### Sacred Heart Medical Center Contract Proposal Update

(non-compensation) 5/10/2023  
Underline = new language

<table>
<thead>
<tr>
<th>ONA</th>
<th>Medical Center</th>
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<tr>
<td><strong>Article 3 Employee Definitions</strong></td>
<td><strong>Medical Center</strong></td>
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<td>Per Diems:</td>
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• Not required to take call  
• Clarify per diems eligible for benefits with the exception of health insurance |  
• Agree to per diem exemption from call  
• Rejected clarification of benefits per diems are eligible for |
| **Article 6 Employment Status** | **Article 6 Employment Status** |
| • HR notice to ONA when a termination is happening | • Rejecting proposal |
| **Article 8 Hours of Work** | **Article 8 Hours of Work** |
| • Rest Between Shifts | • Rest Between Shifts counter: |
  o A nurse who has worked any combination of hours including but not limited to call-back or scheduled hours, such that the nurse has not received ten (10) consecutive hours off may choose to: |  o Unless performing standby duty, each nurse shall be entitled to an unbroken rest period of at least ten (10) hours between shifts. Any time worked without the required rest shall be paid at the premium rate of pay. For purposes of this paragraph, (1) working at the request of the other nurses or as a result of trades, (2) working a shift as a result of voluntary sign-up not initiated by the Employer, (3) attending a non-mandatory meeting, non-mandatory in-service or non-mandatory education day or (4) personal preference are not events that disrupt an otherwise unbroken rest period |
  a. Self-cancel and not work the next regularly scheduled shift before that shift begins in accordance with the established call off process for the unit. The nurse may choose not to use PTO under this provision; or  
  b. Request to be excused from the beginning of the next regularly scheduled shift to rest and then report to work later, with management approval, if the hospital has a need. Under this provision, when the nurse returns to the shift, the nurse will be paid “no rest” over time, if applicable; or  
  c. Choose to work the scheduled shift and be paid the “no rest” overtime pay at 1/1/2 times the nurse’s base hourly rate of pay. All subsequent hours will be paid at “no rest” overtime until the nurse has had ten (10) hours of rest between their scheduled shifts.  
  o Attending non-mandatory department meetings, non-mandatory in-service or |
non-mandatory education day shall not qualify a nurse for this pay. Education for required certifications is considered mandatory under this provision.

- A nurse’s eligibility to qualify for compensation for extra shift (CES) shall not be impacted by the choice they make under this provision.

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<thead>
<tr>
<th>Article 10 Paid Time Off – Tentative Agreement</th>
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<tr>
<td><strong>10.7.2 PTO accrual at time of request.</strong> In order for a nurse to receive approval for PTO they must have accrued at least twenty-five (25) percent of the amount of PTO they are requesting at the time they submit their request. If, at the time of their scheduled PTO, the nurse does not have sufficient PTO accrued to cover the time off they must exhaust their available PTO and any remainder would be without pay.</td>
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<tr>
<th>Article 11 Leaves of Absence</th>
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<tr>
<td><strong>11.2.1 Oregon Family Medical Leave Insurance (OFMLI) “Gap” Coverage</strong></td>
</tr>
<tr>
<td>o The Medical Center shall pay the amount between what a nurse would have earned while working and what is not covered by OFMLI in the event the nurse’s earnings are above the cap imposed by OFMLI program for benefits.</td>
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<td>o Volunteer Leave may be granted to a nurse, who is an affiliated volunteer with a recognized emergency responder volunteer association, to respond when activated. This leave may be granted for up to seven calendar days. The manager or designee will respond within ten (10) hours or less upon receipt of the request. A nurse may make additional request for days off after the first seven (7) days have passed. The nurse shall be required to use PTO for this leave. If the nurse does not have PTO they can take the leave without pay</td>
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Article 13 Filling of Vacancies

