COLLECTIVE BARGAINING AGREEMENT

between

OREGON NURSES ASSOCIATION

&

MERCY MEDICAL CENTER

2007 through June 30, 2010
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COLLECTIVE BARGAINING AGREEMENT
This Agreement is made and entered into by and between MERCY MEDICAL CENTER, hereinafter referred to as the “Medical Center,” and the OREGON NURSES ASSOCIATION, INC., hereinafter referred to as the “Association” or the “Union.”

WITNESSETH

The intention of this Agreement is to formalize a harmonious working relationship between Mercy Medical Center and the Association which balances equity and justice with respect to conditions of employment and the efficient administration of the Medical Center, to the end that the dedicated common objective of superior patient care may be consistently maintained.

For and in consideration of the mutual covenants and undertakings herein contained, the Medical Center and the Association agree as follows:

ARTICLE 1 – RECOGNITION AND MEMBERSHIP

1.1 Bargaining Unit. The Medical Center recognizes the Association as the collective bargaining representative with respect to all full-time, part-time and casual part-time Registered Nurses, including charge nurses, employed by the Medical Center but excluding all other employees, confidential employees, and guards and supervisors as defined in the Act. The Medical Center agrees not to assign supervisory duties to a nurse on a regular or substantial basis if it would have the effect of removing that individual from the bargaining unit.

1.2 Notice of Union Representation and Collectively Bargained Obligations. The Medical Center will notify and explain to all prospective employees their obligations under this Agreement. Upon hire, the Medical Center will have the employee read and sign a statement where the employee acknowledges that he/she has been told and understands his/her obligations under this Agreement. The signed statement shall be kept in the employee’s personnel file. Upon written request a copy shall be forwarded to the ONA Tualatin office.

1.3 Designated Representatives. The Association and the Medical Center recognize that each of them can only operate through their designated representatives and therefore the Association and the Medical Center agree to negotiate with the other only through its negotiating agent or agents or designated representative(s), as identified by the Association or the Medical Center to act on its behalf.

1.4 Membership. It is not an obligation of nurses to join the Association, although nurses may be required as a condition of employment to pay a fee for services to the Association as set forth in this section.

1.4.1 Newly employed nurses. All Registered Nurses hired after the effective date of this Agreement shall have the option of becoming Association members as follows. Registered Nurses shall have thirty (30) calendar days in which to deliver by certified mail written notice to the Association of their intention not to join. Notice must be postmarked within the thirty (30) day period to be effective. A copy of the notice shall be given to the Medical Center. Nurses electing not to join shall not be required by this Agreement to contribute to the Association.
Nurses, who do not notify the Association of their intent not to join as set forth above, shall be required to do one of the following within ten (10) calendar days of the completion of the first thirty (30) days of employment:

1) Join the Association, or
2) Pay to the Association the designated fair share of the cost of contract negotiations and administration.

Any nurse who, for philosophical reasons does not desire to become a member of the Association, shall pay an agency fee, as determined by the Association, as a condition of employment.

1.4.2 Currently employed members. Currently employed nurses who are members of the Association, or are paying to the Association an amount equivalent to Association dues, will be required, as a condition of employment, to maintain membership in the Association or make payment in lieu of dues to the Association.

1.4.3 Currently employed non-members. Currently employed nurses who are neither members of the Association nor making payment in lieu of dues must declare in writing to the Association and the Medical Center the nurse’s preference for membership, fair share, or no fee contribution status to be received within ten (10) calendar days from ratification of this Agreement. If the nurse does not complete and deliver written notice of the nurse’s choice within this time period, the nurse, as a condition of employment, will be deemed to have elected to pay and be obligated to the Association to pay the payment in lieu of dues specified above. Such nurses who deliver notice of preference for no fee contribution shall not be required to join the Association or pay to the Association any amount equivalent to Association dues. In the event such a nurse elects to become a member of the Association or to pay to the Association an amount equivalent to Association dues, the nurse will be required as a condition of employment to maintain membership in the Association or make payment in lieu of dues to the Association.

1.4.4 Remedy for non-payment. Consistent with this section, the Medical Center will discharge an employee who fails to become and remain an Association member, fair share payer or establish that he/she is a bona-fide religious objector, including making the required payments to a charity. The Medical Center will terminate an employee after receiving written notice from the Association that the employee is delinquent, so long as such discharge is lawful. The Medical Center will terminate the employee no later than seven days after receiving the written notice from the Association.

1.4.5 Payments to Charity of Bona-Fide Religious Objectors. Individuals certified by the Association as bona-fide religious objectors must pay an amount of money equivalent to regular monthly Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Association. The bona-fide religious objector will make the payments to the charity within fifteen (15) calendar days of the time a bargaining unit employee would have been obligated to pay membership dues or fair share amounts to the Association. The bona-fide religious objector is responsible for providing the Association proof that he/she timely made the charitable donations.
1.4.6 **Changed Status.** A bargaining unit employee must notify the Association in writing of a desire to change his/her membership status. He/she must mail such requests to the Association to the attention of the membership coordinator at:

Oregon Nurses Association  
18765 SW Boones Ferry Road, Suite 200  
Tualatin, Oregon 97062  
ATTN: Membership Coordinator

If the bargaining unit employee has elected payroll deduction, the Association will promptly mail a copy of the notification for membership status to the Medical Center. Upon receipt, the Medical Center will begin deducting the amount that reflects the bargaining unit employee’s changed membership status.

1.4.7 **Payroll Deduction for Members and Fair Share Amounts.** Bargaining unit employees may request the Medical Center to deduct Association dues or the fair share amount from their pay. Such requests will be in writing. The Medical Center will then remit such dues to the Association consistent with this Article, on a monthly basis, providing the Association an itemized list of the payments. Bargaining unit employees may also pay the Association directly, in a manner provided by the Association.

1.4.8 **Medical Center Indemnification.** The Association will indemnify and hold the Medical Center harmless for any and all claims, charges, suits or damages that may arise against the Medical Center as a result of the Medical Center taking action pursuant to this section.

**ARTICLE 2 – ASSOCIATION REPRESENTATIVE**

2.1 **Access to Premises.** Duly authorized representatives of the Association, upon reasonable and proper introduction, shall be permitted at all reasonable times to enter the facilities operated by the Medical Center wherein members of the bargaining unit are employed for purposes of transacting Association business and observing conditions under which nurses are employed. Transaction of Association business shall not interfere with the work of employees or be conducted in the presence of patients or visitors. Upon arrival, Association representatives must follow existing Medical Center practices regarding security check-in for the public and the wearing of identification visitor badges while on Medical Center premises.

2.2 **Bulletin Boards.** The Medical Center shall provide space for posting of Association notices and newsletters on a bulletin board that is readily accessible and visible to nurses designated by the nursing supervisor in the following nursing units: ER, FBP, 3rd floor, 2nd floor, BHU, HH/H, PCU/ICU, OR and Inpatient Rehabilitation. This space shall be for the exclusive use by the Association and shall be as reasonably agreed by the parties. The Medical Center shall also provide a similar, but locked Association posting space in the cafeteria and administration hallway. The notices shall be restricted to the following types:

a. Notices of professional and social affairs;
b. Notices of elections, appointments, and results of elections; and

c. Notices of meetings.

Copies of any other materials for posting must be approved by the Vice President of Human Resources or designee prior to its posting, in a timely fashion utilizing the same criteria that is applied to all other non-union postings.
2.3 **Bargaining Unit Meetings.** The Association may hold meetings in the Medical Center for purposes of professional development when offered in coordination with the Medical Center’s Staff Development Department, contract negotiations and contract administration by scheduling such meetings with the Medical Center Administrator or his/her designee. Meetings organized by the Medical Center for the business of the Medical Center shall have priority for the use of meeting facilities at the time of the scheduling of the room by an Association representative, but may be displaced either (1) more than ten (10) days prior to the scheduled meeting or (2) under the same terms as meetings may otherwise be bumped at the Medical Center for unanticipated high priority meetings that cannot otherwise be accommodated.

2.4 **Orientation of Newly Hired Nurses.** During the orientation of newly hired nurses, the Medical Center shall provide an Association representative with a 30-minute period scheduled approximately midway through the orientation day, not adjacent to the lunch period, to discuss the Association. This period will not be paid time for the newly hired nurses, and shall be on the Association representative’s own time. The Medical Center will provide a schedule of orientation, including the names and contact information of the newly hired nurses, to the Association for the purposes of scheduling an Association representative.

2.4.1 The Medical Center will distribute to newly employed nurses a copy of this Agreement as supplied to them by the Association.

2.5 **Rosters.** The Medical Center will provide the Association with (1) a quarterly annual list of nurses showing name, address, original date of hire, Medical Center date of hire, seniority date, job classification, RN license number, date of birth, telephone number (unless unlisted), unit, and shift; (2) a monthly list of newly hired nurses with the same information and (3) a list of nurses who have terminated in the prior month. Forwarded lists to the Association shall be supplied by the Medical Center by hard and electronic copy.

2.6 **Communications Box.** The Association will provide a locked communications box in the cafeteria for the exclusive use of the Association.

2.7 **Printing and Distribution of Agreement.** The Medical Center and the Association shall equally share expenses for the printing of an adequate supply of copies of this Agreement. The Medical Center will make available a suitable number of copies of the Agreement on each nursing unit following the Association’s delivery of the printed copies to the Medical Center.

2.8 **Representative Time Off.** The Medical Center shall make a good faith effort to grant requested time off, or to make an adjustment of work schedule pattern or trades within the affected work week(s) to accommodate the request, for all bargaining unit elected/appointed Association members to attend local Negotiating Committee, State and National (ANA, UAN) Association meetings and conventions that are required of them to fulfill the obligations of their position. The nurse must give reasonable advance notice of any such request to the Medical Center. Negotiation schedules and other such meetings will ordinarily be set sufficiently far in advance to enable nurses to adjust their work schedules. If work schedules cannot be adjusted, nurses shall be required to utilize earned leave plan (ELP) for State, National Association (ANA, UAN) Association meetings and conventions. Nurses may access educational days and funds for state and national Association meetings, when appropriately approved.

**ARTICLE 3 – EMPLOYEE DEFINITIONS**

3.1 **Nurse.** A registered professional nurse covered by this Agreement who is currently licensed to perform professional nursing in Oregon.
3.2 **Charge Nurse.** A nurse who (1) has been selected to fill a Charge Nurse vacancy in accordance with Article 12, or (2) performs the duties of a charge nurse on an intermittent basis for a shift, known as a “Relief Charge”.

3.3 **Probationary Nurse.** A newly hired nurse shall be on probationary status from date of hire through the first six calendar months of employment. In addition, however, in atypical situations the probationary period of a nurse evaluated as less than satisfactory may be extended by mutual agreement between the Medical Center and the Association for up to sixty (60) calendar days. A probationary nurse shall receive an informal written evaluation at approximately the completion of the first three (3) months of the probationary period.

3.4 **Trial Transfer Period.** A nurse who transfers from one unit to another shall be on a thirty (30) day trial period from date of transfer. If, during such trial period, based on performance the Medical Center or the nurse determines that the nurse should not be continued in the new position, the nurse shall be returned to his/her former position (if available), or placed in a float pool position consisting of the same shift and number of hours he/she held immediately prior to the transfer, if available. If not available, the nurse may be placed in any available float pool position at the new position benefit level for the first thirty (30) days. If no float pool position is available the nurse shall receive the new position benefit level for the first thirty (30) days provided he or she is available to work in a casual part time status equivalent hours to his or her prior position. Thereafter the nurse may transition to casual part time status.

3.5 **Full-Time Nurse.** A nurse regularly scheduled in an established position of at least thirty-six (36) hours per week or seventy-two (72) hours within a pay period.

3.6 **Part-Time Nurse.** A nurse regularly scheduled in an established position of at least twenty-four (24) hours per week or forty-eight (48) hours within a pay period, but less than full-time.

3.7 **Casual Part Time.** A nurse hired to provide coverage pursuant to BidShift procedures, with no guarantee of any minimum or maximum hours. A casual part time nurse must fulfill the minimum requirements to maintain employment status: Work one regular length shift every ninety (90) days. In order to be eligible for BidShift incentives, the casual part time nurse must meet the following requirement: (1) in each four (4) week schedule period, work at least thirty two (32) hours and one (1) weekend, and (2) in each year work one (1) major holiday and one (1) minor holiday as described in Article 8.17 and one “Hallmark” holiday (Halloween, Spring Break, Winter Break, Mother’s Day or Father’s Day).

   3.7.1 A Casual Part Time home health nurse must be available to work one holiday per year and participate on weekend call rotation once every eight (8) weeks. Low census days shall be counted as days worked for purposes of this section.

   3.7.2 Casual Part Time nurses shall be assigned to home units. Nurses may be permitted, but shall not be required, to work outside of their assigned unit.

   3.7.3 Casual Part Time nurses shall be paid in accordance with the wage rates set forth in Appendix A. In addition, these nurses shall receive a premium in lieu of the benefits contained in Articles 10 and 13 of fifteen percent (15%) of their straight hourly rate.

   3.7.4 When a nurse transfers from Full or Part Time status to Casual Part Time status, all of the nurse’s earned leave plan shall be cashed out as soon as practicable. Banked EIA shall be frozen for future use should the nurse return to a benefited position.
3.8 **Temporary Nurse.** A nurse employed for a specified limited duration. Anyone who works under temporary status a longer period of time may be eligible to be reclassified as a regular employee subject to the job bidding provisions of Article 12. Date of hire shall be considered that date the employee was first hired as a temporary nurse. Any applicable benefits shall begin accrual on the date the nurse was reclassified, however, the time spent as a temporary nurse shall count towards years of service for benefit accrual and seniority.

