



2015 BAH/ONA  
NON-ECONOMIC  
PROPOSAL SUMMARY HIGHLIGHTS

OREGON NURSES ASSOCIATION PROPOSALS

ARTICLE 2 – EMPLOYMENT DEFINITIONS

Section 4. Per Diem. ... Per Diem nurses are entitled to sick time accrual.

Section 6. Gray Matters Program.

b.f. **Benefits:** Grey Matters nurses shall be eligible for sick time.

ARTICLE 4 – PROFESSIONAL NURSING CARE COMMITTEES

Section 1 Professional Nurse Care Committee (PNCC):

a. Recognition. The Association may establish and the Hospital will recognize a Professional Nursing Care Committee (PNCC) composed of bargaining unit members who are members of the Association. The PNCC shall be composed of up to ten (10) nurses employed by the Hospital and covered by this Agreement. Nurses shall elect PNCC members annually as outlined in the ONA Bay Area Hospital Bylaws, with members serving two-year terms. The Hospital shall provide three hundred (300) paid hours per fiscal year for PNCC members to attend to PNCC responsibilities described herein. The release hours shall be paid at each nurse’s straight time rate, distributed as submitted by the Committee.

Section 2b. Function. It shall be the function and duty of the Professional Nursing Care Committee (PNCC) to:

a) ~~r~~Review, study and make recommendations ~~through to~~ the Chief Patient Care Services Officer (CPCSO) ~~to and/or~~ the Hospital Administration ~~and/or~~ Medical Staff concerning rules, practices and policies relating to the practice of nursing and nursing administration for the purpose of improving nursing care and Hospital efficiency;

b) ~~-~~Serve an advisory function for all appointments of bargaining unit staff nurses to all nursing councils and committees, standing or ad hoc that relate to nursing service or direct patient care. The Hospital shall maintain a current list of councils and committees, including the names, titles and classifications of the members and provide access by the Association to the list upon request. The chairs of these councils/committees shall notify the PNCC of all direct care RN vacancies. The PNCC will establish a list of RN candidates from the bargaining unit, from which the Employer may make appointments to new committees or to

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fill vacancies on existing committees unless such committee appointments are otherwise required in this Agreement or by law. There shall be one designated PNCC member that shall serve as a liaison to the Staffing Committee.

c) Monitor the distribution of staff development funds as described in Article 5 in collaboration with the Hospital. The PNCC shall act to resolve any conflict regarding appropriateness of expenditures from these funds and use of release time that cannot otherwise be resolved between the nurse and the manager. The PNCC is also responsible for maintaining and updating the national certification list, to inform staff of eligible certifications and to make recommendations to amend this list to the Hospital.

d) Perform other functions outlined in this Agreement and as mutually agreed between the Association and the Hospital.

Section 3.c. Disposition of Recommendations. All written recommendations submitted by the Committee to the nursing administration shall be referred to appropriate committees or Chief Human Resources Officer or designee. ~~and a~~ A deliberative detailed written response or report ~~should~~ shall be made to the Committee by the nursing administration concerning the action taken on ~~such~~ each recommendation or suggestion or describing the procedure being used to consider and ~~dispose~~ implement of such recommendation or suggestion, ~~or the rationale for not adopting the recommendation.~~ ~~and s~~ Such report shall be made to the Committee within ~~not more than~~ thirty (30) calendar days from the delivery of the written recommendation. The Hospital and PNCC shall cooperate to assure that written recommendations, responses and PNCC minutes are made available to all bargaining unit nurses within thirty (30) days of their approval or delivery.

Section 4.d. Joint Meetings. The Committee ~~and~~ may invite the CPCSO or designee to all or a portion of their ~~may schedule~~ regular meetings each month or the CPCSO may request a special meetings to be attended by both Committee members and members of the Hospital Administration and/or appropriate members of medical staff for the purpose of discussing mutual problems relating to patient care or nursing administration.