- **13.1 Posting of Vacancies.** The Medical Center will post a list of vacancies covered by this Agreement to be filled. The posting will show the unit, shift, shift length and numbers of hours per week of the vacancy. All vacancies shall be posted on the same day of the week; this day to be determined by administration. In addition, notices of vacancies with their respective requisition numbers attached shall be posted in paper form on the units in which they exist. The Unit Based Practice Council shall determine the location of this posting. These paper postings shall remain up until the position is filled. No vacancy shall be permanently filled unless it has been posted for a minimum of seven calendar days. After the seven-day time period has expired, internal candidates be given priority for awarding of positions before external candidates until the point in which an offer has been initiated with Talent Acquisition on an external candidate. Moreover, if the posting of a position is discontinued, then that vacancy may not be filled until it is posted again for the minimum seven days.

- **13.13 Positions for Recent Graduates.** Notwithstanding the provisions of this Article, the Medical Center shall maintain the right to hire a maximum of eighty recent RN graduates per fiscal year unless mutually agreed to by the Association and to post positions as recent RN graduate positions. Recent Graduates are defined as nurses who have graduated with their ADN or BSN up to one year before hire and have been licensed for less than six months and have less than six months of acute care experience as an RN. The Labor Management committee shall monitor the effectiveness and outcomes of the nurse residency programs. This includes collaborating to solicit feedback from frontline nurses, in particular preceptors and recent Nurse Residents for this purpose. The parties mutually agree to collaboratively review the previous fiscal year’s turnover and vacancy rates, as well as local, regional, and national turnover projections.

For the Nurse Residency Competency Development Pool (NRCDP), Nurse Residents will be hired into the program through an interview process that will include frontline caregivers. Upon hire, Nurse Residents in the NRCDP will orient to various units to gain competency in accordance with Article 14.2.2. Once
RN graduate positions. However, this number may be increased to one hundred and twenty (120) provided the Medical Center can demonstrate there are sufficient preceptors prepared to work with the additional forty new residents. Recent Graduates are defined as nurses who have graduated with their ADN or BSN up to one year before hire and have been licensed for less than six months and have less than six months of acute care experience as an RN. The Labor Management committee shall monitor the effectiveness and outcomes of the nurse residency programs. This includes collaborating to solicit feedback from frontline nurses, in particular preceptors and recent Nurse Residents for this purpose. The parties mutually agree to collaboratively review the previous fiscal year’s turnover and vacancy rates, as well as local, regional, and national turnover projections.

For the Nurse Residency Competency Development Pool (NRCDP), Nurse Residents will be hired into the program through an interview process that will include frontline caregivers. Upon hire, Nurse Residents in the NRCDP will orient to various units to gain competency in accordance with Article 14.2.2. Once competency is validated, the Nurse Residents in the NRCDP will be invited to apply to open positions within the Medical/Surgical, OHVI 4 & 5, and Observation Unit in accordance with Article 13. Unit-based interviews will include frontline caregivers. The Nurse Resident will have 12 months from time of hire to accept a unit-based, benefited position. Until that time the Nurse Resident will work in the units in which they have demonstrated competency.

**13.14.4 Night Shift Clinical Mentor Nurse:** The Medical Center agrees to provide an additional Clinical Mentor RN to serve as an expert clinical resource to a nursing unit on any given night shift where the total percentage of post orientation RNs with less than 12 months of experience as a licensed RN, is at fifty percent (50%) or more. Meal and break nurses shall not be included in this calculation. This fifty percent (50%) staffing threshold may be modified from time to time, in Medical Center’s sole discretion in certain circumstances where the RN experience is close to the 12 month time frame, and individual RN’s competency and skill is assessed to be meet or exceed a 12 month RN’s expected competency or conversely, the RN’s competency and skill is assessed as not yet meeting expected competency. Such assessment will be made by Medical Center with individual unit charge RN input.

A quarterly report on the use of this resource shall be presented to the Labor Management Committee.