3.9 **Float Pool Position.** A regularly scheduled and benefited nursing position posted and awarded as specified in Article 12.4.1. A nurse awarded a float pool position shall be expected to orient, maintain competencies/requirements, and float to up to three (3) designated nursing units, and units having substantially similar orientation (Medical/CDU and all units within BHU) shall count as one unit for purposes of this section. A nurse shall be required to have two (2) years experience to participate in the float pool. The float pool nurse shall be assigned a base shift. Float pool nurses shall not be assigned to serve as a charge nurse. The float pool supervisor shall designate the unit meetings to be attended by each individual float pool nurse.

3.10 **Regular Rate of Pay.** The nurse’s applicable Appendix A rate of pay plus any or all of the following applicable differentials or premiums: On-call, stand-by, evening shift differential, night shift differential, weekend differential, charge nurse differential, relief charge nurse differential, casual part time differential, flex differential, float pool differential, STAT-10 differential, certification differentials, RN Advancement Program (RAP) differentials, sexual assault pay, transport pay, advanced education pay, and preceptor pay. Should the Medical Center implement a new premium or differential of a similar characteristic, it shall be included in the definition of regular rate of pay.

3.11 **On-Call.** When a nurse has been scheduled or placed in an “on-call” status. If more than two (2) nurses on a nursing unit on a shift are reduced due to a low census, all nurses beyond the first two (2) shall have the option of being off or being placed on call. Those nurses on call may be pre-scheduled or be assigned as a result of low census. Such a nurse will remain available to report to work on short notice if called by the Medical Center.

3.12 **Stat 10 Call.** When a nurse has been voluntarily scheduled for an extra premium pay shift designated by the Medical Center as a Stat 10 shift.

3.13 **Call-In/Call Back.** When a nurse is requested and subsequently reports to work from an on-call status.

3.14 **Vice President of Human Resources.** As used in this Agreement, the terms “Vice President of Human Resources” or Vice President of People,” or other similar terms, shall mean the most senior management representative with authority over the human resources or personnel matters, as may be designated from time to time by the Medical Center.

3.15 **Vice President of Nursing.** As used in this Agreement, the terms “Vice President of Nursing” or “Chief Nursing Officer,” or other similar such terms, shall mean the most senior management representative with supervisory authority over nurses covered by this Agreement, as may be designated from time to time by the Medical Center.

**ARTICLE 4 – EQUALITY OF EMPLOYMENT OPPORTUNITY**

4.1 **Nondiscrimination.** The Medical Center and the Association agree to abide by all applicable local and state and federal laws with respect to age, sex, race, creed, color, disability, sexual orientation, and national origin in the hiring, placement, salary determination, or other
terms or conditions of employment for nurses employed or to become employed in job classifications covered by this Agreement.

4.2 Compliance with ADA. The Medical Center and the Association further agree that the Medical Center and the Association shall be permitted to take any and all actions necessary to comply with the Americans with Disabilities Act (ADA) and to avoid liability under the provisions of said Act. If such actions necessitate actions inconsistent with any provision of this Agreement, then the parties agree to bargain with regard to the effect of such action on other bargaining unit employees, but in no event shall actions undertaken by the Medical Center or the Association reasonably believed necessary to comply with the ADA or similar statutes or obligations lead to additional financial or equitable liability on the part of the Medical Center or the Association, either as a result of a grievance under this Agreement or otherwise.

4.3 Association Membership and Activities. The Medical Center and the Association agree to abide by all applicable local, state and federal laws with respect to eligibility for membership and participation in the Association for nurses employed or to become employed in job classifications covered by this Agreement. The parties further agree that there shall be no discrimination by either party against any nurse on account of membership or non-membership or lawful activity in respect to the Association.

ARTICLE 5 – MANAGEMENT RIGHTS

5.1 Management Rights. Except as modified by express provisions of this Agreement or otherwise provided by law, the Medical Center retains all rights of management to operate and manage the Medical Center and to operate the work force. These rights of management shall include, but not be limited to, the right to require standards of performance and to maintain order and efficiency; to direct nurses; to schedule staff to perform work; to determine materials and equipment to be used; to determine methods and means by which operations are to be conducted; to determine staffing requirements; to extend, limit, curtail or subcontract all or any part of its operations; to establish new jobs, or eliminate or modify existing job classifications; to hire, promote, assign and retain nurses; to lay off nurses and to relieve nurses from duty because of lack of work; to recall nurses; to establish and modify employee benefits; and to promulgate rules, regulations and personnel policies.

5.2 Medical Center Policies. The Medical Center shall retain its right to modify its personnel policies. Such policies as are currently in writing shall be made readily available to bargaining unit nurses and upon written request to the Association. All new or revised policies shall be noticed to the Association at least ten days prior to their implementation for comment and discussion. The Medical Center shall, upon demand by the Association, bargain the impact of any changes to said policies (either to agreement or to impasse, after which such changes may be implemented) during the term of this Agreement, provided the bargaining be concluded in good faith within the appropriate time frame.

5.3 Continuation of Agreement. This Article 5, and all other provisions of this Agreement, shall fully survive any expiration of this Agreement, so long as the parties remain in good faith bargaining for a successor agreement until either party declares impasse.

ARTICLE 6 – EMPLOYMENT STATUS

6.1 Discipline and Discharge. The Medical Center shall have the right to discipline, suspend, or discharge a nurse for just cause.
6.1.1 **Discipline.** The Medical Center shall adhere to disciplinary policies consistent with just cause. Discipline shall typically be limited to one or more of the following: level one verbal warning, level two written warning, final written warning, suspension pending investigation or discharge.

A Performance Improvement Plan, which shall be considered part of discipline if compliance is required, may be included as part of disciplinary action. If mandatory, this action is typically administered in conjunction with a final written warning, which shall have a predetermined performance improvement period not to exceed ninety (90) calendar days. At the end of the performance improvement period, the employee shall be returned to regular employee status, or shall be subject to further discipline or termination.

6.1.2 **Disciplinary documentation.** All disciplinary actions shall be recorded in writing and signed by the nurse to acknowledge receipt. The written document shall be placed in the employee’s personnel file and a copy of the document shall be provided to the nurse receiving such discipline at the time it is administered. Any and all corrective actions or directives set forth in corrective action notices shall be, unless otherwise specifically designated, considered mandatory. Verbal feedback and counseling do not have to be documented in writing.

6.1.3 **Suspensions pending investigation.** A suspension pending investigation may be without pay until the investigation is complete and a determination of the appropriate discipline is made and communicated to the nurse and the Association. After seven (7) days, upon inquiry from the nurse or the Association to the Vice President HR (People) or designee, the Medical Center will regularly report on the status of the investigation. Once the investigation is complete appropriate discipline, if warranted, will be administered, which may include initial lost pay. Withheld pay, if any, shall be considered part of the final discipline if suspension without pay is warranted otherwise the nurse shall be paid for time loss.

6.1.4 **Reports to OSBN.** The Medical Center shall notify the affected nurse in a timely fashion when it has reported a bargaining unit nurse to the Oregon State Board of Nursing in connection with any disciplinary action.

6.1.5 **Meetings.** The parties agree that it is preferred that investigatory and disciplinary meetings shall occur at the end of a nurse’s scheduled shift, or on a mutually agreed day off from work.

6.1.6 **Due Process.** In the event the Medical Center or the nurse believes that a nurse may be subject to discipline and/or determines that an investigatory interview will take place, the following procedural due process shall be followed to the extent reasonably practical under the circumstances.

   a) The nurse will be notified verbally in advance of the nature of the allegation that may be subject to discipline.

   b) The nurse will be given an opportunity to explain the nurse’s position regarding the allegation under investigation during the interview.

   c) The nurse will be notified by the Medical Center that the nurse is entitled to be accompanied by an available representative of the Association at the investigatory meeting. The Association shall provide the Medical Center with a list identifying their authorized representatives, which list shall be regularly
updated. It is the nurse’s responsibility to arrange the appearance of the nurse’s representative at the investigatory meeting. The names of available representatives shall be shared by the Medical Center with the nurse to facilitate timely scheduling of the meeting. The Medical Center agrees to a reasonable delay of the investigatory interview if an appropriate Association representative is unavailable.

d) If the Medical Center believes it has reason to counsel or otherwise discipline a nurse, reasonable and appropriate effort will be made to accomplish this in a professional, respectful and confidential manner.

6.2 Disciplinary Record. A nurse shall have the opportunity to have a statement included in his or her personnel file within twelve (12) months after the administration of a prior disciplinary action. The Medical Center, upon request from the nurse, will review the nurse’s performance related to the original disciplinary action and include a written statement addressing the nurse’s success at resolving the issues that gave rise to the discipline. This statement will typically be part of the nurse’s annual evaluation. The statement thereafter shall be given to the nurse and placed in his or her personnel file. In addition, where there are no similar disciplines administered to the nurse within 24 months, upon request from the nurse, written disciplinary notices may be removed from the nurse’s active personnel file and placed in an inactive personnel file. A nurse may request that written disciplinary notices be removed from the active personnel file(s) by sending a written request to the Vice President of Human Resources, who will determine whether such documentation shall be retained in an inactive file based on the Vice President’s review of the nature and severity of the subject of the discipline. Such determination shall be made reasonably. These files will be sealed. The inactive files are accessible to higher level nurse supervisors and HR personnel but are not accessible or to be shared with other hospital employees including unit directors, clinical coordinators, supervisory charge nurses and nursing supervisors except by written permission of the affected nurse. Should an inactive file be accessed when not requiring the nurse’s written consent, the accessor will sign and date a cover page on the inactive file. Any nurse may, upon request, inspect the contents of both his or her active and inactive personnel files. With written permission of the nurse, the ONA representatives may also inspect the contents of both the active and inactive files.

6.3 Notice of Resignation. A nurse shall give the Medical Center not less than fourteen (14) calendar days’ notice of intended resignation. If less notice is given, then accumulated earned leave plan benefit in the amount of the difference between the nurse’s normally scheduled hours during this period and the number of days’ advance notice shall be forfeit.

6.4 Notice of Termination. The Medical Center shall give a non-probationary, non-temporary nurse fourteen (14) calendar days’ notice of the termination of his/her employment or, if less notice is given, then the difference between the notice given and the number of the nurse’s scheduled normal scheduled hours during this period shall be paid the nurse at his/her regular rate of pay. No such advance notice or pay in lieu thereof shall be required for a nurse who is discharged for cause, which shall not include layoffs pursuant to Section 12.3.

6.5 Personnel Files. Nurses may have access to their personnel files in accordance with Oregon Revised Statute 652.750. When any performance related document(s) is/are added to, deleted from or amended in a nurse’s personnel file, the nurse will be notified within a reasonable time period and be given an opportunity to copy the document and add a written rebuttal to the file. The Association shall have the right, with written authorization from the nurse, to review the nurse’s personnel file.
ARTICLE 7 – GRIEVANCE PROCEDURE

7.1 When Applicable. This Article shall be the exclusive method to be used to settle grievances raised by the Association or an individual nurse regarding interpretation or application of this Agreement which may arise between the Medical Center, the Association, or any nurse during the term of this Agreement. A probationary nurse may file grievances under this Article exclusively for non-disciplinary contract issues. Issues relating to evaluation, supervision, discipline, suspension, and discharge of a probationary nurse shall be determined exclusively by the Medical Center and shall not be subject to this Article. The parties strongly encourage nurses with questions and complaints to use this procedure. No employee will be discriminated or retaliated against for bringing a question, concern or complaint to the Medical Center’s attention. A grievance shall be presented exclusively in accordance with the procedure set forth in this article.

7.2 Grievance Procedure. Since the nurse’s immediate supervisor is often in the best position to help resolve problems or answer questions, the nurse should first discuss the concern with his/her immediate supervisor. If this discussion would not be productive, as determined by the nurse, or is unsuccessful in resolving the issue the nurse may file a formal grievance.

Step 1. A grievance must be presented in writing to the nurse’s immediate supervisor or designee within ten (10) calendar days from the date of occurrence. If a nurse presents a grievance hereunder, the grievance shall include, to the best of the nurse’s understanding, a description of the problem and the contract provisions thought to be violated. A grievance relating to pay shall be timely if received by the Medical Center within fourteen (14) calendar days after the pay day for the period during which the grievance occurred. In the event of an issue concerning a discharge, the issue must be presented within seven (7) calendar days following termination. The immediate supervisor’s or designee’s written reply is due within seven (7) calendar days after such presentation. A Step 1 meeting may be held within fourteen (14) calendar days following the filing of the grievance, in which case the immediate supervisor’s or designee’s written reply is due within seven (7) calendar days after this meeting.

Step 2. If not resolved at Step 1, the issue may thereafter be presented in writing to the appropriate area Vice President and/or the Vice President of Human Resources within ten (10) calendar days from receipt of the supervisor’s reply of the date such reply was due in Step 1. The specific provision(s) of the contract thought to be violated shall be included in the letter of elevation if different than originally filed. The Vice President shall then meet within fourteen (14) calendar days with the nurse and a representative of the Association, if the nurse so desires, to resolve the matter, and shall reply in writing within seven (7) calendar days after the meeting.