The Hospital will compensate each bargaining unit member of the PNCC the straight time hourly wage for each hour spent in joint meeting with Hospital management under this section which shall be included in the funding noted in Section \_\_\_ above. Each PNCC member shall be from a different unit in the Hospital. ~~shall be eligible to have one representative on the PNCC committee. Other representatives may be added upon written approval of management.~~

Section 2. Hospital Nurse Staffing Committee (HNSC)

The Hospital and nurses shall act in compliance with SB 469, and any OARS related to nurse staffing, including but not limited to:

The Hospital shall post Oregon's staffing law and instructions on how to report a violation on each hospital unit in an area visible to the public. The Hospital recognizes that the HNSC has the authority and shall develop staffing plans for all patient care units within the hospital. The staffing plan shall be developed, monitored, evaluated, and modified only by the staffing committee, with input from direct care staff. All changes, trials, or restructuring of units or staffing that affect direct patient care and/or patient care units shall be reviewed and voted on by the HNSC prior to any implementation. The Hospital recognizes that all decisions of the staffing committee are final, and must be implemented and honored, with exception to emergencies, as defined by SB 469 and related OARS. If a decision by the HNSC cannot be reached the Hospital agrees to abide by the impasse process outlined by statute. The staffing plan shall consider admissions, discharges, transfers, breaks, and any additional non-direct care required tasks. The HNSC shall meet a minimum of quarterly, or within 7 days at the call of either co-chair, to review overtime usage, missed meals/breaks, SRDF's, and any relevant staffing issues. The HNSC shall produce a report, at least annually, and as appropriate, noting patient outcomes, reports of inadequate staffing, staffing complaints, staff overtime, hours per patient day, deviations from staffing plan, and other factors determined by the HNSC. The Hospital agrees to provide the HNSC necessary facility and patient data to conduct reviews and annual reports. The Hospital shall provide relief so that members of the HNSC may be released of duties to attend HNSC meetings.

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**ARTICLE 5 – PROFESSIONAL DEVELOPMENT**

Section 2. In-Service (Mandatory) Training: ... If the training session is not listed as mandatory the nurse is not under any obligation to attend.

Section 3. Education (Non-mandatory): ... Education leave is intended to allow the nurse to participate in these various opportunities without losing pay. Education leave hours are not included in the calculation of overtime, ~~PTO accrual~~ or ESL accrual.

Non-mandatory education must be requested at least one week in advance unless pre-payment is being requested, in which case the request shall be three (3) weeks in advance. Requests shall be ~~and~~ approved or denied in a timely fashion based solely on the criteria set forth in this Section by the Nurse Manager and CPCSO. A nurse may elect to use education funds as wages for education hours when a day of work is missed due to the educational event. The hours must be claimed during the same pay period that the activity occurs, and will not be paid retroactively. Hours will be

paid at the nurse's regular rate of pay, as taxable income. These hours will never be paid as overtime., and will not count toward PTO accrual....

Section 4. Meetings: Meetings are time spent on a voluntary basis doing committee work and are paid for actual time attended, unless otherwise specified herein. Meeting time is not included in the calculation of overtime, but it does accrue PTO, sick leave and ESL hours. Examples of meetings include Benefits Committee, PNCC, Labor Management Committee, Charge Nurse Retreat, and non-mandatory unit meetings.

## ARTICLE 6 – HOURS OF WORK

Section 1. Work Day/Payroll Period/Breaks. ... Nurses who request or consent to a change in shift in order to work for another nurse shall not receive overtime pay which would result solely from such change-in-shift substitution. Nurses may be afforded the opportunity to work flexible hours by mutual written consent between the nurse and the nurse manager. Such written agreements shall be copied to the Association by the Hospital prior to implementation. Nurses may not be required to work beyond their agreed-upon, pre-arranged shift.