- **13.15 New Grad Orientation.**
  - **13.15.1 Med/Surg Program:**

Agreed to ONA proposal.
RN experience is close to the 12 month time frame, and individual RN's competency and skill is assessed to be meet or exceed a 12 month RN's expected competency or conversely, the RN's competency and skill is assessed as not yet meeting expected competency. Such assessment will be made by Medical Center with individual unit charge RN input.

A quarterly report on the use of this resource shall be presented to the Labor Management Committee.

- **13.15 New Grad Orientation.**
  
  **13.15.1 Med/Surg Program:** Medical (RiverBend and University District), Oncology, Surgical, Orthopedics, Neurology, Cardiac Surgery (OHVI4), Cardiopulmonary (OHVI5), Observation (CDU), Rehab (University District), Pediatrics, and Obstetrics (Mom/Baby). The typical orientation for RNs entering the Med/Surg program is three months. The Medical Center shall provide a competency development pool support structure to support New Residents as determined by the Medical Center.

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### Article 14 Work Force Reductions, Low Census and Reorganizations

- **14.2.1 Float pool exception.** Prior to the beginning of the scheduled shift, a qualified regular float pool nurse shall have the right to replace a per diem nurse on any unit, provided that the float pool nurse has the clinical experience allowing him or her to be utilized for an anticipated patient assignment on that unit at the time of the assignment. Upon the request of a float pool per diem nurse, the Medical Center will make a reasonable effort to provide an equitable distribution of work among per diem float pool nurses and the per diem nurses in a unit to which the float pool nurses are oriented. Prior to the start of shift the float pool nurses shall be treated as their own separate unit for purposes of low census assignment. After the start of shift, a float pool nurse shall be considered part of the unit to which they are assigned for the purpose of low census.
### Article 15 Health and Welfare

<table>
<thead>
<tr>
<th>15.1.1 Premiums.</th>
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<tr>
<td>• Reduce from 64 to 60 hours required to qualify for full time premium contribution.</td>
<td>• Rejected ONA proposal re: 60 hours to qualify for full time premium contribution.</td>
</tr>
<tr>
<td>• Add Exclusive Provider Program with percentages of premium contributions.</td>
<td>• RNs with status hours of 40 or more in a pay period (.5 FTE) shall be eligible to participate in the Medical Center's Exclusive Provider Organization (EPO) plan in accordance with the Medical Center's policies regarding eligibility, payment, and benefits as applicable to a majority of the Medical Center's employees who are in any bargaining unit or not in a bargaining unit.</td>
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<td>• No nurse shall be required to repay an overpayment of benefits premium contributions due to Medical Center error more than 30 days old.</td>
<td>• Nurses who receive an overpayment of employer benefit contributions due to Agency error shall not be required to repay the Agency for any overpayment more than 90 days old.</td>
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<tr>
<th>15.2.2 Advance notification.</th>
<th>15.2.2 Advance notification – Rejected ONA proposal</th>
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<tr>
<td>• The Medical Center shall forward to the Association plan changes including changes to pharmacy formularies and provider network (in-network and out-of-network), and insurance amendments at least ninety days prior to implementation, and rate changes at least sixty thirty days prior to implementation.</td>
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<tr>
<th>15.4 Communicable Diseases.</th>
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<tr>
<td>• When a nurse is required by the Medical Center to be absent from all work because of exposure to a serious communicable disease, which likely occurred while on duty as determined by Employee Health, the Medical Center will pay the nurse at the nurse’s straight-time rate of pay for scheduled hours lost, for up to fourteen days. A nurse, under this provision, shall be assumed to have been exposed at work in the event that a co-worker, patient they cared for, others who were present during care, on a shift they worked, who is positive or later test positive for the same disease. This section will not be applicable when (a) the nurse is eligible for workers' compensation or other disability insurance benefits for which the Medical Center has made contributions, or (b) the nurse, after having received actual or constructive notice in writing of this provision, has refused the Medical Center's offer of timely vaccination in connection with such disease except for medical or religious reasons. However, this provision shall apply, and this benefit utilized to cover the time between the loss of work and when workers compensation or other disability insurance benefits begin. In the event of a potential or actual pandemic or epidemic, the Association and the Medical Center will meet to discuss guidelines for maintaining employee and patient safety and compensation for hours lost.</td>
<td>• Rejected assumption of exposure at work. Accepted remainder of new proposed new language.</td>
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<tr>
<th>15.11 Insurance Expenses incurred at PeaceHealth Facilities.</th>
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<tr>
<td>• Rejected ONA proposal.</td>
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15.11 **Insurance Expenses incurred at PeaceHealth Facilities.** Nurses covered under PeaceHealth health insurance plans shall have all services fully covered by the employer for services received at Sacred Heart Medical Center.