Step 3. If not resolved at Step 2, the grievance may thereafter be presented in writing to the President/Chief Executive Officer or his/her designee for consideration and determination within ten (10) calendar days after receipt of the department/division head’s response or if the department/division head’s response is not received within that period, within ten (10) calendar days after the expiration of time allotted in Step 2 for the department/division head’s response. The Administrator or designee shall meet within fourteen (14) calendar days with the nurse and a representative of the Association to resolve the matter and shall reply in writing within ten (10) calendar days after the meeting.
**Step 4.** If the grievance is not resolved at Step 3, the Association may thereafter present it to an impartial arbitrator for determination by giving the Medical Center written notice within twenty-one (21) calendar days after receipt of the Step 3 reply of the Association’s intent to refer the matter to arbitration.

**7.3 Association.** A grievance, as defined in Section 7.1, relating to occurrences actually involving more than one nurse or arising under the Association Representative article may be initiated at Step 2 of the above-mentioned procedure by the filing of a written grievance, signed by a representative of the Association or the Medical Center, within twenty-one (21) calendar days from the date of occurrence. Such grievance shall describe the problem and the contract provisions thought to be violated.

**7.4 Timeliness.** A grievance will be deemed untimely if the time limits set forth above for presentation of a grievance to Step 1 are not met unless the parties agree in writing to extend such time limits. Subsequent grievance advancements and responses will be deemed untimely if the time limits set forth above are not met, unless the parties mutually agree in good faith to extend such time limits. Such extension shall be documented in writing if requested by either party. If a response is untimely, including failure to respond at any level or schedule or hold any meetings called for by the grievance process, no default shall occur but the grievance shall be considered automatically elevated to the next Step in the grievance process.

**7.5 Arbitration Procedure.**

7.5.1 The Medical Center and the Association or their designees shall confer within a reasonable period of time after the grievance is submitted to them to select a mutually acceptable arbitrator. In no event shall such reasonable period exceed thirty (30) days unless the parties in writing so agree, which agreement is only effective for an additional thirty (30) days. In the event that they cannot agree upon an arbitrator within five (5) working days after the conference, the Federal Mediation and Conciliation Service shall be requested by the party seeking arbitration to present a panel of eleven (11) qualified labor arbitrators from the Pacific Northwest. The party requesting arbitration shall strike first, and thereafter the parties shall alternately strike one name until only one name remains; this person shall be selected to arbitrate the matter.

7.5.2 The parties shall stipulate to the arbitrator the issue(s) to be decided. If the parties cannot agree, each party will submit a written statement defining the issue(s) in their own terms to the arbitrator. The decision or decisions of the arbitrator shall be announced in writing to the parties within thirty (30) days following the hearing and briefing, if any, of the arbitration and shall be final and binding on both parties. The expenses of the arbitration shall be borne equally by the Medical Center and the Association. Each party shall bear the expenses of its own representation and witnesses.

7.5.3 The jurisdiction of the arbitrator shall be confined in all cases exclusively to questions involving the interpretation and application of existing clauses or provisions of this professional Agreement. The arbitrator may only uphold a grievance if he or she finds that the Medical Center has clearly violated an express provision of this Agreement. The arbitrator shall not have authority to modify, add to, alter, or detract from provisions of this Agreement.

**7.6 Nurse Representatives.** Bargaining unit nurse representatives shall be released from duty on unpaid time to attend disciplinary and grievance meetings when staffing allows.
ARTICLE 8 – HOURS OF WORK

8.1 Work Week and Work Day. The work week shall be from 0001 hours on Sunday through 2359 hours on Saturday. The workday is defined as the twenty-four (24) hour period beginning at the time the employee commences work. Nothing in this or any other provision of this Agreement constitutes a minimum guarantee of work.

8.2 Voluntary Alternatives. Weekend tours of duty or alternate schedules requested in writing by a nurse, may be arranged by mutual agreement with the appropriate department/division head and the Association, and shall not be subject to premium pay provisions described in Article 9 to which the nurse would otherwise be entitled if the nurse was not being scheduled or working the alternative schedule.

8.3 Advance Authority. A nurse will be expected to obtain proper advance authorization, except in an emergency, from an appropriate supervisor for work in excess of the nurse’s workday or workweek.

8.4 Shift Length. A normal work shift for each position may consist of one of the following shift durations: eight (8), nine (9), ten (10), or twelve (12) hours plus the one-half hour unpaid meal period.

8.4.1 All nurses shall be scheduled on the basis of a forty (40) hour work week.

8.4.2 More than four (4) consecutive nine (9), more than four (4) consecutive ten (10), or more than three (3) consecutive twelve (12) hour shifts, shall not be set as part of the core schedule, except in extraordinary circumstances, without the written consent of the affected nurse, which may be rescinded upon written notice of at least four (4) weeks before the posting of the next work schedule. Shifts awarded in the BidShift program shall constitute written consent for the shifts awarded.

8.4.3 Holiday pay applies to the actual hours worked during one of the holidays specified in Article 9.

8.5 Weekend Scheduling. Nurses shall be scheduled at least every other weekend off. This provision shall not apply when the nurse requests to work more frequent weekends or if the consecutive weekends occur when nurses trade weekends. Weekend work shall be equitably scheduled among all qualified regularly scheduled nurses within each unit and shift. For purposes of this section, the weekend shall be defined as Saturday and/or Sunday (or Friday and/or Saturday for the night shift). The 48 hour weekend period may alternatively be defined as Saturday and/or Sunday for a night shift nurse with the written agreement between the nurse and his or her supervisor, applied in a reasonable fashion among any nurse desiring such schedules; such an alternative arrangement may be revoked by the Medical Center or the nurse on thirty (30) days’ notice.

8.6 Core Work Schedule. Regularly scheduled nurses shall be scheduled their core schedules, including weekend, unless the nurse consents to a modified core schedule following a request by the Medical Center. Nurses shall not be involuntarily scheduled for or required to work six or more consecutive shifts without the nurse’s consent; selection of additional shifts by the nurse through BidShift constitutes consent. When business operations necessitate a deviation from a nurse’s core schedule, the following shall apply: Nurses must be consulted about any altered pattern assignment. The Medical Center may assign the regular nurses to work a modified core schedule by (1) first seeking volunteers and then, (2) assignment on a rotational basis among qualified nurses by seniority per selected shift and unit beginning with the least senior regularly scheduled nurse(s),
unless otherwise agreed to by the Medical Center and the directly affected nurses. A nurse’s
assignment in such rotation shall be for a maximum of one (1) month of work, exclusive of
scheduled earned leave. The rotation for such an assignment shall apply to all regularly
scheduled qualified nurses in the unit, but its implementation will not require any nurse to accept
a modified core schedule assignment more than one time per rolling year (including nurses who
volunteer to avoid mandatory assignment being imposed on the unit).

8.7 Meal and Rest Periods. Nurses shall receive an unpaid meal period of one-half (½)
hour, as near as practical, during the middle of their shift. During the unpaid meal period, the
nurse is on his/her own time and must be completely relieved of duty. It is the goal of both
parties that the meal period shall occur during the middle four (4) hours of the nurse’s shift
whenever practicable. Meal periods may be recorded automatically by default by the Kronos
time clock system, provided that recording of time worked shall not be inappropriately
discontinued. Nurses shall also receive one (1) fifteen (15) minute paid rest period for each four
(4) hours of work during their shift; nurses may not leave the premises during a rest break.
Nurses are to take their rest breaks if no relief is necessary; the Medical Center is responsible for
scheduling rest breaks and meal periods in order to provide needed coverage in the work area. If
rest periods are missed due to operating requirements, arrangements will be made to provide rest
periods at alternative times during the shift. Rest periods may be allowed in conjunction with the
meal period only with the express and discretionary approval of the charge nurse or a nurse’s
supervisor, granted for each specific occasion that a nurse requests to combine a rest and meal
period. If a nurse combines a rest and meal period, it is the nurse’s sole responsibility to return to
work as scheduled, and the nurse must remain on the premises for that portion of the combined
break that corresponds to the rest break.

8.8 Work Schedules. Final work schedules shall be posted at least fourteen (14) calendar
days in advance of the applicable four-week cycle. In the two (2) week period before the posting
of the final work schedule, a core work schedule shall be prepared. Nurses shall be placed on the
core work schedule in the following order: (1) Regularly scheduled full-time and part-time
nurses within the applicable nursing unit as part of the core schedule, as well as any float pool
nurses; (2) Casual part-time nurses within the applicable nursing unit who may have consented to
coverage for a pre-approved vacation, holiday or leave of absence. In those nursing units using
BidShift, the next day, beginning at 1:00 a.m. and ending seventy two (72) hours later, the core
schedule shall be made available to casual part-time nurses to request open shifts. Following the
close of this seventy two hour period, all remaining open shifts shall be posted on BidShift for all
nurses to request until the final schedule is posted.

Once the final work schedule is posted, any open shifts shall continue to be filled through
BidShift or other alternative means. Non-bargaining unit employees wishing to bid on additional
shifts may do so during this time.

Qualified and oriented nurses shall be awarded available shifts in the order received,
excluding shifts that would result in overtime or premium pay unless posted as a premium shift
(e.g. Stat 10).

8.8.1 The Medical Center will not, without the nurse’s consent, deviate from a
nurse’s usual posted scheduled times for beginning and ending work. Should lack of
patient census require a nurse to delay reporting for work at the scheduled starting time,
the nurse shall be placed on low census until the delayed starting time. This delay shall
not result in a change in the scheduled ending time unless the nurse agrees to such a
delay.
8.8.2 After a schedule is posted, a nurse’s scheduled times to begin and end his/her shift during that period will not be modified without the nurse’s consent, except (a) as allowed under Article 8.9, or (b) in connection with not working scheduled hours under Article 12.4. Changes in a nurse’s usual scheduled times for beginning and ending work, without the nurse’s consent, shall be in response to specific assignment needs and shall last for as brief a period as possible.

8.8.3 Mandatory overtime. The Medical Center will fully comply with Oregon State Statutes regarding circumstances under which a nurse may be required to work overtime. No nurse shall be required to work when the nurse, in his or her judgment, is unsafe to perform patient care duties.

8.9 Rotation of Shifts. Nurses (not including those in a formal, specific training program and/or orientation) will not be assigned to a variable shift nor shall such nurses be assigned to rotate shifts, unless with the nurse’s consent for the specific assignment, except that, in order to handle specific assignment needs, the Medical Center may assign the regular nurses to work on shifts other than or in addition to the one on which they are scheduled by (1) first seeking volunteers and then (2) assignment on a rotational basis among qualified nurses by seniority per selected shift and unit beginning with the least senior regularly scheduled nurse(s), unless otherwise agreed to by the Medical Center and the directly affected nurses. A nurse’s assignment in such rotation shall be for a maximum of one (1) month of work, exclusive of scheduled earned leave. The rotation for such an assignment shall apply to all regularly scheduled qualified nurses in the unit, but its implementation will not require any nurse to accept a variable shift assignment more than one time per rolling year (including nurses who volunteer to avoid mandatory assignment being imposed on the unit.) Rotation of shifts shall be assigned on a pre-scheduled basis prior to posting, unless unusual circumstances arise during the work cycle that could not have been reasonably anticipated in advance. Should a nurse be rotated to a different shift than the nurse’s regularly scheduled one (either voluntarily or non-voluntarily), the nurse shall be paid Five Hundred Dollars ($500.00) for each month of such assignment (or proportionately, for assignments of less than one month). Such payment shall be paid in the pay period after the completion of the assignment, subject to normal wage withholdings.

8.10 Temporary Assignments/Supervisory Assignment. A nurse may, with the nurse’s consent, be assigned temporarily to a charge nurse or non-bargaining unit position. When a temporary assignment occurs, the nurse shall be compensated for such work (1) at the charge nurse rate, when appropriate or (2) at his/her current rate of pay plus ten percent (10%) for the period of the interim assignment. In those cases where bargaining unit nurses are performing some duties that may be construed as supervisory, the parties agree that such employees shall not be challenged as being covered by this agreement, provided that the medical center’s response to conduct exclusively limited to the supervisory role during a temporary supervisory assignment of thirty (30) consecutive days or greater, shall not be subject to the grievance and arbitration provisions of this agreement.

8.11 Bargaining Unit Work Performed By Non-Bargaining Unit Employees. Consistent with this Agreement the Medical Center may assign qualified Lead, Clinical Coordinator, or other management registered nurses bargaining unit work, except that the Medical Center shall not schedule non-bargaining unit personnel to displace bargaining unit personnel for any entire bargaining unit shifts nor shall a bargaining unit nurse scheduled or assigned to be on-call remain on-call for an entire shift (or that remaining portion of an entire shift when the full workload for a nurse is available) while being replaced by a qualified Lead, Clinical Coordinator, or other management registered nurses. Employees outside the bargaining unit may bid on bargaining
unit shifts as described in Section 8.8. If a nurse believes that non bargaining unit personnel are routinely performing bargaining unit work to an excessive degree, the nurse may bring that issue to the Labor Management Committee or the Professional Nurse Practice Council (PNPC). Nothing in this Section applies to subcontracting or the use of agency or traveler nurses.

8.12 Orientation and Skills Maintenance. When a nurse is newly hired for assignment to a specific unit or transferred to an established position in a unit, the Medical Center will provide the nurse with sufficient orientation to the unit and its patients that allows the nurse to reach core competency. Based upon the nurse’s previous clinical experience and the similarity of skills to those the nurse already possesses, the nurse, the nurse’s preceptor, if applicable, and the nurse’s supervisor will mutually agree on the length of orientation in the applicable nursing unit. The Medical Center will take into consideration the nurse’s expressed needs in determining the individualized orientation and shall utilize the skills assessment tools available for each nursing unit. New-hire orientation shall be a minimum of two (2) weeks of nursing unit orientation.

Prior to taking a nurse off of orientation and assigning the nurse a full patient load, the Medical Center will seek input on the nurse’s orientation progress from the assigned preceptor, if applicable, and the orienting nurses.