### Section 2. Overtime.

a. Eight (8) Hour Shifts. Nurses who have been awarded working an eight-hour shifts position shall receive time and one-half for all work in excess of eight (8) hours in a day or eighty (80) hours in a fourteen (14) day period. Nurses scheduled for an eight (8) hour shift shall be paid at the rate of one and one-half (1-1/2) the straight-time hourly rate, including shift differential, if applicable, for all hours of work performed in excess of eight (8) hours within a payroll day. Nurses on an eight (8) hour shift shall be paid at the rate of two (2) times the straight-time hourly rate, including shift differential if applicable, for all hours of work performed in excess of twelve (12) hours in any payroll day.

b. Ten (10) Hour Shifts. Nurses who have been awarded a ten (10) hour shift position By mutual agreement between the individual employee and management, employees may work alternative shifts that consist of ten (10) hours. When such alternative shifts are assigned, the affected nurses will work under a seven (7) day, forty (40) hour payroll period. Nurses scheduled for a ten (10) hour shift schedule shall be paid at the rate of one and one-half (1-1/2) the straight-time hourly rate, including shift differential, if applicable, for all hours of work performed in excess of ten (10) hours in any one payroll day and all hours worked in excess of forty (40) straight-time hours within the seven (7) day payroll period. Nurses scheduled for a ten

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(10) hour shift ~~schedule~~ shall be paid at the rate of two (2) times the straight-time hourly rate, including shift differential, if applicable, for all hours of work performed in excess of fourteen (14) hours in any one payroll day.

~~Section 3-c. Twelve Hour Shifts Workday Option Hours of Work. The workday shall consist of a twenty-four (24) hour period which shall commence at the beginning of the nurses' regular shift. An alternative shift shall consist of twelve (12) hours. The affected n~~Nurses who have been awarded a twelve (12) hour position will work under a seven (7) day, forty (40) hour workweek, rather than the fourteen (14) day, eighty (80) hour workweek. Nurses working in designated units working under a twelve (12) hour scheduled shift will receive time and one-half (1/1-2) for all hours worked over twelve (12) hours in a day ~~or~~ and, if regularly scheduled twelve hour shifts, in excess of thirty-six (36) hours in a workweek. The nurse scheduled a twelve (12) hour shift shall be paid ~~and~~ two times the nurses' regular pay for all overtime hours beyond sixteen (16) hours in a workday. Overtime pay shall include shift differential specified. Nurses who work a twelve (12) hour shift shall work such time consecutively except for one (1) scheduled meal period of not less than one-half (1/2) hour and a fifteen (15) minute rest period which may be taken during or after the conclusion of each four (4) hours of work.

Section 4. Work Schedules. ...

In creating the work schedule the parties mutually recognize the desirability of maintaining a set pattern of weekend and mid-week scheduled shift work patterns. The hospital therefore agrees (1) to minimize unrequested schedule pattern adjustments whenever possible and (2) if adjustments are to be made to a nurse who has been working a regular schedule pattern, the nurse will be consulted prior to finalizing the posted work schedule so that an attempt to accommodate preferences and scheduling conflicts can be made. This requirement shall not apply to adjustments to schedules that fall within a holiday week. Schedule pattern adjustments and set days off may be requested by the nurse to accommodate non-work related obligations. The hospital will attempt to accommodate these requests whenever possible.

Section 5. Weekend Work. Full time and part-time registered nurses shall be scheduled to receive every other weekend off (including standby) except as otherwise provided in this Article. ...

Section 8. Partial Shift/Unscheduled Shift. Nurses who ~~are directed to~~ work only a portion of ~~the~~ any straight time shift shall be paid one hour in excess of actual time worked. ~~Partial shifts include mandatory late starts and mandatory call offs during a shift. Partial shifts will be offered to volunteers first.~~

...

Section 10. Guarantee of time off and No Guarantee of Hours. ...

Notwithstanding the above, the Hospital shall provide a nurse a minimum of ten (10) consecutive hours off when twelve (12) hours are worked in a twenty-four (24) hour period, unless voluntarily waived in writing by the nurse.