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### Article 16 Professional Development

- **16.2.3 Required Certifications.** Certification required for the role such as but not limited to: BLS, ACLS, PALS, NRP, TNCC and NIHSS will be compensated at the applicable rate of pay for all hours spent in the certification course. This includes certifications obtained by charge nurses hired before May 23, 2019 who chose to obtain a certification in lieu of obtaining a BSN. The Medical Center shall reimburse a nurse for the cost of obtaining any certifications and recertifications required for their position. Funds identified in Article 16.3 shall not be used for required certifications including for credentials held by charge nurses referenced above. Nurses who are unable to schedule a class due to scheduling conflicts shall consult their Nurse Manager or designee to determine opportunities to obtain the certification, at least sixty forty-five (45) days prior to expiration. If a nurse and the nurse manager are unable to resolve the scheduling conflict(s) and the nurse is required to miss a shift of work including a night or evening shift adjacent to the scheduled class, the nurse may shall be compensated for all regular hours the nurse would otherwise have worked on that shift. The Medical Center shall keep track of each nurse’s required certification and their expiration date and ensure the availability of a sufficient number of classroom slots to accommodate those nurses obtaining their certifications in the quarter in which they expire. No nurse shall be required to renew their certification more than one month prior to its expiration date. Discipline for a nurse who fails to renew a required certification shall be limited to a verbal warning for the first offense. In the event that the nurse fails to obtain their certification at the earliest reasonable opportunity the verbal warning may be elevated to a Step 1 corrective action.

- **16.3 Educational Days and Expenses.** An annual maximum of 1300 educational days hours paid at straight-time rates shall be provided by the Medical Center for nurses who have been employed by the Medical Center for at least one year.
least six months, to attend non-mandatory educational programs on or off Medical Center premises. Further, $250,000-$295,000 shall be provided by the Medical Center to assist participating nurses in meeting registration fees and related expenses in conjunction with attending such educational programs.

### 16.3.1 Allocation.
The appropriate Medical Center official(s) shall determine and administer the allocation of funds and education days from this budget proportionally to the nursing units based on the number of full-time equivalent nurses per nursing unit, as of July 1 of each year, and shall report quarterly, to the Professional Nursing Care Committee (PNCC) regarding disbursements from the budget set forth above. The PNCC shall have the authority to review disbursements of these funds in order to ensure they are being allocated per the requirements of this article. Information provided to the PNCC for this review shall include but not be limited to requests, denials, approvals and actual reimbursements. As of April 1 of each year, all funds and education days that have not been approved will be pooled from individual units and be made available to all bargaining unit nurses.