8.13 Floating and Supplemental Assistance. Nurses shall have the option to reorient to any unit to which he/she is required to float for primary patient care assignment if the nurse has not worked in that unit for more than twelve (12) months. A nurse may be required to provide supplemental nursing care on any unit where the need arises, without specific unit orientation. All such assignment of nursing care shall be consistent with licensure requirements for registered professional nurses in Oregon. Such a nurse shall not be required to take a primary patient care assignment, but shall be expected to perform the functions identified in Appendix B. Scheduled and oriented nurses, as specified in Section 8.12 above, may be floated in the following order by first requesting volunteers. If insufficient nurses volunteer, the Medical Center will then seek to float agency or, traveler nurses to the extent practical and consistent with the agreement between the Medical Center and the agency or traveler nurse’s employer. If additional nurses must be floated, floating shall be assigned by an equitable system of rotation among the remaining nurses per unit. The system (float guidelines) shall be established by each unit’s UBC, be reduced to writing, and available for reference on each nursing unit.

Nurses with positions in Surgical Services, Family Birth Place, the Heart Center, the Dialysis unit, and Home Health/Hospice shall not be floated to any other unit without the nurse’s prior consent.

8.14 Report Pay. If the Medical Center is unable to utilize a nurse who reports for an assigned shift, he/she shall be paid two (2) hours at the straight time hourly rate of pay plus applicable shift differential or the straight time hourly rate of pay for the actual number of scheduled hours for that shift, whichever is less. The provisions of the preceding sentence shall not apply if (a) the reasons giving rise to non-utilization of the nurse are caused by acts of God, utility failure or like occurrences, or (b) the Medical Center makes a reasonable effort to notify the nurse by telephone at least two (2) hours before a scheduled day, evening or night shift, that he/she should not report. It shall be the responsibility of the nurse to notify the Medical Center of his/her address and telephone number; failure to do so shall preclude the Medical Center from the notification requirements and payment of the above guarantee.

8.15 Scheduled Mandatory On-Call. Written on-call scheduling guidelines that accurately reflect current unit practices, provided they are not inconsistent with the terms of this Agreement, shall be developed by the Medical Center and forwarded to the Association.
8.15.1 The Medical Center shall only have the right to implement changes in such guidelines after having given the Association at least ten (10) days written notice and bargained with the Association over such proposed changes (either to agreement or to impasse, after which such changes may be implemented) during the term of this Agreement, provided that such bargaining be conducted in good faith within the appropriate time frame.

8.15.2 Should circumstances necessitate requiring a nursing unit where on-call scheduling is previously voluntary to add an on-call requirement, the Medical Center shall give the Association at least ten (10) days written notice and bargain with the Association over such proposed changes and impact on the nurses (either to agreement or to impasse, after which such changes may be implemented) during the term of this Agreement, provided the bargaining be conducted in good faith within the appropriate time frame.

8.15.3 Mandatory on-call shifts shall be scheduled by the Medical Center in no less than eight-hour increments. An option for four-hour on-call shifts shall be made available by the Medical Center to nurses who consent to meet their mandatory on-call requirement in less than eight-hour increments. Weekend on-call shifts shall not be scheduled without the nurse’s consent (1) on a nurse’s regularly scheduled weekend off, resulting in the nurse being subject to working consecutive weekends, or (2) on consecutive weekends.

8.16 Schedule Trades. There are no restrictions on the number schedule trades between qualified nurses. Although no schedule trade is allowed to result in the payment of premium or overtime pay at the time of the request, such pay shall not be excluded as a result of subsequent work being scheduled by the Medical Center and performed by the nurse following the approval of the trade. The Medical Center may deny a schedule trade request only if the nurse making the request is not qualified, or the exchange will result in overtime or premium pay that would otherwise have not been incurred. Once a trade has been approved the nurse relinquishing the shift has no further responsibility for working the traded shift.

8.17 Holiday Scheduling. Nurses shall be scheduled for holidays based on the following process:

8.17.1 Major Holidays (Christmas, New Year’s Day and Thanksgiving). Responsibility for working major holidays shall be shared equitably and on a rotation basis by the nurses in a unit and shift. Each September 1st, the unit manager shall post a list documenting each nurse’s past three (3) year history for working or being on-call on the three (3) major holidays. Requests for a major holiday off shall be submitted by September 15th. Should multiple requests be made for the same holiday off and not all requests can be granted, the three (3) year history shall be taken into account for the purposes of rotating holiday work responsibilities among the nurses of the unit. Nurses shall not be required to be scheduled both Christmas Eve and Christmas Day or New Year’s Eve and New Year’s Day.

8.17.2 Minor Holidays (Easter, Labor Day, Memorial Day, July 4th). Requests for a minor holiday off shall be made in the same manner as vacation requests, by Article 10, except that multiple requests be made for the same holiday and not all requests can be granted, the past three (3) year history of minor holidays worked or on-call shall be taken into account for the purposes of rotating holiday work responsibilities among the nurses of the unit.
8.17.3 Float Pool Holiday Work Obligation. A Float Pool nurse shall be scheduled to work three holidays, assigned in rotation, per calendar year, including one summer and one winter holiday.

8.18 Next day off. Provided a nurse makes sufficient advance request and staffing allows, such nurse scheduled for an on-call shift may have Monday off without compensation following a weekend on-call, or the following day off if the on-call period falls during the week, or the nurse experienced repeated or lengthy call-backs during the on-call period.

ARTICLE 9 – COMPENSATION

9.1 Progression. Progression through the salary range for nurses shall be one step at a time, (subject to the terms of Appendix A) for each year after the nurses’ first full year of employment.

9.2 Wage Rates. Nurses covered by this Agreement shall be compensated at the wage rates set forth in Appendix A hereto.

9.3 Credit for Prior Experience. A nurse with less than one year of relevant nursing experience, will be placed at the first pay step. Newly hired nurses with more than one year of relevant experience, or equivalent, will be placed at a pay step that at a minimum reflects their years of experience, subject to the following guidelines:

9.3.1 For work experience in an acute care and/or skilled nursing setting, or as a nursing school instructor, a full year of credit shall be given for each year of full-time work; six months of credit shall be given for each year of part-time work; and each year of casual part-time work shall be pro-rated.

9.3.2 For work experience in a clinic setting, 50% of the credit in Section 9.3.1 shall be given.

9.3.3 For work experience as an RN manager providing direct patient care, 100% of the credit in Section 9.3.1 shall be given. For work experience as an RN manager not providing direct patient care, 50% of the credit in Section 9.3.1 shall be given.

9.3.4 For work experience in an RN position not providing direct patient care (such as educator, infection control, utilization or discharge planning), credit shall be given on a case-by-case basis. A factor to be considered is the relevance of the past experience to the position for which the nurse is being hired. In no instance shall the nurse receive credit less than that described in Section 9.3.2.

9.3.5 Nurses who have worked at the Medical Center in the previous twelve (12) months shall be hired at a step equal to or greater than the rate of pay the nurse was receiving at the time of termination.

9.3.6 For RN experience at the Medical Center or any of its entities, 100% of the credit in Section 9.3.1 shall be given, except that, for nurses employed as of the effective date of this Agreement, for the purposes of the nurse’s initial placement on the step schedule, each full year of employment at the Medical Center or any of its affiliates shall count as one year of experience, regardless whether that employment was full time, part time or casual.

9.3.7 For those nurses who have experience in more than one area of practice described in Sections 9.3.1 through 9.3.6, the sum total of all of the individual calculations shall be used to determine final placement.
9.3.8 All previous work experience must be documented in the nurse’s personnel file, on the employment application and/or resume. The Medical Center shall bring this entire Section to the attention of each newly hired nurse at the determination of the nurse’s wage rate or step.

9.4 **Premium Pay and Pyramiding.** A nurse shall be paid at the rate of one and one-half (1½) times the nurse’s regular hourly rate of pay for hours worked in the categories listed below, but in no event shall any of these premium payments be compensated at greater than a one and one-half (1½) time rate or be duplicated for any reason, unless otherwise specified in this Agreement.

9.4.1 **Overtime.** In excess of forty (40) hours worked within the standard workweek as defined in Article 8.1. (This forty (40) hour workweek provision may be modified by mutual consent between the nurse and the Medical Center to provide for an eighty (80) hour work period within fourteen (14) consecutive days. Under this arrangement, the nurse will be paid overtime for hours worked in excess of eighty (80) within such period instead of forty (40) within the standard workweek).

9.4.2 **Consecutive weekends.** On the regular nurse’s second consecutive weekend of work and each even-numbered (i.e., fourth, sixth, etc.) consecutive weekend of work thereafter until the nurse has an unworked weekend.

   a. Exempt from this provision are those nurses who have agreed to work schedules calling for consecutive weekend work, and those nurses who express a desire or have otherwise voluntarily agreed (including selection of additional shifts through BidShift) to work consecutive weekends when work is available.

   b. A weekend is defined as set forth in Article 8.5.

9.4.3 **Call-In/Call-back.** Time actually worked on a call-back during a nurse’s on-call shift (including Stat 10 and low census on-call shifts) under Article 9.7, for a minimum of two (2) hours.

9.4.4 **Holiday pay.**

   a) If a nurse is scheduled or requested by the Medical Center to work on any of the following holidays, he/she will be paid one and one-half (1½) times his/her regular hourly rate of pay for all time worked on such holiday.

   New Year’s Day
   Easter
   Memorial Day (last Monday in May)
   Independence Day
   Labor Day
   Thanksgiving Day
   Christmas Day

   b) Notwithstanding Section 9.4, a nurse shall be eligible for holiday pay even if he/she is also eligible for premium or overtime pay during another day worked as a result of working on the holiday. The premium identified for holidays shall be paid for all hours worked on the holiday.

   c) A nurse not scheduled or requested to work on any of the above holidays may either (1) take the day off and use PTO, or (2) take the day off and...
save PTO for later use. This provision shall only apply to those nursing units that are closed or operating on a call crew only basis for the holiday.

9.5 **Charge Nurse Differential.** A nurse assigned to Charge Nurse responsibilities shall be paid a differential of either (a) $2.50 per hour for the duration of the assignment to a Charge Nurse vacancy in accordance with Article 12.2.2 or (b) $2.00 per hour worked when working as a Relief Charge Nurse.

9.6 **Shift Differential.**

9.6.1 **Evenings.** A nurse who works the second shift, a shift scheduled for the majority of the work hours of the shift occurring after 1500 hours, shall be paid a shift differential for all hours worked on that shift of $1.94 per hour.

9.6.2 **Nights.** A nurse who works the third shift, a shift scheduled for the majority of the work hours of the shift occurring after 2300 hours and before 0700 hours, shall be paid a shift differential for all hours worked on that shift of $3.50 per hour. This amount shall increase to $3.80 per hour on October 1, 2008, and $4.80 per hour on October 1, 2009.

9.6.3 Instead of the above, a nurse who is working on call-in/call back, will be paid evening shift differential for all hours worked between 1500 and 2300 hours, and night shift differential for all hours worked between 2300 and 0700 hours, at the applicable rates set forth above.

9.6.4 The nurse shall be paid at the nurse’s scheduled shift rate (including differential, if any) if the nurse works over into the next shift to complete the nurse’s scheduled shift.

9.7 **On-Call.** On-call compensation shall be paid when a nurse has been placed on “on-call” status, including Stat 10 call and call due to low census. Such nurse will remain available to report to work on short notice if called by the Medical Center.

9.7.1 **Rate of pay – on-call.** A nurse scheduled for an on-call shift shall be paid $3.50 per on-call hour and $3.50 per hour plus time and one half (1½) his or her regular rate of pay when called in to work. This amount shall increase to $4.00 on October 1, 2009. A nurse scheduled for a Stat 10 on-call shift shall be paid at $10.00 per on-call hour and time and one half (1 ½) his or her regular rate of pay plus $10.00 per hour for all hours called in to work.

9.8 **Weekend Work.** For weekend work on which the nurse is not eligible for time and one-half pay under any provision of this Agreement, the nurse will be paid a weekend differential of $1.94 per hour worked. A weekend for purposes of this Section shall be defined as all hours between 1900 Friday and 0700 Monday, except that the differential shall not be payable to nurses working a Friday shift that is scheduled to end either at 1900 or 1930 or to nurses working a Monday shift that is typically considered to be a day shift.

9.9 **Certification Pay.** A nurse who obtains and maintains a nationally recognized nursing certification shall receive seventy-five cents ($.75) per compensated hour. A nurse with two or more such certifications shall receive one dollar and twenty-five cents ($1.25). To be eligible for pay under this provision, proof of certification must be on file. An approved certification list shall be established by the Chief Nurse Executive or designee, in his or her discretion, in consultation with the PNPC, and shall be updated on an annual basis. The Medical Center shall
give all nurses who received this pay a renewal reminder notice of requirements of this provision if their certification pay would expire without further renewal documentation.

9.10 **Advanced Education Pay.** Should the Medical Center discontinue the RN Advancement Program, (the “RAP”), (or if in any fiscal year plan compensation is reduced by 25% or greater than the current fiscal year), nurses holding a BSN degree would receive an additional $1.00 per each compensated hour; nurses holding an MSN degree would receive an additional $1.25 per each compensated hour. This advance education pay shall not be paid to a nurse participating in the RAP Program.

9.11 **Transport Pay.** A nurse who performs transport duties shall receive $125.00 per transport in addition to the nurse’s rate of pay. Transport pay is only applicable to transports to a facility other than one affiliated with the Medical Center, or outside Douglas County.