**ARTICLE 9 – SCHEDULE OF PAID TIME OFF AND SICK TIME**

Section 1. PTO. .... PTO compensates full and part-time employees at their straight-time hourly rate of pay including shift differentials, if applicable, when they are absent from work for such purposes as vacation, illness, holidays, religious observances, preventative health and dental care, and other excused absences.

...

Section 3. Eligibility for PTO. Nurses who are “non-benefit eligible” are entitled to sick time as specified under Section 19 of this Article.

...

Section 5. Accrual and Derivation of Rates. [delete old rates]

~~Effective January 1, 2012 the~~ The following schedule of paid time off will apply to all nurses in the bargaining unit:

The accrual rates for Paid Time Off shall be as follows. (Examples are for eight (8) hour shift nurses): [unchanged rates]

Section 7. PTO Use. ... Notwithstanding any other provision of this Article PTO shall be utilized consistent with all statutes pertaining to Workers Compensation, FMLA, OFLA and SB 454.

Section 8. Requests for PTO.

- a. Vacation PTO PTO utilized for vacation, ... Nurses may request, and take, up to 21 consecutive vacation days off. Any request for vacation days in excess of 21 days may be granted in an equitable manner by mutual agreement of the nurse and the supervisor when hospital staffing and unit needs allow for such leave to occur. Peak vacation time shall be defined as the months of June through September, and Spring break as determined by Coos County School System. Requests off during peak vacation time shall be submitted from January 1<sup>st</sup> through March 31<sup>st</sup> for the year in which the peak vacation is to occur. Peak vacation requests must be approved or denied in writing by May 1<sup>st</sup>. Approval will be based upon the Hospital's determination of its staffing needs, with first consideration given to the needs of particular nursing units.

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Nurses shall be granted vacation PTO requests based on seniority; ...

Sick PTO When time off is requested without prior approval due to an emergency or illness, consistent with SB 454 a specific reason for the request is to be given. Health information of a nurse related to sick time is confidential and may not be released without the permission of the nurse.~~and~~In all cases accrued PTO must be used. Such mandatory utilization of PTO shall be limited to a maximum of eight (8) days per calendar year ~~Consistent with SB 454,~~ ~~the~~ employee requiring time off without prior approval must call in as soon as practicable, with a goal of two (2) hours' notification before the start of the assigned shift. If the employee does not have approval for each day of absence, it ~~shall be considered an unpaid~~ will be paid, however, ; unexcused absence. ~~Such absences can become cause for disciplinary action if the nurse's absence was unexcused and the nurse was not sick.~~ The Hospital may request a ~~doctor's certificate~~ health care provider verification or certification of illness-sick time request defined in SB 454 if time requested off is more than three consecutive scheduled work days. The Hospital shall pay any reasonable costs for providing medical verification or certification required, including lost wages, that are not paid under the nurse's health benefit plan. If the Hospital suspects a nurse is abusing sick time, including engaging in a pattern of abuse, the Hospital may ~~and/or~~ require verification from a health care provider, including being ~~the employee to be~~ seen by the Hospital's Employee Health Coordinator. ~~if the amount of time off due to illness is deemed excessive by the Hospital.~~ The Hospital may not require the nurse to search for or find a replacement worker as a condition of the nurse's use of accrued PTO for sick time. The Hospital may not institute or maintain an absence control policy that includes sick PTO absences that may lead to or result in an adverse employment action against a nurse.

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...  
Section 19. Sick Leave. Beginning January 1, 2016 bargaining unit nurses who are not full or part-time benefit eligible shall accrue and be eligible to utilize sick leave time consistent with SB 454.

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- a. Accrual Such nurses shall accrue sick leave at a rate of one (1) hour for each thirty (30) hours worked. Accrual shall be on an anniversary year basis and shall accrue up to forty (40) hours per year. The nurse may carry over unused sick time from year to year, or may cash out unused sick leave at the end of the year in which the sick time is accrued.