### 16.4 Tuition Reimbursement.
In addition to the funds available under Section 16.3 herein, the Medical Center shall provide an annual maximum of $95,000 to assist nurses in meeting the cost of tuition, books and associated expenses for classes that are part of a program to obtain a BSN or MSN. To qualify for reimbursement, the nurse must complete the class or program with a passing grade if no grade is provided or at least a grade of B. The Professional Nursing Care Committee shall be responsible for developing and periodically revising the criteria and parameters pertaining to access and distribution of these funds. The Medical Center shall provide the PNCC with a list of caregivers who have applied for Tuition Assistance, and if their claim has been approved or denied. All bargaining unit nurses, including per diems, shall be eligible for tuition reimbursement funds negotiated under this article. In addition to these funds, nurses may qualify for tuition reimbursement through the grant provided to PeaceHealth Oregon Network Nurses as determined by the PeaceHealth tuition reimbursement policy. These funds will remain available until exhausted or terminated according to the program guidelines. The funds available through PeaceHealth tuition reimbursement program are not to be conflated with the funds negotiated under this collective bargaining agreement.
as determined by the PeaceHealth tuition reimbursement policy. These funds will remain available until exhausted or terminated according to the program guidelines. The funds available through PeaceHealth tuition reimbursement program are not to be conflated with the funds negotiated under this collective bargaining agreement.

### Article 18 Nursing Care Delivery

See Draft Proposal

### Article 20 General Provisions

#### 20.10 Cultural Transformation Council

The Cultural Transformation Council (CTC) serves to support a Sacred Heart Medical Center culture free of bullying and incivility. Members will strive to be mentors of respect, inclusion, and professional and personal growth.

The objectives of the CTC include but are not limited to:

- Establishing and maintaining a healthy practice environment using the utilizing a mutually agreed upon existing third party Just Culture Model
- Promote the adherence to the PeaceHealth Code of Conduct by all employees as it relates to combating bullying, harassment and incivility
- Promoting professional development, communication, and positivity
- Collaboration between nurses and nursing leadership regarding Medical Center operations to support shared decision-making, professional practice, and patient-centered care

The members of the CTC shall work to promote an open dialogue among CTC participants in which the hierarchy of administrators, managers and nurses is absent, while maintaining transparency.

The CTC shall meet at least monthly for two-hours unless there is mutual agreement of the
nurse co-chairs to cancel or shorten meetings. Ad-hoc and sub-committee meetings shall be arranged as determined by the co-chairs. Additional hours may also be allocated for specific projects. Requests for additional hours shall be made in writing to the Chief Nursing Officer. The CTC shall review its charter at a minimum annually to ensure membership, structure, objectives, and goals meet the needs of the workforce to support a healthy work environment.

Membership of the CTC shall include direct care nurses (to comprise at least 51% of the Council membership) Sacred Heart Medical Center leaders (i.e., administrators, managers, assistant nurse managers, educators, human resources.) Direct care nurses and charge nurse members shall be appointed by the Association. Ad-hoc members of the CTC advise and provide mentorship to the council. They will be non-voting members of the committee.

Council members shall be provided with formal education on bullying and incivility and best practices, using evidence-based practice, for improving workplace culture as it relates to these issues.

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<tr>
<th>Article 21 Duration and Termination</th>
<th>Proposing a four-year contract</th>
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<td>Appendix E Mandatory Training</td>
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<td>- Rejected proposal to delete Section 4</td>
<td>4. Exception to four-month notice provision. If there is a compelling regulatory or patient safety issue(s) that requires a more vigorous timeline, training may be exempt from the four-month notice. An exception to the four-month notice obligation in paragraph one above may apply when the Chief Nurse Executive or designee authorizes such an exception and submits such authorization to the Association and local Association executive committee members for review and approval. The Association may, within ten business days of such notice, contact the Chief Nurse Executive or designee to discuss any concerns or issues the Association may have. Failure to establish such contact will be deemed an agreement with the exception. If agreement cannot be reached on the conditions for implementing the training, an exception will not be granted. The Association will not unreasonably withhold its agreement. The Medical Center will not implement</td>
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any training pursuant to the exception in this paragraph during the last thirty days of the mandatory training year.

Appendix J PNAP

Rejected by ONA

Appendix J PNAP

Professional Nurse Advancement Program

Sacred Heart Medical Center and the Association are committed to the professional development, satisfaction, recruitment, and retention of nursing staff. The Professional Nurse Advancement Program (PNAP) is designed to provide staff nurses more opportunity to grow and advance professionally. Therefore, the parties agree to develop and implement the agreed upon PNAP and the following terms:

1. **Participation.** All ONA represented nurses at RiverBend and University District will be eligible to participate in the PNAP program. This includes all per diem nurses that are in compliance with their availability requirements.