9.12 **Sexual Assault Pay.** A nurse who performs the duties of a sexual assault nurse shall receive $150.00 per case in addition to the nurse’s regular rate of pay. In the event that the Medical Center receives reimbursement from a governmental agency for the nurses services in excess of $150.00 the additional compensation shall be included in this pay.

9.13 **Preceptor Pay.** A nurse assigned by the Medical Center to mentor new nursing department nurses, RN and LPN students (but not including students whose instructors are present at the facility) and surgical scrub technicians under the Medical Center’s preceptor program shall receive $1.25 per hour in addition to the nurse’s regular rate of pay for each hour worked while performing in this role. The Medical Center will select preceptors based on its determination of clinical skills, experience, communication skills and teaching skills. Nurses may be required to attend an approved preceptor class in order to qualify for preceptor pay.

9.14 **Interpreter Differential.** Two (2) hours minimum pay shall be paid to a nurse who is requested, voluntarily agrees and reports to work as an interpreter. Such hours shall be treated as hours worked under this Agreement, consistent with applicable provisions.

9.15 **Float Pool Differential.** A Nurse in the float pool shall be compensated three dollars ($3.00) per hour in addition to the nurse’s regular rate of pay for all float pool hours.

9.16 **Recruitment Bonus.** The Medical Center may offer recruitment bonuses as it determines appropriate on a case-by-case basis, and repayment of such bonus may be subject to such terms and conditions the Medical Center determines appropriate in the circumstances provided that such agreements do not violate any specific provision of this Agreement. A nurse may be allowed to transfer positions without penalty if the Medical Center agrees in its sole discretion. The parties agree that requirements that (1) the nurse repay the recruitment bonus, in whole or in part, if the nurse resigns or is terminated for cause within a specified period, and/or (2) that the nurse is precluded from transferring to another position within the Medical Center other than the one for which the recruitment bonus is offered for a specified period, do not violate any provision of this Agreement. In the event the nurse or the Medical Center requests a transfer to another position related to (2) above, the nurse, the Association and the Medical Center shall, on request of the nurse, meet to discuss the transfer, which remains at the discretion of the Medical Center.

9.17 **Excess of standard shift.** For nurses scheduled for twelve hour shifts, time worked in excess of the standard shift will be paid a premium of $3.50 per hour for all such additional time. This amount shall increase to $5.00 per hour on October 1, 2008 and $7.50 on October 1, 2009.
ARTICLE 10 – PAID TIME OFF (PTO) & SHORT-TERM DISABILITY (STD)

10.1 General Provisions. Paid Time Off (PTO) and Short Term Disability (“STD”) provide compensation for nurses when absent for vacation, illness, holidays, family emergencies, preventative health and dental care, religious observances, and other personal time off.

10.2 Eligibility. All regularly scheduled nurses (but neither casual part time nor temporary nurses) are eligible for PTO.

10.3 Accrual. Beginning the first pay period of 2008, PTO shall be accrued on the basis of a nurse’s full- or part-time position (scheduled hours including low census), and hours worked. Hours worked are limited to regular hours, overtime hours, and hours compensated as PTO, all of which are referred to as accrual base hours, to a maximum of 2080 compensated hours per year. PTO accrual rates are set forth below. PTO will not accrue for nurses during unpaid Leaves of Absence STD or Long Term Disability.

10.4 Accrual Rates. Eligible nurses shall accrue PTO as follows:

A. Full-time Nurses:
   1) 0 through 5 years of employment 7.08 hours per pay period (approximately 23 eight-hour PTO days (184 hours) per year).
   2) 6 through 10 years of employment –8.62 hours per pay period (approximately 28 eight-hour PTO days (224 hours) per year).
   3) 11 through 20 years of employment – 10.15 hours per pay period (approximately 33 PTO days (264 hours) per year).
   4) 21 or more years of employment – 11.07 hours per pay period (approximately 36 eight-hour PTO days (288 hours) per year).
   5) Nurses employed prior to January 1, 1998 will be provided a lump-sum payment annually in January of each year equivalent to five (5) eight (8) hour days at the employee’s base rate of pay for employees with sixteen (16) to twenty (20) years of service at the Medical Center, and two (2) eight (8) hour days at the employee’s base rate of pay for employee with twenty-one (21) or more years of service at the Medical Center.

B. For Part-time Nurses:
   1) 0 through 5 years of employment – 0.0885 hours of PTO for each accrual base hour.
   2) 6 through 10 years of employment – .1078 hours of PTO for each accrual base hour.
   3) 11 through 20 years of employment – .1269 hours of PTO for each accrual base hour.
   4) 21 or more years of employment – .1385 hours of PTO for each accrual base hour.
   5) A part time nurse employed prior to January 1, 1998 will be provided a lump sum payment, depending on years of service as set forth in Section 10.4(A)(5), above, proportional to the payment called for by that section, depending on the proportion of full time that the nurse worked the prior year.

C. A change to a different accrual rate under the preceding paragraphs will be effective at the beginning of the pay period following the applicable anniversary date of employment.
D. There shall be a maximum PTO accrued balance for each nurse of 276 hours for employees employed five full years or less; 336 hours for employees employed six to ten years; 396 hours for employees employed 11 years or more. Additionally, employees employed before January 1, 1998 employed twenty-one years or more may accrue a maximum balance of 432 hours. If a nurse has reached the maximum PTO accrual and has been denied a request for time off due to the staffing requirements of the department, the maximum PTO provision is waived (or, at the Medical Center’s discretion, an equivalent payment will be made) until such time as the nurse can mutually arrange scheduled time off with the department. This provision shall not apply if the nurse had made no reasonable attempt to apply for PTO during the previous calendar year; the nurse must apply for such waiver (or payment as set forth above) within two pay periods of reaching a maximum.

10.5 Use of PTO.

10.5.1 Effective the first of the month following a nurse’s first thirty (30) days of employment PTO may be used as soon as it is earned, up to the amount accrued in the pay period immediately preceding the time off, in accordance with the provisions of this Article. Except as set forth below, PTO may not be used in advance of its accrual or to claim pay for time lost due to tardiness.

10.5.2 Before the first of the month following a nurse’s first thirty (30) days of employment, a nurse may use accrued PTO for holidays and mandatory low-census days.

10.5.3 During the first year of employment, a nurse may use up to forty (40) hours (proportionate five day equivalent for part time employees) of PTO in advance of accrual, when approved by the nurse’s unit director. If such use puts the nurse into a negative balance, future accruals must replenish the nurse’s PTO balance before further PTO may be taken, unless otherwise approved.

10.5.4 When requests for scheduled time off conflict with staffing requirements, preference will be given to PTO requests over requests for time off without pay.

10.6 PTO Donation Study. The Medical Center shall undertake a study of the donation of PTO. The results of the study will be released to the Association no later than January 1, 2008.

10.6.1 Negotiating Committee. Among the subjects to be evaluated in the PTO donation study will be use by Association negotiating committee members.

10.7 Requesting and Granting Scheduled PTO. Scheduled PTO, e.g. for vacation, must, except in unusual circumstances, be requested in advance of the time off desired. The Medical Center shall not unreasonably deny said request.

10.7.1 A nurse shall request the supervisor of his/her unit to schedule time off by giving notice in writing to the staffing office at least thirty five (35) days but not more than nine (9) months prior to the date when the earliest schedule covering such time off is to be posted. The Medical Center will respond in writing to such request no later than thirty (30) days after receipt of the request. Preference for available time off on the nurse’s unit and shift will be given to the request for same received on the earliest date by the staffing office.

10.7.2 All PTO requests submitted to the appropriate office when it is closed shall be considered as noticed to the Medical Center the next working day for that office. PTO submitted on a calendar day of Saturday or Sunday shall be considered noticed to
the Medical Center on the Monday immediately following the weekend. All such requests shall be date stamped for Monday’s date. Similarly, any PTO request submitted on a holiday shall be considered as noticed to the Medical Center on the following weekday.

10.7.3 If a nurse requests time off with less than thirty five (35) days’ notice, but at least one (1) week prior to the date when the earliest schedule covering such time off is to be posted, the Medical Center will consider such requests in the order received from among the nurses on the same unit and shift, to determine if scheduling will permit accommodation of the requests.

10.7.4 In the event two or more nurses on the same unit and shift request the same period of time off and such requests are received by the Medical Center on the same date, the Medical Center will seek to accommodate the requests, but, in the event the scheduling will not permit, the Medical Center will notify the nurses of the unresolved conflict. The senior such nurse shall be given preference provided that (a) they request such seniority preference in writing no later than five (5) days after notification by the Medical Center of the unresolved conflict, and (b) they shall not be eligible to exercise such right of seniority if they exercised it during the preceding two (2) years.

10.7.5 When time off is requested without prior approval due to an emergency or illness, a specific reason for the request is to be given. A nurse requiring time off without prior approval and on short notice must notify one departmental contact, as identified by Medical Center policy, at least two (2) hours prior to the starting time for the applicable shift, or as soon as the employee becomes aware of the need.

10.7.6 The Medical Center may not rescind PTO once it is granted except in extraordinary circumstances. If PTO is rescinded for extraordinary circumstances on less than 30 days’ notice, the Medical Center shall reimburse the nurse for all unavoidable documented non-refundable expenses due to the Medical Center rescinding PTO. A nurse may rescind a PTO request up to 30 days prior to the date when the schedule covering such time off is to be posted. Thereafter, rescission of such requested time off may be accomplished only if the Medical Center consents.

10.8 PTO Unit Guidelines. Guidelines for the granting and usage of PTO will be established by each Unit Based Council. Each such guideline will be provided to the Association.

10.9 Extended Absences.

10.9.1 Extended Illness Account (EIA). Each nurse shall maintain the hours accrued in their EIA as of the end of the last pay period of 2007. Existing EIA balances shall be frozen, as of that date, and may be used to supplement STD to 100% pay. Up to sixteen (16) hours of EIA may be utilized during the seven day waiting period to qualify for STD after a nurse has utilized twenty-four (24) hours of PTO, unless otherwise required by law.

10.9.2 Short Term Disability (STD). The Medical Center will make available to all full and part time nurses a short term disability plan identical to the plan offered to all other Medical Center employees, which plan may be changed by the Medical Center at its discretion as long as such changes are implemented for all other employees. Benefits and eligibility requirements shall be controlled by the plan documents. If the Medical Center modifies the short term disability plan, the Medical Center will provide the
Association with at least thirty (30) days advance notice and a review of the plan changes prior to implementation.

10.10 Payment of PTO and STD.

10.10.1 PTO (and EIA hours, until exhausted) will be paid at the time of use at the nurse’s straight-time hourly wage rate on the nurse’s regularly scheduled shifts.

10.10.2 All accrued but unused PTO will be paid upon termination. A nurse may also cash out PTO as follows: a nurse who has accrued at least 96 hours up to 160 hours of PTO may cash out up to 40 hours of PTO; a nurse who has accrued 161 to 200 hours of PTO may cash out 80 hours of PTO, and a nurse who has accrued more than 200 hours of PTO may cash out 100 hours of PTO. The election to cash out PTO must be made during the annual benefits re-enrollment period, and PTO cashed out will be paid in the final pay period of the following year. Additionally, a nurse may make a PTO cash-out request in the event of an emergency, subject to the discretionary approval of the Vice President for Human Resources of the Medical Center. PTO cashed out on an emergency basis will be paid at the rate of 90% of the otherwise applicable rate. Except as otherwise provided in this Article, a nurse is not required to cash out accrued PTO and may allow it to accumulate for future use or payment upon termination, if applicable.

10.10.3 Hours in the Extended Illness Account cannot be converted to PTO hours and are not payable, except according to the terms of the EIA policy.

ARTICLE 11 – LEAVES OF ABSENCE

11.1 General Provisions. Upon completion of probation, a regularly scheduled nurse may be granted a leave of absence without pay. All such requests must be presented in writing to the appropriate supervisor as far in advance as possible. Each case will be reviewed and considered for approval by the Medical Center. Leaves of absence that are not mandated by law shall be granted in a consistent and equitable manner. A nurse must utilize any applicable PTO or EIA hours accrued prior to the commencement of the leave of absence, except when required by law.

11.1.1 Non-accrual of service or benefits. The leave of absence protects the nurse’s accrued service record; however, a nurse will not accrue benefits or build service time during an unpaid leave.

11.1.2 A nurse may claim PTO or EIA during a leave at a lower number of hours than the nurse was regularly scheduled to work.

11.1.3 Continuation of insurance benefits. A nurse on a leave of absence may continue to obtain group insurance benefits at his or her own expense, except as otherwise required by law. A nurse shall not be eligible for continuation of insurance benefits during an unpaid leave of absence for more than three (3) months within any twelve (12) month period, except for a nurse performing light duty work as specified in Section 11.7 below.

11.2 Family and Medical Leave. Family, pregnancy and medical leaves of absence, including FMLA and OFLA, will be administered by the Medical Center consistent with applicable state and federal laws. A nurse will be required to use PTO hours during such leave.

11.3 Military Leave. A military leave of absence will be automatically approved upon the employee’s receipt of military orders from any branch of the United States Armed Services and/or training in reserve or National Guard Units. If a nurse is a member of the armed service reserve organization, a leave of absence of sufficient time may be granted to fulfill annual active
duty requirements. A nurse is not required to use his or her ELP during the military leave. No length of service restrictions apply to this policy if the department head is notified at the time of employment or enlistment. Nurses returning from military leave will be treated in accordance with federal and state law.

11.4 Return from Leave.

11.4.1 Except to the extent required by the FMLA, OFLA or similar statutes, the Medical Center will reinstate a nurse to the same position after leave of absence of six (6) weeks or less.