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a-b. Utilization Such nurses may use sick time as specified for the use of PTO in Section 7 of this Article, although they may not utilize it to supplement low census assignment. Such nurses may utilize accrued sick time on any scheduled day of work for themselves or a family member per the statute, as well as when the nurse or family member is determined by a health care provider that the presence of the nurse in the community would jeopardize the health of others. Sick leave bank reinstatement if re-employed within 190 days will be reinstated.

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**ARTICLE 12-WAGES**  
**[PENDING]**

**ARTICLE 14 – DISCIPLINE AND DISCHARGE**

Section 5. Employee Locator Systems. Nurses shall not be disciplined based solely upon data from the call light locator system or other employee locator tracking system. Data resulting from random audits associated with a locator tracking system may not be utilized for the purpose of disciplinary action.

**ARTICLE 16 – GENERAL PROVISIONS**

...

Section 2. Existing Conditions. No nurse shall receive a reduction in pay or fringe benefits (including meal charges and pharmacy privileges) by reason of the negotiation and adoption of this Agreement. The terms of this Agreement supersede any individual agreements between a nurse and the hospital unless otherwise specifically provided for herein.

**ARTICLE 17 – SENIORITY**

...

Section XX. Training Opportunities. Training opportunities that are not intended to result in a position award and are outside an assigned nursing unit/department will be offered by the manager in an email to PCS RN, with a copy sent to the ONA representative outlining the training opportunity available and the timeline to express interest. Ability, qualifications and experience will be objectively considered in selection among the nurses expressing an interest. All training opportunities will be equitably offered whether the opportunity is within or outside of an assigned nursing unit/department. In-unit opportunities shall be communicated to all nurses on an assigned nursing unit/department.

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Section 6. Low Census Procedure. ...

Low census call offs may occur for a portion of a scheduled shift ~~(including a decision to delay the start time of a previously scheduled nurse)~~ or for the entire scheduled shift. If a nurse is directed to work a portion of the nurse's shift the revised shift-length shall be no less than one-half of the originally scheduled shift. ...

Section 7. Floating Procedures.

...

The parties agree and understand that the policy at Bay Area Hospital is that all nursing staff may be required to float to units other than their regularly assigned locations, excluding specialty units (including but not limited to: FBC, ICU, Cardiac Cath Lab, Cardiac Pre/Post, ED, Operating Room, PACU, Short Stay, OPI). In the event that staffing is such that safe patient care may be affected, nurses may be required to provide supplemental nursing care on any unit where the need arises, without specific unit orientation. Such a nurse shall not be required to take a primary patient care assignment, but shall be expected to perform the functions identified in a list of supplemental assist functions, provided further that the nurse may refuse any specific component of such an assignment that the nurse, in his or her professional judgment, does not assess is appropriate. In such a case alternate nursing care duties will be assigned in the unit. This right of first refusal shall be limited to units where the nurse has not completed full orientation. All such assignment of nursing care shall be consistent with licensure requirements for registered professional nurses in Oregon. Floating of nurses from specialty units shall occur in accordance with all other provisions of this section. ....

Nurses shall receive float assignments commensurate with their skills, competencies and the patient populations to which they have been oriented. Among nurses on a unit who are competent to perform a float assignment, volunteers shall be first, followed by agency, traveler and temporary nurses, then float pool nurses, and then by the system outlined in the above sections. At a minimum, nurses assigned to float and assume a primary patient care assignment will have previously received standard orientation to the unit. If a nurse at any time during the float assignment process determines in his or her professional judgment that the nurse does not have the skills or experience required for the assignment, the nurse's judgment will be respected. In that situation, another nurse who has received sufficient orientation may be floated, or the assignment shall be modified.

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~~The language of Section 7, above does not apply to resource nurses.~~