   If a nurse is disciplined during the two years they are in the clinical ladder, they will not lose their differential. However, if a nurse has a disciplinary action for behavior or performance on record in the twelve months prior to application deadlines, they will not be eligible for the program at that time.

2. **Composition of PNAP and Review Committees.** The Chief Nursing Officer (CNO) for each campus (RiverBend and University District) shall designate a Shared Governance Council to be responsible for administering the PNAP program including the review of applications and to make program criteria recommendations to the System PNAP Council.

   The Association shall appoint one representative to each council responsible for administration of the PNAP.

3. **Paid time for PNAP Board and Review Committees.** All time spent by the council members to oversee the program, including review of applications and appeals, shall be paid at the nurse’s regular straight time rate of pay.

4. Beginning the first full pay period following ratification of this agreement, hourly compensation for program participants shall be as follows:
a. First Advancement Stage-Competent Nurse (PNAP-C), RN3 (proficient) $2.00 per hour

b. Second Advancement Stage-Proficient Nurse (PNAP-P), RN4 (expert) $3.00 per hour

c. Third Advancement Stage-Expert Nurse (PNAP-E), RN5 (specialist) $5.00 per hour

PNAP certifications are valid for two years.

5. **Biannual Review Process**. Program Review Process. The PNAP program will be reviewed twice a year by the designated Shared Governance Councils and that evaluation shall be provided to the Labor Management Committee. The PNAP will be reviewed at least every two years by the designated Shared Governance Council and that evaluation shall be provided on the Association. Discipline will not be an automatic bar to placement on the program and approval by the nurse’s manager will not be a requirement for placement in the program.

PNAP pay rates will be effective the first full pay period following ratification for current participants.

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**New Appendix**

**On-Campus Food/Beverage Services**

The Medical Center and Association agree that access to affordable food and beverage services on the Riverbend and University District campuses has historically been part of the benefits of working on one of the campuses because it is important to the health and well-being of nurses and their ability to provide high quality safe patient care. Given that these campuses operate 24 hours a day seven days a week, it is vital that all nurses are provided with such access regardless of which shift they work. Therefore, the Medical Center agrees to the following:

- The Medical Center shall inform the Association of both planned and unanticipated closures or changes in operating hours of the cafeteria or the PRN coffee shop (or its equivalent) on either campus.
  - Planned closures or changes to hours of operation shall be noticed to the Association sixty (60) days in advance of implementation.

Rejected by Medical Center
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- Unanticipated closures or changes in hours of operation shall be noticed within 24 hours of their occurrence.
- The Medical Center and Association shall meet to negotiate over the impacts of such closures or changes in hours at the request the Association.
- The Medical Center shall inform the Association of any anticipated price increases on food or beverages sold in the cafeterias or PRN coffee shops (or their equivalent) of greater than ten (10) percent whether as a single price increase or a cumulative increase over a period of six months.
- The Medical Center and Association shall meet to negotiate over the impacts of such increases at the request the Association.
- The Medical Center shall provide a 15% discount on cafeteria and PRN purchases to all bargaining unit nurses.

New Appendix: Meal and Break Nurse Positions

The Riverbend and University Districts campuses shall implement meal and break positions or assignments according to their respective Nurse Staffing Committee processes.

The intent of the meal and break positions and assignments is to provide meal and break coverage in compliance with the contract, the unit staffing plan, and all regulatory agencies. The meal and break nurse should not be pulled from their role on that shift or given a patient care assignment with the exception of emergent situations, or if all meals and breaks have been completed, or if they are being replaced by another qualified nurse. When it is known that the meal and break nurse will be absent, every effort will be made to fill that role for the shift in a timely manner.

Riverbend units:

The Meal and Break position or assignment will be subject to the following definition of shifts:

Day Shift - Assignments that start at or between 0700 and 1000.