11.4.2 If the nurse’s former position is not available, the nurse will be offered the first comparable available vacancy for which the nurse is qualified which occurs after the Medical Center has been advised of the nurse’s desire to return to work. A nurse who returns following a FMLA or OFLA leave and provided the nurse returns within six months from the beginning of the leave, to a different position than the nurse left will have the option to fill the first opening comparable to the nurse’s prior position (position, unit, shift, including FT, PT, CPT status) that occurs without regard to the seniority of other nurses desiring the opening. This position preference shall continue for one year (365 days) from the beginning of the leave.

Upon return from a leave of absence, the nurse will receive the same step rate of pay, and accrue benefits at the same service level as prior to the leave of absence, unless the nurse’s status or position has changed as a result of the reinstatement, in which case the nurse will be compensated appropriate to that new position.

11.4.3 Worker’s Compensation. The Medical Center will comply with the worker’s compensation laws. A nurse injured on duty will receive regular wages while receiving medical attention on the date of his/her injury/illness. PTO may be used by the nurse for the first 3 consecutive days lost from work.

11.5 Absences With Pay.

11.5.1 Compassionate Leave. After ninety (90) days of continuous employment, a regularly scheduled nurse who has experienced a death of a significant person in the family life of the nurse will be granted up to three (3) scheduled days in the case of a full time nurse and two scheduled days in the case of a part-time nurse. For purposes of this paragraph, a significant person in the family life of the nurse shall be defined as a grandparent, parent, spouse, sibling, child, grandchild, the step or in-law equivalent of parent or child. All compassionate leave requests must be approved by the nurse’s supervisor prior to the leave. If additional time for the leave is necessary, the nurse must request additional paid or unpaid time as otherwise provided for in this Agreement and obtain the supervisor’s approval in advance which shall not be unreasonably denied. Spousal equivalent shall be treated the same as spouse if mandated by Oregon law, as applicable to organizations such as the Medical Center.

11.5.2 Jury duty. A nurse who is required to perform jury duty will be permitted the necessary time off to perform such service. The nurse will be paid his/her regular straight time rate of pay for the time served during scheduled work hours missed. The jury pay received from the court shall be retained by the nurse. The nurse must report for work if his/her jury service ends on any day in time to permit at least four (4) hours of work in the balance of the normal work day. The nurse will be paid the remainder of his
or her scheduled shift if no work is available. A nurse on jury duty will be scheduled for day shift for the period of required jury service.

11.5.3 **Court witness.** Nurses who are subpoenaed or requested by the Medical Center to appear as a witness in a court case during their normal time off duty will be compensated for the time spent in connection with such an appearance in accordance with the regular rate of pay. The court witness pay shall be retained by the nurse. A nurse who is a voluntary witness for other than the Medical Center may be excused from work if scheduling permits. The nurse, in this instance, shall not receive pay for work hours lost, but may use accrued ELP hours.

11.6 **Light Duty.** It is believed that assisting injured and ill nurses in emotional or physical rehabilitation is best accomplished by returning them to their regular job at the earliest possible time. The Medical Center will make every reasonable effort to provide temporary modified work assignments to these nurses. A regularly scheduled nurse who is injured and unable to perform the nurse’s normal position duties shall be assigned light duty work if appropriate work is available. Priority may be given to such nurse’s receiving workers’ compensation. While assigned light duty the nurse shall receive the nurse’s regular rate of pay plus applicable differentials and be eligible for accrual of ELP, accrual of seniority, continuation of retirement benefits and continuation of insurance benefits for a maximum period of three (3) months of such light duty work.

**ARTICLE 12 – SENIORITY AND LAYOFFS**

12.1 **Seniority.** Seniority shall mean the length of continuous service with the Medical Center as a registered nurse working in a position covered by this Agreement.

12.1.1 **Service outside bargaining unit.** A nurse who has accepted or accepts employment in a position outside the scope of this Agreement, and who is later employed by the Medical Center as a nurse hereunder, without a break in Medical Center service, will thereafter be credited with his/her previously accrued seniority as a nurse, his/her PTO and EIA accrual rates based upon total consecutive years of Medical Center service, and no less than his/her previously existing wage step (including credit for prior service within the pay step) as a nurse. Such a nurse will be on probationary status as a result of such return to the bargaining unit, unless the non-bargaining unit position was a registered nurse position or the nurse returns within twelve calendar months.

12.1.2 **Loss of seniority.** Length of service shall be broken by (1) layoff for lack of work which has continued for six (6) or more consecutive months; (2) leave of absence, other than a military or worker’s compensation leave, which has continued for six (6) or more consecutive months; or (3) termination.

12.1.3 **Seniority reinstatement.** Any non-probationary, non-temporary nurse who terminates from employment in the Medical Center bargaining unit and is rehired by the Medical Center to a position covered by this Agreement within a period of less than six (6) months from the date of termination will (a) be returned at the beginning of the nurse’s same wage step as prior to termination, (if the nurse returns to the same position and status) (b) not be required to complete a new probationary period, and (c) have his/her seniority, exclusively for purposes of this Article, restored.

12.2 **Filling of Vacancies.** The Medical Center will post within the affected department, on the intranet, Human Resources Department bulletin board and cafeteria bulletin board, a list of vacancies covered by this Agreement to be filled. The posting shall consist of the unit, shift,
scheduled standby/call requirement, weekend work requirement, minimum qualifications required, and numbers of hours per week of the vacancy. No vacancy shall be permanently filled unless it has been posted for a minimum of five (5) calendar days excluding weekends and holidays.

Once a vacancy has been filled, and unless an alternate transfer date is mutually agreed upon, a nurse shall assume the duties of the new position as assigned consistent with this Agreement, but shall assume the duties of the new position no later than the end of the four (4) week cycle following the cycle in which acceptance occurs. Vacancies will be filled as follows:

12.2.1 **Staff nurse vacancies.** The qualified senior nurse employed in the Medical Center and applying during the posting period will be given the first opportunity to fill the vacancy. The most qualified junior nurse applicant may instead be awarded the position, provided the junior nurse (1) has completed the new hire probationary period, and (2) the junior nurse is more qualified for the position based upon (a) qualifications as evidenced by certifications, education or workshop credits, or similar materials, and/or (b) demonstrated abilities as evidenced by satisfactory, exemplary or specialty service in a performance evaluation or other document(s). The Medical Center’s choice of the qualified senior nurse shall not be subject to challenge under the grievance procedure.

Notwithstanding the foregoing, if the candidates under consideration for the posted position in a unit routinely work in the same unit as the posted position and are able to fully perform the duties of the job, the position shall be awarded based on seniority.

12.2.2 **Charge nurse vacancies.** The Medical Center shall interview all qualified interested applicants applying for a charge nurse vacancy. When evaluating two or more candidates, if no candidate is superior based on greater experience, education, leadership skills or ability, the senior nurse shall be awarded the position. The Medical Center’s evaluation of the candidates’ experience, education, leadership skills or ability may be overturned in the grievance/arbitration process only if the Medical Center’s decision is arbitrary, capricious or discriminatory. Input from a unit-based nursing council interview committee shall be considered. The nurses interviewed shall be given the opportunity to supply the committee with a brief written resume, summarizing the candidate’s past experience, length of experience, reason for application and qualifications.

The successful applicant shall receive a three (3) month trial period including orientation. If, during such trial period, the Medical Center or the nurse determines that the nurse should not be continued in the position, the nurse shall be reassigned to his/her former position if it is available or to the same shift and number of hours he/she held immediately prior to the trial period. If the preceding sentence results in reassignment to a unit different to that to which he/she was assigned immediately before his/her trial period, and the nurse within six (6) months after such reassignment applies for a vacancy in his/her former unit, the nurse shall be given such preference as he/she would have had if the vacancy had been posted on the date when the nurse was last assigned to such former unit.

Charge and relief charge assignment is voluntary, provided another scheduled qualified nurse is available. A nurse shall not be required to work a relief charge assignment for more than twenty-five percent (25%) of his/her scheduled monthly hours without his/her consent.

12.2.3 **Posting/bidding exceptions.** Effective with the next posted schedule, a nurse may elect to decrease his/her scheduled position hours. Such election shall be
submitted in writing to the nurse’s manager, and may be approved in an equitable manner at the Medical Center’s discretion. Any such change may result in a change of status for the requesting nurse. Any hours given up by the nurse may be posted for bid.

Moreover, unless the Medical Center elects to use Section 12.2.1 or 12.2.2, no vacancy will be deemed to have occurred if the Medical Center, in its discretion, desires to increase the scheduled hours per week of a nurse by no more than one shift. Such hours will be posted in the unit involved for five (5) calendar days excluding weekends and holidays. The qualified senior, part-time nurse applicant on the shift where such hours will be scheduled will be given the first opportunity for such hours.

12.3 Work Force Reductions. The Medical Center retains the right to determine whether a permanent or prolonged reduction in personnel is necessary, the timing of such reduction in personnel, the number of FTEs to be eliminated, and in which groups of nurses layoffs will be effected. The parties further agree:

12.3.1 Definitions. A layoff shall consist of an involuntary reduction in the number of hours scheduled or worked.

12.3.2 Procedure. If the Medical Center determines that a permanent or prolonged reduction in personnel is necessary within one or more groups of nurses, the following shall occur:

1. A determination by the Medical Center shall be made regarding the number of positions to be eliminated in each affected unit.

2. The least senior nurses who occupy those positions (“nurses facing layoff”) within the affected unit shall be laid off.

3. In the event of a layoff, the Medical Center and the Association shall confer to determine the appropriateness of filling posted bargaining unit positions externally.

4. The nurses identified and notified pursuant to paragraph 2 above may fill an open position in the bargaining unit. Alternatively, nurses may exercise the bumping rights set out in Section 12.3.2.5 below.

5. Nurses facing layoff may take advantage of bumping rights as follows:

   a. The least senior nurses in the Medical Center (equal in number to the number of positions identified in Section 12.3.2.1, above) shall be identified (the “least senior nurses”).

   b. The Medical Center shall evaluate the qualifications of: the least senior nurses, the nurses facing layoff, and the qualifications needed for any open positions available in the Medical Center.

   c. In the event that any of the least senior nurses would not be qualified to fill available openings, the nurses facing layoff shall be required, in reverse order of seniority, to fill available openings. For all such openings filled pursuant to this provision, the normal orientation as established in Section 8.12 shall apply. A nurse identified pursuant to this subparagraph who chooses not to fill an available opening for which he or she is qualified shall be laid off.
d. Nurses identified for layoff who have not filled available openings (either voluntarily, as set forth in Section 12.3.2.3 or as required, as set forth in subparagraph (c), above) may displace the least senior nurses provided they are qualified as set forth in Section 12.3.2.7, below. Nurses who exercise bumping rights who are evaluated as unsatisfactory after the orientation or training ordinarily provided for the position shall be laid off.

e. On request, the medical center will confer and seek mutual agreement with the Association regarding the Medical Center’s assessment of the qualifications of any nurse impacted by this Section 12.3.2. The Medical Center determination of the nurses’ qualifications in this Section may be reversed in the grievance and arbitration process only if it is arbitrary, capricious and discriminatory.

6. Least senior displaced nurses who are not qualified for an open bargaining unit position shall be laid off.

7. All nurses must be qualified to perform the essential functions of the position they are to assume without training, excluding orientation specified in Section 8.12, unless the displaced nurse is in training. In this case the nurse taking the position will additionally be offered any remaining period of training as available to the displaced nurse.

12.3.3 Severance. Nurses separated from employment pursuant to Section 12.3 will be provided severance pay equal to one week of pay for every full year of continuous service at the Medical Center. The minimum severance is two weeks. Severance payments will be paid at the nurse’s regular rate of pay, paid over time at the same schedule as while employed. If a nurse’s anniversary date falls within thirty days of the separation date, an incomplete year will be rounded up. The election of severance is at the nurse’s option; a nurse who elects to receive severance waives recall rights under Section 12.3.6; if a nurse does return to employment, his or her seniority will be adjusted solely for the purposes of future severance payments. Nurses electing severance in lieu of recall rights will be required to accept a specific release of claims against the Medical Center, limited to claims against the Medical Center arising out of his or her employment, which shall affect as broad a release as is legally allowed. Nurses covered under the CHI Medical Plan on their last day worked shall continue to be covered under the Plan until the end of the month in which their severance pay ends.

12.3.4 Notice. Where possible, the Medical Center shall provide at least fourteen (14) calendar days’ advance notice to nurses identified in accordance with paragraph 2 of Section 12.3.2 above. The Medical Center will also give the Association written notice prior to instituting such action. The Medical Center will confer with the Association and meet upon request, to discuss such action, provided, that such meeting will not delay the implementation of the work force reduction.

12.3.5 Performance of remaining work. The work remaining after a work force reduction shall ordinarily be performed by currently employed nurses until the Medical Center determines that recall shall be initiated. Nurses on layoff subject to recall may request shifts through the BidShift program following the close of the period for casual part time nurses to select shifts. Should more than one nurse then bid on a shift it shall be awarded to the most senior nurse on the recall list who bid. Notwithstanding 12.3.5, nurses shall not be utilized to
perform work on a regularly scheduled basis that could be performed by a nurse on layoff status who is qualified for and interested in being recalled for such work.

