MEMORANDUM OF AGREEMENT
Between Oregon Nurses Association and St. Charles – Redmond
Closure of Family Birth Center
Final Tentative Agreement
December 14, 2018

(Note: These provisions have been agreed to both parties. After punctuation and other technical corrections, representatives from both parties will sign this document.)

The parties agree to the provisions below on a non-precedent setting basis, which modify, restrict, or expand on their collective bargaining agreement that took effect on December 1, 2016 and is scheduled to expire on November 30, 2019. All provisions of the collective bargaining agreement not directly altered by this memorandum shall remain in effect.

1. NO LAYOFFS & TRANSFERS

The Hospital guarantees that no member of the bargaining unit will be laid off or replaced under the provisions described in §12.8. The parties agree that replaced means that no nurse will be bumped out of their position. Whenever possible, the Hospital shall create positions, including currently open positions, equal to the number of Family Birth Center (FBC) nurses who notify the Hospital by January 15, 2019 of their intent to remain employed at St. Charles – Redmond after FBC closes.

For the FBC nurses who provide notice of intent to remain, the Hospital shall post, for internal hire, positions in units the Hospital deems appropriate and fill the positions per §12.3. All FBC bargaining unit nurses shall bid on above mentioned positions on February 15, 2019, by order of seniority only and will maintain at least their current FTE.

FBC nurses may choose up to three (3) units in which to observe and will be compensated up to twelve (12) total hours at their regular base wage and applicable differentials at a time that is mutually agreed upon by both the employee and the unit managers. If the nurse is unable to complete four (4) consecutive hours of observation due to a request of the Hospital, the Hospital shall allow the nurse to observe the same unit for another four (4) hours.

All observation hours will be completed by January 15, 2019, and a signed letter of intent to remain in Redmond must be submitted to Human Resources and ONA.

For the number of FBC relief nurses, the Hospital shall post, for internal hire, relief positions in units that Hospital deems appropriate. Bidding for these positions shall follow §12.3.

The Hospital shall provide each nurse education and a competency-based orientation to the transfer unit not to exceed 12 weeks unless mutually agreed upon. Orientation may begin before the FBC closure. Each FBC nurse will transfer to their new unit
immediately after FBC closes. In no case shall a nurse lose hours or shifts as a result of this transfer to another St. Charles – Redmond unit unless mutually agreed upon.

2. PROFESSIONAL DEVELOPMENT FOR EMERGENCY & OTHER NURSES

Prior to the FBC closure, the Hospital shall provide each Emergency nurse, and other nurses as appropriate, additional professional development related to OB/GYN and newborn care. Housewide Shared Practice Committee shall work in conjunction with the system FBC workgroup, CPPD and Managers to develop an educational plan by February 1, 2019. Each nurse shall be fully educated within six months of plan development and annually thereafter.

3. RETENTION BONUS FOR FBC NURSES

The Hospital shall pay a retention bonus to every FBC nurse with a signed retention agreement to ensure the nurse remains at St. Charles – Redmond until FBC closes.

The FBC shall close no later than July 30, 2019. The Hospital shall provide at least ten (10) days' notice of the closure date to the ONA bargaining unit chair and labor rep in writing. The retention bonus shall be paid out to every FBC nurse in good standing (not on a written or final written corrective action within a year of the time of closure) who remains employed by St. Charles – Redmond FBC. The bonus will be paid the pay period following the FBC closure. The retention bonus shall be $1,000 per 200 hours of all compensated hours, pro-rated, in the twelve (12) months prior to the closure date.

4. SEVERANCE LUMP SUM PAYMENT

The Hospital shall pay a lump sum severance amount to a maximum of two Redmond FBC benefited Nurses by order of seniority who agree to separate their employment from the Hospital at the time of FBC closure. The two most senior benefited FBC nurses who apply by January 15th will receive 1 week's worth of his or her current compensation (based on positioned hours) multiplied by his or her number of whole years of service for St. Charles Redmond bargaining unit, up to 12 years. Thus, the maximum severance benefit will be equal to 12 weeks' worth of the caregiver's current compensation to a maximum of $20,000.

Any nurse who accepts a severance package shall agree not to seek or accept a position within the St. Charles for twelve (12) months after payment of the severance lump sum payment.