Evening Shift - Assignments that start at or between 1100 and 1500.

Night Shift – Assignments that start at or between 1900 and 2300.

*Shift differential will continue to be paid in accordance with the contract.

The Unit Based Councils will assist each department in determining:
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Day Shift - Assignments that start at or between 0700 and 1000.

Evening Shift - Assignments that start at or between 1100 and 1500.

Night Shift – Assignments that start at or between 1900 and 2300.

Shift differential will continue to be paid in accordance with the contract.

The Unit Based Practice Councils (UBPC) shall be responsible for the development of and any revisions to their respective unit’s:

- Criteria around the Meal and Break RNs PTO requests to supplement current department guidelines and in alignment with the contract.
- Criteria around Low Censusing the Meal and Break RNs.
- Criteria around Floating the Meal and Break RNs.

Once developed and approved by the UBPC and the manager, the guidelines will be subject to a vote of nurses on the unit per contract. Modifications requested by the Medical Center shall also be subject to the same contractual process of voting at the UBPC and unit level. Final unit guidelines will be provided to ONA. Should any concerns arise, ONA may ask to meet with the department leadership and UBPC within 30 days from receipt of the guidelines. The Medical Center reserves the right to return the guidelines to the UBPC to request modifications, at any time. Any revisions will subject to the contractual voting process for approval by the UBPC and a vote by the unit nurses consistent with article 8.5.1.

The following departments will have one or more 8-hour Meal and Break position(s):  
- RiverBend:  
  - OHVI 4, OHVI 5, 8 Medical, 7 Oncology, 7 Surgical, 6 Neurology, 6 Orthopedics, ICU, NICU, Obstetrics (Mom/Baby)

All other departments will not have a meal and break position and will determine meal and break coverage by department. If a department moves to having a meal and break position, as determined by the Medical Center, it shall be reviewed with ONA and this guideline will apply.

Minimum requirements to be eligible for the meal and break RN position or assignments

Each UBC will work with unit leadership in determining the minimum requirements for a RN to be eligible to work in a Meal and Break position or assignment. These requirements will be presented to department leadership for ultimate and final approval. A copy of the final requirements will be provided to ONA. Any changes to these requirements are at the discretion of the Medical Center. Should the Medical Center make substantial modification to the minimum requirements, they shall notify ONA and meet, upon request, to discuss the impact of such change.

The parties agree to the following for University District units:

University District units shall follow the Meals and Break nurse program that was presented and
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- Intensive Care Unit (ICU) including all iterations of an ICU with the exception of the Neonatal ICU
- Obstetrics (i.e., Labor and Delivery, Mom/Baby units)
- Observation unit

The Riverbend Emergency Department shall continue to provide, at minimum, the number of resource nurses as reflected in their approved staffing plan that serve to cover meal and breaks.

All other departments not listed will not have a meal and break position but instead will determine meal and break coverage by department sufficient to provide meal and breaks. This coverage must be sufficient the ensure a nurse can take their meal and break without having another nurse cover that nurse's patient load unless doing so does not violate the unit's staffing plan. If a department moves to having a meal and break position, as determined by the Medical Center, it shall be reviewed with the Association and this guideline will apply.

Minimum requirements to be eligible for the meal and break RN position or assignments

Each UBPC will work with unit leadership in determining the minimum requirements for a RN to be eligible to work in a Meal and Break position or assignment. These requirements will be presented to department leadership for ultimate and final approval. A copy of the final requirements will be provided to the Association. Any changes to these requirements are at the discretion of the Medical Center. Should the Medical Center make substantial modification to the minimum requirements, they shall notify the Association and meet, upon request, to discuss the impact of such change.