12.3.6 Recall. Nurses shall be recalled from layoff in reverse order of layoff; the Medical Center shall solely determine when to initiate a recall from layoff. When reemployment is offered by verbal or certified written notice to a nurse who has been laid off, the nurse will have 72 hours to accept or reject the position(s) offered. The Medical Center shall offer all open and available bargaining unit positions to the laid off nurse. If the nurse fails to respond within the 72 hours, or if the nurse rejects all positions for which he or she is qualified, the nurse forfeits all further right to recall, and employment with the Medical Center shall be terminated. It shall be the responsibility of the nurse who has been laid off to provide the Medical Center with the current telephone and/or address where he/she may be reached. Nurses recalled to a position and department other than the one from which the nurse was laid off must meet the qualifications of the position. Nurses outside the Medical Center shall not be employed for a vacancy in the bargaining unit if there is a nurse on the layoff list with the required experience and qualifications. Recall rights under this Section continue for the length of time for which seniority is retained under Section 12.1.2.

12.3.7 Shift preference. A nurse who accepts recall, or has been displaced, to a position on a shift and/or unit other than the shift from which the nurse was laid off or displaced, shall retain preference over all other applicants to return to open positions on the nurse’s original shift and/or unit, until return to that shift and/or unit. This preference, for which the Medical Center shall have no notification obligation, shall continue for a period of one year from the date of displacement or recall.

12.3.8 Benefits and seniority. Benefits and seniority shall not accumulate during the layoff period.

12.4 Low Census. In the event of low census days/hours, the nurse manager or designee in charge of the department where low census occurs will assign days/hours off by first seeking volunteers. If there are insufficient volunteers, nurses shall be placed on low census in the unit and shift where the low census occurs in the following order: (1) “agency” traveler and temporary nurses, (2) nurses working at a premium rate of pay, (except for Float Pool premium), (3) casual part-time nurses scheduled following the posting of the work schedule, (4) regular nurses who are working that shift in excess of their regularly scheduled hours, (5) casual part-time nurses scheduled on the posted work schedule, and (6) finally, by a system of rotation among the remaining nurses, provided the remaining nurses shall be qualified and available to perform the available work. The system of rotation shall be established by the applicable unit-based council, copies of which will be kept on the unit and in Nursing Administration, and will be sent to the Association on request.

12.4.1 Float pool exception. Float pool nurses shall have the option of orienting to additional nursing units during a low census assignment until they have completed and maintained orientation to a minimum of three (3) nursing units. For purposes of low census rotation float pool nurses shall take the spot in the rotation of the nurse whose position the float pool nurse is filling.

12.4.2 In the event a group of nurses believes a prolonged period of low census or reduced hours no longer can be effectively managed by the low census rotation system, such nurses may request an opportunity to meet with nursing administration and association representatives to discuss possible options for addressing their concerns. Such discussions may include alternative staffing patterns or a permanent reduction in hours or positions. In the event
that management determines that the most appropriate option available is a permanent reduction in hours then the layoff provision in this article will apply in meeting the needed reduction.

12.5 Work Force Reorganization. The provisions of this Section shall apply in the event of a work force reorganization that may involve layoffs. A work force reorganization shall include staffing changes resulting from a merger or consolidation of two or more units, increases or decreases in FTE status among bargaining unit members.

12.5.1 Notice. Prior to implementing a work force reorganization, the Medical Center will provide the Association a minimum of three (3) weeks notice (more if possible), except in exigent circumstances. The Medical Center shall provide as much information as is readily practicable in the circumstances.

12.5.2 Bargaining rights and obligations. The Medical Center shall, upon demand by the Association, bargain the impact of work force reorganizations (either to agreement or to impasse, after which such changes may be implemented) during the term of this Agreement, provided the bargaining be conducted in good faith within the appropriate time frame.

12.5.3 Layoffs. In the event a unit reorganization involves layoffs, the procedures outlined in Section 12.3.2 shall be followed.

ARTICLE 13—HEALTH, WELFARE AND EMPLOYMENT BENEFITS

13.1 Medical, Dental and Vision Plans. Group medical, dental and vision plans shall be provided to all full-time and part-time employees. Eligibility, deductibles and co-payments shall be defined by the plan documents. The plan(s) will be the same plan(s) as are provided to all other Medical Center employees and may be changed by the Medical Center at its discretion so long as such changes are also implemented for all other employees. The Medical Center shall attempt to continue to offer at least two medical plans. The Medical Center shall contribute an amount no less than that scheduled below for the cost of the Medical Center provided medical insurance plans (including vision) for each regular full-time and part-time nurse and his/her dependents.

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13.2 **Medical, Dental, Disability, Vision and Life Plan Changes.** Prior to modifying any of its current medical, dental, disability, vision or life insurance plan(s) or providing an alternative plan(s), the Medical Center will provide the Association at least thirty (30) days’ notice and a review of the plan changes prior to implementation. The Medical Center shall, upon demand by the Association, bargain the impact of any changes to any of these plans (either to agreement or impasse, after which such changes may be implemented) during the term of this Agreement, providing the bargaining be conducted in good faith within the appropriate time frame. Plan changes may include options for buy-up provisions. Plan costs, benefits and eligibility requirements, including any changes thereto, shall be the same as for all Medical Center employees.

13.3 **Long-Term Disability Plan.** The Medical Center shall provide a long term disability ("LTD") plan for its eligible employees identical to the LTD plan offered to all other Medical Center employees, which plan may be changed by the Medical Center at its discretion so long as such changes are implemented for all other employees. LTD benefits, eligibility and administration shall be according to the plan documents. If the Medical Center modifies its current LTD plan or provides an alternate LTD plan, the Medical Center shall provide the Association with at least thirty (30) days’ advance notice and review of the plan changes prior to implementation.

13.4 **Life Insurance.** The Medical Center shall provide basic term life insurance for its full-time and part-time employees on the same terms as it is offered to all other employees of the Medical Center. Life insurance benefits and eligibility requirements for participation shall be defined by the plan documents. Full-time and part-time employees may purchase supplemental portable life insurance for themselves and dependents at their own expense, on the same terms as offered to all other employees of the Medical Center.

13.5 **Retirement Program.** The Medical Center will provide a retirement plan for its eligible employees identical to the retirement plan offered to all other Medical Center employees, which plan may be changed by the Medical Center at its discretion as long as plan costs, benefits and eligibility requirements, including any changes thereto, shall be the same as for all Medical Center employees. Retirement benefits and eligibility requirements for participation shall be defined by the plan documents. If the Hospital modifies its current retirement plan or provides an alternative plan, the Hospital will provide the Association with at least thirty (30) days’ advance notice and a review of the plan changes prior to implementation.

13.6 **Tax Deferred Retirement Plan.** The Medical Center will provide a 403(b) plan to all employees for tax deferred contributions. All contributions will be at employee expense.
13.7 **Flexible Spending Account.** The Medical Center shall provide a tax free payroll deduction for all part-time and full-time employees for use for eligible expenses.

13.8 **Financial Institution Payroll Deduction.** Employees may access payroll deduction for contributions to a bank, credit union, savings and loan association or similar institution of their choice. The employee may designate up to three (3) accounts for which the Medical Center will undertake payroll deduction.

13.9 **Workers’ Compensation.** Nurses shall be covered by State Workman’s Compensation Insurance or equivalent private insurance coverage.

13.10 **Medical Center Discounts.** The Medical Center shall provide a discount in the cafeteria for all employees identical to the discount provided to all other Medical Center employees.

13.11 **Child Care.** The Medical Center will subsidize the cost of an employee’s child care services provided by Cobb Street Learning Center at the same level of subsidy provided to all Medical Center employees.

13.12 **Employee Assistance.** All employees may access the Employee Assistance program at no cost to the employee.

13.13 **Immunizations and Testing.** The Medical Center shall provide Hepatitis B vaccine to nurses who request it at no cost to the nurse if the nurse completes the three-shot series. TB testing shall be provided to all employees annual at no cost. Should an employee require a chest x-ray exam in lieu of TB testing, it shall be provided at no cost. Flu shots shall be provided annually to all employees subject to limitations based on the availability of serum.

13.14 **Laboratory Examinations and Physical Examinations.** Laboratory examinations and physical examinations, when required by the Medical Center because of exposure to communicable diseases or due to work-related injury or illness, shall be provided by the Medical Center or its workers compensation insurance, at no cost to the nurse.

    The Medical Center shall also grant at no cost to the nurse HIV/Hepatitis B/C tests of the nurse as soon as practicable after the nurse informs the Medical Center that she/he believes that she/he may have been exposed to the HIV/AIDS/Hepatitis B/C virus in the course of his/her duties. At the request of the nurse, subsequent tests will be offered at six (6) weeks, twelve (12) weeks, six (6) months, and one (1) year after the exposure (or as recommended by the Federal Centers for Disease Control).

13.15 **Safe Equipment.** No nurse shall be expected to operate any equipment or to perform a work assignment that would cause his/her imminent danger, and would reasonably be considered to be unsafe by a normally prudent individual.

13.16 **Quarantine Time Loss.** Time lost from work because of quarantine after exposure to a communicable disease at work will be compensated at the nurse’s regular rate of pay to the extent not covered by workers’ compensation if the nurse is disqualified from nursing duties by the Medical Center, when temporary work outside of patient care is not available.

**ARTICLE 14 – PROFESSIONAL DEVELOPMENT**

14.1 **Performance Appraisal.** Each nurse will ordinarily be given a performance appraisal by the nurse’s supervisor each calendar year (beginning the year after the year containing the nurse’s probationary period). The nurse will be shown the appraisal and have the right to respond in writing. The appraisal, the nurse’s response, and the reply by the nurse’s supervisor, if any,
will be included in the nurse’s personnel file. A copy of the appraisal and goal statements, if any, will be furnished to the nurse.

14.1.1 The performance appraisal shall not be used as a substitute for just cause discipline.

14.1.2 Nursing competency and skills checklists shall be reviewed and amended on each nursing unit, as appropriate, by the unit-based council registered nurse subcommittee.

14.2 Continuing Education and Educational Assistance. Professional development is a shared responsibility. The Medical Center agrees to maintain a continuing education program for all nurses. Each nurse is encouraged to present suggestions for improving the program to his/her supervisor. Nurses are expected to attend in-service educational functions during their normal shifts, with the prior approval of the Medical Center. When it is not possible for a nurse to attend a voluntary in-service educational function during his or her normal shift, the nurse may choose, with the approval of the Medical Center, to attend and be compensated for that function held at an alternative time outside of his or her normal shift, provided that the nurse’s attendance does not otherwise cause the nurse to receive a premium or overtime rate of pay. Posted Medical Center Educational offerings will indicate nursing units approved for attendance, if approval is limited. In the event a nurse is required by their licensure or the Medical Center to attend in-service educational functions or unit staff meetings outside of his/her normal shift, time spent at such functions will be considered as time worked under this Agreement. All in-services that impact a nurse’s evaluation shall be considered mandatory. A minimum of two (2) hours’ appropriate pay based on the nurse’s Appendix A wage rate shall be paid for attendance under the preceding sentence, if the time spent at such functions is not continuous with the nurse’s normal shift. Regular nursing unit meetings may be scheduled by the Medical Center at its discretion, and attendance shall be paid consistent with this section. If a minimum number of in-service hours is required to meet evaluation requirements, attendance up to that number of hours shall be considered mandatory.

14.3 Educational Time and Expenses.

14.3.1 RN Professional Development Fund. Nurses shall be granted time off for voluntary educational purposes as the Medical Center determines appropriate as set forth below. Every fiscal year (beginning the first fiscal year after the effective date of this Agreement) the Medical Center shall establish a budget for nurse education. This budget item shall be no less than $85,000 for bargaining unit nurses the first year. That information shall be provided to the Association. Except in cases of financial exigency as the Medical Center may determine, that budgeted amount shall be devoted to nurse education, as set forth in this Article. Education expenditures for Fiscal Year 2008 (July 1, 2007 – June 30, 2008) shall not be less than the amount set forth above.

14.3.2 Education Expenses. Each nurse shall be eligible to use up to $300 per fiscal year for travel and lodging expenses related to the costs of an approved educational event. Application for education expense shall be at least 30 days in advance to Department Director and shall not be unreasonably denied. Nurses who believe that their application has been unreasonably denied may appeal the denial to the Professional Nurse Practice Council (PNPC) in a timely fashion. The PNPC’s decision shall be final and binding, unless in the determination of the Vice President of Nursing the effect of the decision would be to exceed the educational budget specified in Section 14.3.1 above.

14.3.3 Registration Fees. The Medical Center will pay the registration fee for any approved educational event.
14.3.4 Criteria for use. Educational time off must be used for bona fide education related to the nurse’s current position or likely nursing opportunities within the Medical Center, which will benefit both the Medical Center and the nurse. Educational offerings for basic core competencies and other requirements for the nurse’s current position shall be excluded. This includes approved online offerings. The Medical Center may require nurses to make oral and/or written presentations regarding their educational experience to other Medical Center staff. The Professional Nurse Practice Council shall review compliance, in an advisory capacity, in the application of these criteria.

14.3.5 Hours compensated. A nurse granted educational time off on the nurse’s regular scheduled day of work shall be compensated for all hours of inservice education. If the education does not last all of the nurse’s regularly scheduled shift, and he or she previously arranges to report to his or her home unit prior to or after the education for work assignment, the nurse shall be assigned work for the remainder of his or her shift and shall be compensated for all such hours. If the nurse does not previously arrange to report to work, the nurse may use PTO or unpaid time, at his or her choice. Educational time on a nurse’s regular day off shall be compensated at the nurse’s regular rate of pay for all hours in the class. Education out of the Roseburg area will ordinarily require the nurse to be scheduled for the educational time for the entire day(s) of education, and the nurse need not report to work on such day to receive the nurse’s regular scheduled compensation.

