# Tentative Agreement Summary at Willamette Valley Medical Center

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<tr>
<th>ARTICLE</th>
<th>HIGHLIGHTS</th>
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<tr>
<td>Article 1 – Recognition</td>
<td>• Recognize all full- and part-time nurses (including per diem), excluding supervisors</td>
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| Article 2 – ONA Membership and Payroll Deduction | • Agreement that the hospital will deduct membership dues through payroll deduction  
  • Obligation of nurses to become members or pay a fair share fee for representation |
| Article 3 – Association Business | • Access for ONA representative for representation purposes  
  • Availability of meeting rooms  
  • Time to meet with new nurses during orientation  
  • Use of bulletin boards |
| Article 4 – Management Rights | • Delineation of inherent management rights and obligations  
  • Clarity that employer rights are abridged by this agreement  
  • Clear language clarifying the obligations of management and right of union to negotiate with respect to the National Labor Relations Act |
| Article 5 – Non-Discrimination | • Nurses shall not be discriminated against and may file a grievance if they prefer to proceed through the contract instead of exercising the right to pursue federal administrative or judicial proceedings |
| Article 6 – Employee Definitions | • Maintain current definitions of full- and part-time  
  • Create two tiers of per diem  
  • Limit utilization of travelers and provide oversight of their usage |
| Article 7 – Per Diem Nurses   | • Two tiers of per diem:  
  o Tier 1 requires two shifts per month commitment and pays a 10 percent differential on the scale. Nurses must have five years’ experience to qualify for Tier 1.  
  o Tier 2 requires a commitment of four shifts per month with a 20 percent differential.  
  • Secure per diem sick leave provisions. |
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<th>Article 8 – Probationary Period and Orientation</th>
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<tr>
<td>• Probationary for first 90 days for newly hired full- and part-time nurses.</td>
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<td>• Probationary for first 150 days for per diem and newly graduated nurses</td>
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<th>Article 9 – Joint Responsibility</th>
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<td>• Commitment to enhance safety regarding workplace violence, workplace exposures to infection disease and occupational illness.</td>
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<td>• Agreement to recognize efficacy of NIOSH guidelines in addressing work related injuries</td>
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<td>• Union nurse slot designated on the WVMC Health and Safety Committee.</td>
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<th>Article 10 – Nurse Practice Council</th>
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<td>• New nurse practice council (NPC) to promote problem solving and communication regarding clinical issues in the workplace</td>
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<td>• NPC shall develop mission statement and goals</td>
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<td>• Seven representatives each for management and the union</td>
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<td>• Council shall meet monthly.</td>
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<td>• Local bargaining unit chairperson serves as a co-chair along with CNO</td>
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<td>• All meeting minutes and outcomes shall be posted</td>
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<td>• Paid time for participants of committee</td>
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<th>Article 11 – Staffing Committee</th>
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<td>• Hospital staffing plan consistent with Oregon law and must be monitored and evaluated by the hospital staffing committee</td>
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<td>• Staffing committee shall be represented by nurses in all areas as part of developing a hospital wide staffing plan</td>
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<td>• Paid time for participants of committee</td>
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| Article 12 – Hours of Work and Scheduling | • Off duty hours spent in mandatory meetings are compensable time including overtime when applicable.  
• Mandated meal and rest periods  
• Final work schedules shall be posted at least 14 days in advance  
• Posted schedules on the final schedule can only be changed by mutual agreement or emergent situations  
• Nurses may continue to work with management on self-schedules in a unit by majority decision of the nurses.  
• Overtime nurses will receive OT for over 40 hours in a work week or 80 hours in a two-week period.  
• Payroll period covers 14 days from Sunday to Saturday |
| Article 13 – Corrective Action | • Discipline must be for just cause and progressive in nature  
• Nurses have a right to request union representation when in a discipline investigatory meeting with management  
• Release time for stewards to attend meetings that are requested during work time |
| Article 14 – Grievance Process | • Procedure for filing a grievance if nurse is disciplined or the contract is violated  
• Right to proceed to arbitration in front of a neutral arbitrator who makes a final decision |
| Article 15 – Job Posting | • Required posting of bargaining unit positions electronically for six days, included goal of electronic alerts  
• Selection criteria for positions must be fact supported. related to ability to work successfully and applied consistently  
• Candidates that meet minimum criteria must be interviewed and the current peer review process will be maintained.  
• Seniority will apply when applicants have equal skills, competence and ability. |
| Article 16 – Seniority Reduction in Force/Layoff | • Seniority from the most recent date of hire as a full- and part-time RN. Per Diem maintain any seniority as a full- and part-time RN.  
• Layoffs shall be by department unit and shift. Bargaining unit seniority shall be determining factor providing skills and ability relatively equal. Decisions measured on specific job-related duties.  
• Process to minimize disorder during layoffs |
| Article 17 – Reduced Workload/Low Census | • Procedure for reducing nurses during temporary reductions of staff for low census or reduced workload. |
| Article 18 – Leaves of Absence | • Expanded return to work provisions after the conclusion of a leave of absence  
• Extended leaves to provide 24 weeks for illness and injury leaves of absence beyond those required by law. |
| Article 19 – On Call and Call Back | • On call pay of $4 and applicable shift differential  
• Extra OR and PACU on call incentives for extra shifts worked from $50 to $100 for either 13 or 24-hour shifts respectively  
• Two hours minimum hours of work when reporting from an on-call shift.  
• Nurses may volunteer to fill any holes in the scheduled including extra shift incentive eligible |
| Article 20 – Education and Training | • Nurses will be pre-approved for fees associated with pre-approved training including travel expenses. This includes seminars and workshops to maintain and enhance skills  
• Seat on the education committee for ONA nurse without loss of pay during regularly scheduled work hours |
| Article 21 – Insurance | • The hospital will provide group health insurance for full-time nurses and the premiums and benefits shall not be changed for the entire agreement  
• Part-time nurses will begin receiving group health insurance effective in year two of the agreement  
• The dental and vision plans shall be the same or equivalent plans provided for the life of the agreement.  
• Short and long-term disability will be the same or equivalent to that provided to bargaining unit members |
### Article 22 – Wages
- Contractual parity
- Utilize relevant work experience to ensure that placement on the new wage scale results in a fair wage adjustments.
- A step system in the contract to ensure two pay increases each year, one for years of service and an additional general wage increase each year of the agreement
- A 2 percent ratification bonus retroactive to August 23, 2020
- Additional increase of 2.25 percent in years two and three of the contract

