient care needs or a risk of harm to existing and new patients.~~

~~(4) The hospital shall maintain and post a list of on-call nursing staff or staffing agencies to provide replacement for nursing staff in the event of vacancies. The list of on-call nurses or agencies must be sufficient to provide replacement staff.~~

~~(5) — (a) An employer may not impose upon unionized nursing staff any changes in wages, hours or other terms and conditions of employment pursuant to a staffing plan developed or modified under subsection (1) of this section unless the employer first provides notice to and, on request, bargains with the union as the exclusive collective bargaining representative of the nursing staff in the bargaining unit.~~

~~(b) A staffing plan developed or modified under subsection (1) of this section does not create, preempt or modify a collective bargaining agreement or require a union or employer to bargain over the staffing plan while a collective bargaining agreement is in effect. [2001 c.609 §2; 2005 c.665 §2]~~

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~~— **Note:** See note under 441.160.~~

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~~— **441.164 Variances in staffing plan requirements.** Upon request of a hospital, the Oregon Health Authority may grant variances in the written staffing plan requirements based on patient care needs or the nursing practices of the hospital. [2001 c.609 §3; 2009 c.595 §733]~~

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~~— **Note:** See note under 441.160.~~

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~~— **441.166 Need for replacement staff.** (1) When a hospital learns about the need for replacement staff, the hospital shall make every reasonable effort to obtain registered nurses, licensed practical nurses or certified nursing assistants for unfilled hours or shifts before requiring a registered nurse, licensed practical nurse or certified nursing assistant to work overtime.~~

~~(2) A hospital may not require a registered nurse, licensed practical nurse or certified nursing assistant to work:~~

~~(a) Beyond the agreed-upon shift;~~

~~(b) More than 48 hours in any hospital-defined work week; or~~

~~(c) More than 12 consecutive hours in a 24-hour time period, except that a hospital may require an additional hour of work beyond the 12 hours if:~~

~~(A) A staff vacancy for the next shift becomes known at the end of the current shift; or~~

~~(B) There is a potential harm to an assigned patient if the registered nurse, licensed practical nurse or certified nursing assistant leaves the assignment or transfers care to another.~~

~~(3) — (a) Time spent in required meetings or receiving education or training shall be included as hours worked for purposes of subsection (2) of this section.~~

~~(b) Time spent on call but away from the premises of the employer may not be included as hours worked for purposes of subsection (2) of this section.~~

~~(c) Time spent on call or on standby when the registered nurse, licensed practical nurse or certified nursing assistant is required to be at the premises of the employer shall be included as hours worked for purposes of subsection (2) of this section.~~

~~(4) The provisions of this section do not apply to nursing staff needs:~~

~~(a) In the event of a national or state emergency or circumstances requiring the implementation of a facility disaster plan;~~

~~(b) In emergency circumstances identified by the Oregon Health Authority by rule; or~~

~~(c) If a hospital has made reasonable efforts to contact all of the on-call nursing staff or staffing agencies on the list described in ORS 441.162 and is unable to obtain replacement staff in a timely manner. [2001 c.609 §4; 2005 c.665 §1; 2009 c.595 §734]~~

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~~— **Note:** See note under 441.160.~~

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~~—441.168 Leaving a patient care assignment.~~ A registered nurse at a hospital may not place a patient at risk of harm by leaving a patient care assignment during an agreed upon shift or an agreed upon extended shift without authorization from the appropriate supervisory personnel. [2001 c.609 §5]

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~~—Note:~~ See note under 441.160.