The parties agree to the following for University District units:

Inpatient units, including but not limited to Behavior Health, 3-Medical, and Rehabilitation, shall:

1) provide at a minimum, one or more 8 hour nurses per shift, sufficient to ensure a nurse can take their meal and break without having another nurse cover that nurse's patient load unless doing so does not violate the unit's staffing plan.

adopted by the University District Nurse Staffing Committee (UD NSC) on June 2, 2020. This program utilizes meal and break nurse assignments as the means of providing meals and break coverage for the University District units. As part of this program, the UD NSC has developed a standardize tracking tool to be used by each unit to for the purpose of maintaining records of meals and breaks coverage. The Medical Center shall notify the Association of any significant changes made to this program including the creation of meal/break nurse positions, changes in eligibility requirements for nurses to serve in the meal/break assignment role, and proposed changes in start/stop times for nurses serving in these assignments. The Association shall be furnished with copies of the tracking documentation upon request.
2) adhere to the guidelines set forth in the Meals and Breaks Program developed by the hospital Nurse Staffing Committee for the purpose of maintaining safe patient ratios during nurses’ meal and rest periods. The Meals and Breaks Program shall, at a minimum, be reviewed on an annual basis by the University District Nurse Staffing Committee (UD NSC). During review, input shall be requested from individual Unit Based Practice Councils. The Meals and Breaks Program shall be maintained and made available to all Nurses on the units by the UD NSC. Adherence to the Meals and Breaks Program shall be reflected in individual unit staffing plans.

A Meals and Breaks Nurse may be assigned, when appropriate, to cover rest periods on both 3-Medical and Rehabilitation during their shift. The University District Emergency Department shall continue to provide, at minimum, the number of resource nurses as reflected in their approved staffing plan that serve to cover meal and breaks.

Each UBPC, with input from the UD NSC and unit leadership will determine the minimum requirements for a RN to be eligible to work in a Meal and Break position or assignment. These requirements will be presented to the UD NSC for final approval. Minimum requirements shall include: 1) Nurses assigned to cover meals and breaks relief shall have a minimum of 6 months experience on, and 2) be oriented to facilitate on the unit to which they are providing relief in order to relieve the Charge Nurse.

A copy of the final requirements will be provided to the Association. Modifications may be made by the UBPC and presented to the UD NSC for approval prior to implementation.

New Appendix: Limits on Agency Nurses

While the Association and the Medical Center acknowledge that the use of agency nurses, also known as travelers, is important to the functioning of nursing units, there are important reasons related to safety and maintaining standards of patient care to have limits on the roles to which agency nurses are assigned when working on a unit. In addition, to maintain fairness and access to the rights and benefits under this collective bargaining agreement, opportunities to be placed on the schedule must be afforded to bargaining unit nurses before agency nurses. Therefore, the following shall apply to the use and scheduling of agency nurses:

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1. A nurse being low censused shall have the right to bump an agency nurse on another unit to which that nurse is oriented.

2. Bargaining unit nurses shall be offered open shifts that are known prior to the schedule being posted and given the opportunity to take those shifts before agency nurses are offered those shifts as required by Article 8.6.1.

3. Shifts that become open after the posting of the schedule, including on the day of the shift, shall be offered to bargaining unit nurses prior to being filled by agency nurses. For openings that arise on the day of the shift, bargaining unit nurses shall have a minimum of one hour to respond to notice of the opening before agency nurses are contacted.

4. An agency nurse shall not orient nurses new to a unit unless that agency nurse has worked on the unit for at least one year.

5. An agency nurse shall not be assigned to precept another nurse unless they have worked on the unit for at least a year within the previous three years and there are no other bargaining unit nurses qualified and willing to serve as preceptor for that shift.

6. An agency nurse shall not be routinely assigned to serve as facilitator on a shift unless there are no other bargaining unit nurses qualified who are willing to facilitate on that shift.

7. Bargaining unit nurses working on shift in which 50% or more of the nurses working are agency nurses shall receive a $2.00 per hour “agency nurse saturation” differential.

8. The Medical Center shall not employ an agency nurse for longer than 365 days within a two-year period. An agency nurse who works for the Medical Center for more than one year shall be offered a bargaining unit position.