### Article 23 – Additional Economic Benefits
- Weekend differential pay of $2 per hour and minimum of at least two of four weekends off
- Restrictions on preceptor requirements and $1.50 hourly differential
- $6.50 shift differential pay
- Extra shift incentive of 1 and 1/2 pay and an additional $20 during extraordinary times identified in advance by the hospital

### Article 24 – PTO
- Maintain PTO accruals for the life of the contract
- Define how PTO is used
- PTO scheduling determined annually by the staffing committee, unit staffing representative and the nurse manager
- PTO policy to apply fairly while upholding the value of seniority

### Article 25 – Holidays
- Maintain existing holiday practices for the length of the contract

### Article 26 – Retirement
- Secure the 25 percent matching 401k contributions of the first 6 percent of a nurse’s contributions into their salary deferral plan or their Roth IRA

### Article 27 – Federal and State Laws
- Agreement is subject to all federal and state laws

### Article 28 – No Strike/No Lockout
- Commitment that there shall be no work stoppages or interruptions during the contract period and the hospital will not lock out workers

### Article 29 – Performance Evaluations
- Ensure an annual performance evaluation without impacting wages
| Article 30 – Liability Insurance | • Hospital required to maintain liability insurance coverage for nurses acting within their scope of practice |
| Article 31 – Successorship | • Language that provides assurances to notify ONA of any merger, change of ownership or sale of the hospital and also a responsibility to inform the new entity of the existence of the union at WVMC |
| Article 32 – Duration and Renewal | • Three-year agreement |
| Letter of Understanding: Safety and Security | • Nurses shall have a new seat on the health and safety committee.  
• Acknowledgement that increased assaults in the workplace become a priority  
• Meeting with administration and ONA within six months of the contract to monitor progress. |
| Letter of Understanding: EIB | • Language to expand the use of EIB to allow nurses to use EIB in lieu of PTO during short term disability leaves |
| Letter of Understanding: Permanent Charge Nurse | • Each nurse allowed to self-select into newly created permanent charge nurse supervisory positions or stay in the union consistent with current positions that assume relief charge responsibilities at times  
• $1.50 premium when bargaining unit nurses are assigned to work relief charge  
• Acknowledgement relief charge nurses are not supervisors and are part of the union  
• Permanent charge nurse restrictions to ensure that do not take a full patient assignment or serve as a replacement for bargaining unit nurses |