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~~—441.170 Civil penalties; suspension or revocation of license; rules; records; compliance audits.~~

~~(1) The Oregon Health Authority may impose civil penalties in the manner provided in ORS 183.745 or suspend or revoke a license of a hospital for a violation of any provision of ORS 441.162 or 441.166. The authority shall adopt by rule a schedule establishing the amount of civil penalty that may be imposed for any violation of ORS 441.162 or 441.166 when there is a reasonable belief that safe patient care has been or may be negatively impacted. A civil penalty imposed under this subsection may not exceed \$5,000. Each violation of a nursing staff plan shall be considered a separate violation. Any license that is suspended or revoked under this subsection shall be suspended or revoked as provided in ORS 441.030.~~

~~(2) The authority shall maintain for public inspection records of any civil penalties or license suspensions or revocations imposed on hospitals penalized under subsection (1) of this section.~~

~~(3) The authority shall conduct an annual random audit of not less than seven percent of all hospitals in this state solely to verify compliance with the requirements of ORS 441.162, 441.166 and 441.192. Surveys made by private accrediting organizations may not be used in lieu of the audit required under this subsection. The authority shall compile and maintain for public inspection an annual report of the audit conducted under this subsection.~~

~~(4) The costs of the audit required under subsection (3) of this section may be paid out of funds from licensing fees paid by hospitals under ORS 441.020. [2001 c.609 §6; 2009 c.595 §735]~~

## Redline tentative agreement

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— **Note:** See note under 441.160.

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— **441.172 Definitions for ORS 441.172 to 441.182.** As used in ORS 441.172 to 441.182:

(1) “Affiliated hospital” means a hospital that has a business relationship with another hospital.

(2) “Hospital” means:

— (a) An acute inpatient care facility, as defined in ORS 442.470; or

— (b) A hospital as described in ORS 442.015.

(3) “Manager” means a person who:

— (a) Has authority to direct and control the work performance of nursing staff;

— (b) Has authority to take corrective action regarding a violation of law or a rule or a violation of professional standards of practice, about which a nursing staff has complained; or

— (c) Has been designated by a hospital to receive the notice described in ORS 441.174 (2).

(4) “Nursing staff” means a registered nurse, a licensed practical nurse, a nursing assistant or any other assistive nursing personnel.

(5) “Public body” has the meaning given that term in ORS 30.260.

(6) “Retaliatory action” means the discharge, suspension, demotion, harassment, denial of employment or promotion, or layoff of a nursing staff, or other adverse action taken against a nursing staff in the terms or conditions of employment of the nursing staff, as a result of filing a complaint. [2001 c.609 §9]

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— **Note:** See note under 441.160.

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~~—441.174 Retaliation prohibited—~~

~~(1) A hospital may not take retaliatory action against a nursing staff because the nursing staff:~~

~~—(a) Discloses or intends to disclose to a manager, a private accreditation organization or a public body an activity, policy or practice of the hospital or of a hospital that the nursing staff reasonably believes is in violation of law or a rule or is a violation of professional standards of practice that the nursing staff reasonably believes poses a risk to the health, safety or welfare of a patient or the public;~~

~~—(b) Provides information to or testifies before a private accreditation organization or a public body conducting an investigation, hearing or inquiry into an alleged violation of law or rule or into an activity, policy or practice that may be in violation of professional standards of practice by a hospital that the nursing staff reasonably believes poses a risk to the health, safety or welfare of a patient or the public;~~

~~—(c) Objects to or refuses to participate in any activity, policy or practice of a hospital that the nursing staff reasonably believes is in violation of law or rule or is a violation of professional standards of practice that the nursing staff reasonably believes poses a risk to the health, safety or welfare of a patient or the public; or~~

~~—(d) Participates in a committee or peer review process or files a report or a complaint that discusses allegations of unsafe, dangerous or potentially dangerous care.~~

~~(2) Except as provided in subsection (3) of this section, the protection against retaliatory action in subsection (1) of this section does not apply to a nursing staff, unless the nursing staff, before making a disclosure to a private accreditation organization or a public body as described in subsection (1)(a) of this section:~~

~~—(a) Gives written notice to a manager of the hospital of the activity, policy, practice or violation of professional standards of practice that the nursing staff reasonably believes poses a risk to public health; and~~

## Redline tentative agreement

~~—(b) Provides the manager a reasonable opportunity to correct the activity, policy, practice or violation.~~

~~(3) A nursing staff is not required to comply with the provisions of subsection (2) of this section if the nursing staff:~~

~~—(a) Is reasonably certain that the activity, policy, practice or violation is known to one or more managers of the hospital or an affiliated hospital and an emergency situation exists;~~

~~—(b) Reasonably fears physical harm as a result of the disclosure; or~~

~~—(c) Makes the disclosure to a private accreditation organization or a public body for the purpose of providing evidence of an activity, policy, practice or violation of a hospital or an affiliated hospital that the nursing staff reasonably believes is a crime. [2001 c.609 §10]~~

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~~—**Note:** See note under 441.160.~~

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~~—**441.176 Remedies for retaliation.**~~

~~(1) A nursing staff aggrieved by an act prohibited by ORS 441.174 may bring an action in circuit court of the county in which the hospital is located. All remedies available in a common-law tort action are available to a nursing staff if the nursing staff prevails in an action brought under this subsection and are in addition to any remedies provided in subsection (2) of this section.~~

~~(2) In an action brought under subsection (1) of this section, a circuit court may do any of the following:~~

~~—(a) Issue a temporary restraining order or a preliminary or permanent injunction to restrain a continued violation of ORS 441.174.~~

~~—(b) Reinstate the nursing staff to the same or equivalent position that the nursing staff held before the retaliatory action.~~



## Redline tentative agreement

~~—(c) Reinstate full benefits and seniority rights to the nursing staff as if the nursing staff had continued in employment.~~

~~—(d) Compensate the nursing staff for lost wages, benefits and other remuneration, including interest, as if the nursing staff had continued in employment.~~

~~—(e) Order the hospital to pay reasonable litigation costs of the nursing staff, including reasonable expert witness fees and reasonable attorney fees.~~

~~—(f) Award punitive damages as provided in ORS 31.730.~~

~~(3) Except as provided in subsection (4) of this section, in any action brought by a nursing staff under subsection (1) of this section, if the court finds that the nursing staff had no objectively reasonable basis for asserting the claim, the court may award costs, expert witness fees and reasonable attorney fees to the hospital.~~

~~(4) A nursing staff may not be assessed costs or fees under subsection (3) of this section if, upon exercising reasonable and diligent efforts after filing the action, the nursing staff moves to dismiss the action against the hospital after determining that no issue of law or fact exists that supports the action against the hospital. [2001 c.609 §11]~~

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~~—**Note:** See note under 441.160.~~

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~~—**441.178 Unlawful employment practices; civil action for retaliation.**~~

~~(1) A hospital that takes any retaliatory action described in ORS 441.174 against a nursing staff commits an unlawful employment practice.~~

~~(2) A nursing staff claiming to be aggrieved by an alleged violation of ORS 441.174 may file a complaint with the Commissioner of the Bureau of Labor and Industries in the manner provided by ORS 659A.820. Except for the provisions of ORS 659A.870, 659A.875, 659A.880 and 659A.885, violation of ORS 441.174 is subject to enforcement under ORS chapter 659A.~~

## Redline tentative agreement

~~(3) Except as provided in subsection (4) of this section, a civil action under ORS 441.176 must be commenced within one year after the occurrence of the unlawful employment practice unless a complaint has been timely filed under ORS 659A.820.~~

~~(4) The nursing staff who has filed a complaint under ORS 659A.820 must commence a civil action under ORS 441.176 within 90 days after a 90-day notice is mailed to the nursing staff under this section.~~

~~(5) The commissioner shall issue a 90-day notice to the nursing staff:~~

~~—(a) If the commissioner dismisses the complaint within one year after the filing of the complaint and the dismissal is for any reason other than the fact that a civil action has been filed.~~

~~—(b) On or before the one-year anniversary of the filing of the complaint unless a 90-day notice has previously been issued under paragraph (a) of this subsection or the matter has been resolved by the execution of a settlement agreement.~~

~~(6) A 90-day notice under this section must be in writing and must notify the nursing staff that a civil action against the hospital under ORS 441.176 may be filed within 90 days after the date of mailing of the 90-day notice and that any right to bring a civil action against the hospital under ORS 441.176 will be lost if the action is not commenced within 90 days after the date of mailing of the 90-day notice.~~

~~(7) The remedies under this section and ORS 441.176 are supplemental and not mutually exclusive. [2001 c.609 §12; 2001 c.609 §12a]~~

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~~—**Note:** See note under 441.160.~~

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~~—**441.180 Hospital posting of notice.**~~

~~(1) A hospital shall post a notice summarizing the provisions of ORS 441.162, 441.166, 441.168, 441.174, 441.176, 441.178 and 441.192 in a conspicuous place on the premises of the hospital. The notice must be posted where notices to employees and applicants for employment are customarily displayed.~~

~~(2) Any hospital that willfully violates this section is subject to a civil penalty not to exceed \$500. Civil penalties under this section shall be imposed by the Oregon Health Authority in the manner provided by ORS 183.745. [2001 c.609 §13; 2009 c.595 §736]~~

~~— **Note:** See note under 441.160.~~

~~— **441.182 Rights, privileges or remedies of nursing staff.**~~

~~(1) Except as provided in subsection (2) of this section, nothing in ORS 441.176 and 441.178 shall be deemed to diminish any rights, privileges or remedies of a nursing staff under federal or state law or regulation or under any collective bargaining agreement or employment contract.~~

~~(2) ORS 441.176 and 441.178 provide the only remedies under state law for a nursing staff for an alleged violation of ORS 441.174 committed by a hospital. [2001 c.609 §14]~~

~~— **Note:** See note under 441.160.~~

~~— **441.192 Notice of employment outside of hospital.**~~

~~(1) A hospital, as defined in ORS 441.172, may require a registered nurse who is receiving full employment benefits from the hospital to provide notice of any outside employment that may reasonably impede the ability of the nurse to fulfill the nurse's obligation to the hospital in providing nursing services to patients under the hospital's care.~~

~~(2) If a hospital determines that the outside employment causes a risk to patients receiving services in the hospital, the hospital may require the nurse to discontinue the outside employment.~~

~~(3) A hospital may not unreasonably restrict the outside employment of nurses and may restrict outside employment only if the hospital provides in writing to the nurse an explanation of the hospital's documentation that the outside employment creates a risk to patients in the hospital. A nurse who does not discontinue outside employment if~~

Redline tentative agreement

~~required by the hospital may be disciplined or terminated from employment by the hospital.~~

~~(4) A nurse who does not provide notice as required by a hospital pursuant to this section may be disciplined or terminated from employment by the hospital if the failure to provide notice creates a risk to a patient in the hospital. [2001 c.609 §18]~~

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~~—**Note:** See note under 441.160.~~

**Exhibit F NURSE RESIDENCY PROGRAM**

The Nurse Residency Program will serve new graduate residents. It will span the first year of a new graduate RN's career. The residency will target professional development, practice improvement, and the development of mentoring relationships, continuing until the program is complete. Nurse residents will work closely with the Staff Development Specialist to obtain meaningful experiences and activities that support their growth and development over the first year of their career.

During the Residency Program, residents and preceptors will follow a structured orientation program of clinical and didactic training, the duration of which will be unit-specific, that is guided by evidence-based clinical and theoretical objectives designed to prepare the resident to practice independently.

It is the parties' expectation that nurses will make a commitment to their initial designated shift for twelve months, and their initial unit or department for twenty-four months, following completion of the Residency Program. The Hospital may implement a Commitment Contract to support this expectation.











**OREGON NURSES ASSOCIATION (ONA)  
CONTRACT RECEIPT FORM**

*(Please fill out neatly and completely.)*

Return to Oregon Nurses Association,  
18765 SW Boones Ferry Road Ste 200, Tualatin OR 97062-8498  
or by Fax 503-293-0013.

Thank you.

Your Name: \_\_\_\_\_

*I certify that I have received a copy of the ONA Collective  
Bargaining Agreement with Rogue Regional Medical Center,  
July 1, 20174 through June 30, 202017.*

*Signature:* \_\_\_\_\_

*Today's Date:* \_\_\_\_\_

*Your Mailing Address* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

*Home Phone:* \_\_\_\_\_ *Work Phone:* \_\_\_\_\_

*Email:* \_\_\_\_\_

*Unit:* \_\_\_\_\_

*Shift:* \_\_\_\_\_

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