14.3.6 Procedure and unit guidelines. Requests for educational days should be made no later thirty five (35) days prior to the posting of the schedule covering the period in which the days are sought. Requests made on shorter notice are at risk of not being approved. The Medical Center will respond as soon as possible, but no later than the posting of such schedule. If nurses are concerned about registration or refund deadlines, they shall make such concerns known, with supporting documentation, at the time of the request for educational days. Approval of educational day requests shall be subject to staffing needs on the date(s) requested and shall not be unreasonably denied. When the full number of educational day requests cannot be approved, preference will be given to the earliest received request(s).

14.3.7 Casual part-time application. A casual part-time nurse shall be eligible for compensation, expenses and registration fees as required by this article for all mandatory training required by their licensure or the Medical Center.

14.3.8 Educational Utilization Review. The details of voluntary education requests, expenses and utilization by bargaining unit members shall be made available by the Medical Center upon request and reviewed by the PNPC and the Association approximately every six months. Near the end of the first full fiscal year, during budget planning, the PNPC shall make a needs assessment and an allocation and budget recommendation to the Medical Center for the next year’s nurse education budget. A representative of the Staff Development department shall be included in PNPC deliberations on these issues. The Association may also discuss their recommendations with the Medical Center at a labor management meeting.

14.4 Tuition Reimbursement and Educational Loan Program. The Medical Center shall afford nurses the opportunity to participate in the Education Assistance Fund. Should the Medical Center determine that the Education Assistance Fund should be revised, the Association shall be given thirty (30) days’ advance written notice of the changes and the parties shall bargain over the proposed changes (either to agreement or impasse, after which such changes may be implemented) during the term of this Agreement, provided that bargaining be conducted in good faith within the appropriate time frame.
ARTICLE 15 – PROFESSIONAL NURSE PRACTICE COUNCIL (PNPC)

15.1 Recognition. A Professional Nurse Practice Council shall be maintained at the Medical Center. Its objectives shall include:

A. Coordinating constructive and collaborative approaches with the Medical Center to problem solving regarding professional issues.

B. Identifying and designing solutions to hospital wide issues involving patient care.

C. Considering issues related to the practice of nursing.

D. Working to improve patient care and nursing practice.

E. Recommending to the Medical Center ways and means to improve patient care.

F. Collaborating with other hospital departments on patient care issues as needed.

G. Resolving issues involving more than one Unit Based Council as needed.

15.2 Responsibility. The Medical Center recognizes the responsibility of the Council to make written recommendations to the Vice President of Nursing regarding (1) objective measures to improve patient care, (2) policy and standards for all nursing departments, and (3) to advise and assist the Medical Center regarding guidelines and priorities for expenditures from the professional development funds specified in Article 14.

15.3 Composition. The Professional Nurse Practice Council shall be composed of up to ten (10) registered nurses employed at the Medical Center and covered by this Agreement. The staff nurse Council Members shall be elected annually by July 1st by each unit-based council. The Council membership shall also include one unit director, one member from staff development and the Vice President of Nursing. Staff nurse vacancies on the Council may be filled by the appropriate unit based council. The Council shall annually elect a bargaining unit staff nurse from within the Council to serve as chairperson and a second nurse to serve as secretary. The previous year’s chairperson shall serve as vice chairperson. Any member may be removed by the Council for cause which includes failure to attend three (3) consecutive council meetings.

15.4 Decision Making. Each member of the Council shall have one vote. A quorum is required to set or change policy and to form special interest subcommittees. Each special interest subcommittee shall be given a starting and ending date. A quorum shall consist of 50% plus one of all Council members. Decisions made by the Council shall be evidence based if possible with sources cited.

15.5 Council Meetings. The Council shall, with the Council Chair and Vice President of Nursing’s coordination of time and place, meet every month, as deemed appropriate by its members, for 2 (two) to 4 (four) hours as needed. This is paid time and patient care relief must be provided by the Medical Center. The Chairperson shall prepare an agenda in consultation with council members (including executive, HIPAA, personnel and confidential agenda items) and the secretary shall keep minutes of all meetings, copies of which shall be provided to the Vice President of Nursing, the Medical Center Administrator, and the Association. Copies of the minutes and council members’ names will be posted in each nursing unit. Non-voting Association, Medical Center, or staff nurse observers may attend meetings, but may be excused by the chairperson or the Vice President of Nursing, with the consent of the council. If the council does not consent, the Vice President may table the agenda item or move to an executive session over the objection of the council if open discussion of the matter would violate HIPAA or would otherwise involve personnel or other legitimately confidential information.
15.6 **Agenda.** Appropriate agenda items may be submitted for consideration to the chairperson of the Council from members of the nursing staff, nursing administration and the Medical Center administration. Items involving the interpretation of this professional Agreement will be excluded from discussion by this Council unless a mutually agreed special project necessitates such discussion.

15.7 **Council Liaison.** The chairperson of the Nurse Practice Professional Council may attend the Staffing Council meetings.

15.8 **Council Invitations.** The Vice President of Nursing or his/her designee may bring to Council meetings such other individuals, including department heads, whose participation may help to enhance the parties’ dialogue and/or to further their collaborative alliance. An expert on specific topics may be invited by a Council member. They may be intradepartmental or from an external source including Association members or staff.

15.9 **Staffing.** The Medical Center further recognizes the responsibility of the Council to refer issues and make recommendations to the Hospital Staffing Committee when appropriate.

**ARTICLE 16 – NURSING CARE AND STAFFING**

16.1 **Legal Authority.** The Medical Center recognizes the legal and ethical obligations inherent in the nurse/patient relationship and the accountability and authority of the registered nurse in his or her individual practice. The Association additionally recognizes that the Medical Center is charged with the responsibility to provide appropriate care to all of its patients. Neither the Medical Center nor bargaining unit nurses may rely on this Article, or any other provision of this Agreement, as a basis to impose, disregard, circumvent or violate any lawful directive issued to a nurse by appropriate supervision.

16.2 **Nursing Assessment.** Only the bargaining unit and non bargaining unit registered nurse coordinates a patient’s total nursing care needs, including assessment, diagnosis, planning, intervention and evaluation.

16.3 **Delegation.** A registered nurse will not be required or directed to assign or delegate nursing activities to other personnel in a manner inconsistent with the Oregon Nurse Practice Act.

16.4 **Staffing System.** The Medical Center shall continue to comply with ORS 441.162, a copy of which is attached to this Agreement as Appendix E.

16.5 **Evaluation of Staffing Method.** Nurses are encouraged and expected to notify their supervisor of staffing issues. The Medical Center will make available appropriate methods for reporting staffing concerns, including the ONA Staffing Request Documentation Form, on each nursing unit and shift, and will assure that documentation of staffing deficiencies and requests are not discouraged. A nurse who fills out such a report shall submit it to his/her immediate supervisor with a copy to the Professional Nurse Practice Council for concurrent review. The Council will review at each meeting any such reports received since their last meeting. The appropriate nursing administrator or designee shall respond within one month in writing to each nurse submitting such a written formalized report. The Council may make recommendations to the Staffing Council for their consideration.

16.6 **Staffing Committee.** The Medical Center shall maintain the structure, duties and role of the Staffing Council in compliance with ORS 441.162. Should the Medical Center anticipate substantially changing the Staffing Council, the Medical Center will give the Association a minimum of ten (10) days’ written notice of the anticipated changes, and bargain with the
association over such changes (either to agreement or impasse, after which such changes may be implemented) during the term of this Agreement, provided that such bargaining be conducted in good faith within the appropriate time frame. Draft minutes shall be circulated for review to participants from this meeting for approval and then shall be printed and distributed by the Medical Center to bargaining unit nurses and administrators in a timely fashion, not to exceed ten (10) calendar days from the date of the meeting.

16.7 Unit Based Council(s) (UBC). Each nursing unit will develop and maintain a unit based council which may consist of between two (2) and nine (9) bargaining unit staff nurses depending on the total number of bargaining unit staff nurses in the nursing unit, as well as other employees working in the unit. The ratio of bargaining unit staff nurses to other employees on the council shall be approximately equivalent to the ratio of bargaining unit staff nurses to other employees in the unit. The nurse Council Members shall be elected annually by July 1st by the bargaining unit staff nurses within that unit and shall serve staggered two-year terms to ensure continuity. Elections will be by secret ballot and ballots shall be counted by the chairperson and secretary at a unit based council meeting. Nurses may self nominate for the positions. It is the goal of a UBC to have at least one (1) newly graduated nurse member. Vacancies on the Council may be filled by the unit-based council from among the top vote recipients from the most recent election. The bargaining unit staff nurses of each UBC shall elect one bargaining unit staff nurse member to serve as its representative on the Professional Nurse Practice Council. The unit-based council will be responsible for communicating, monitoring, and trouble shooting compliance of decisions from the Professional Nurse Practice Council and to set policy for its particular nursing area. A standing or ad hoc bargaining unit staff nurse subcommittee may additionally be established and given authority to deal with nursing practice issues and contractual unit guidelines (e.g., ELP, on-call, unit specific education, and low census rotation system). The Unit Based Council may be part of a core group to interview new employees, including supervisory (lead, coordinator, manager) employees for their unit, but the final decision rests with the Unit Director. All recommendations made by such committees must be in compliance with the current contract, with applicable legal requirements, and with Medical Center policy and procedure.

16.7.1 Chairperson selection. The council members shall, by consensus, select a non-supervisory employee to serve as chairperson. It is expected that the chairperson shall serve for a term of 12 months. The previous year’s Chairperson shall serve as Vice Chairperson. A Secretary shall be selected from the members of the Council and shall be responsible for recording minutes of all meetings of the Council.

16.7.2 Agenda and minutes. Council and subcommittee agendas shall be set by the Council Chairperson with input from the group participants (including executive, HIPAA, personnel and confidential agenda items). An open comment period will be posted each month in the nursing unit with an open and closing date for solicitation of comments and topics for discussion at the next UBC meeting. Meeting minutes shall be made available to all unit nurses by posting in the unit, the Professional Nurse Practice Council, the Vice President of Nursing, and the Association. The members of the UBC shall also be posted in the unit.

16.7.3 Issue resolution. Decisions and recommendations shall be by consensus, or as otherwise specified by this Agreement. Each member of the Council shall have one vote. A quorum is required to set or change policy and to form special interest subcommittees. Each special interest subcommittee shall be given a starting and ending date. A quorum shall consist of 50% plus one of all Council members. Recommendations made by the Council shall be evidence based if possible with sources cited. Directives from regulatory agencies or administrative council may be discussed for implementation but are not open for decision making. Issues that
cannot be satisfactorily resolved at the unit council level may be forwarded to the appropriate Medical Center committee (e.g., staffing, safety, Professional Nurse Practice Council and/or the Association negotiating committee) for processing. All such referrals shall be reflected in the minutes. If forwarded to the Professional Nurse Practice Council and/or the Association negotiating committee they will review all such issues of concern and determine if further action is warranted. An expert on specific topics may be invited to help the Council in its gathering of information. They may be intradepartmental or from an external source including Association members or staff.

16.7.4 Meeting Times. The Unit Based Councils will meet every 30 (thirty) to 60 (sixty) days as needed for two (2) to four (4) hours. This is paid time and patient care relief must be provided by the Medical Center. Non-voting Association, Medical Center, or staff nurse observers may attend meetings, but may be excused by the chairperson or the department director, with the consent of the council. If the council does not so consent, the department director may table the agenda item or may move into executive session over the objection of the council if open discussion of the matter would violate HIPAA or would otherwise involve personnel or other legitimately confidential information.

ARTICLE 17 – NO STRIKE, NO LOCKOUT

In view of the importance of the operation of the Medical Center facilities in the community, the Medical Center and the Association agree that, during the term of this Agreement, (a) there will be no lockouts by the Medical Center, and (b) neither the Association nor its officers, employees, agents or other representatives, not any individual nurses or any group of them, shall authorize, assist or participate in any strike, including any sympathy strike, picketing, walkout, slowdown, or any other interruption of work of any nature whatsoever by bargaining unit nurses. This provision shall not be interpreted to prohibit nurses from voicing conscientious quality of patient care concerns, but any nurse participating in any interruption of work may be subject to immediate discipline up to and including termination. Such discipline shall be subject to limited review under the grievance/arbitration provisions of this agreement, limited to the issue of whether the conduct for which discipline was imposed violated the provisions of this article.

ARTICLE 18 – GENERAL PROVISIONS

18.1 Sale or Transfer. In the event the Medical Center is sold, leased, or otherwise transferred to be operated by another person or firm, the Medical Center shall have an affirmative duty to call this Agreement to the attention of such firm or individual and, if such notice is so given, the Medical Center shall have no further obligation hereunder.

18.2 Superseding Document. This Agreement constitutes the entire Agreement and understandings arrived at by the parties after negotiations and replaces all previous agreements, written or oral.

18.3 Bargaining During Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the parties’ consideration, and that all written agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties hereto, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, excluding the parties’ legal obligation to bargain the alteration of existing terms or working
conditions of employment. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

18.4 Past Practices. Past customs or practices shall not be binding on the parties unless they are well established, or have been superseded by a new or revised personnel policy adopted by the Medical Center pursuant to Section 5.2 (except that past practices or policies may not be changed through the adoption of a new personnel policy during good faith bargaining for a successor to this Agreement). For purposes of this paragraph, “well established” shall mean that the benefit or privilege is unequivocal and readily ascertainable as an established practice accepted by both the Association and the Medical Center over a reasonable period of time.

18.5 Safety Committee. The Association will appoint a nurse volunteer to the Medical Center’s Safety Committee, or any committee designed by the Medical Center as the successor to such Committee. The nurse’s time spent at Committee meetings will be compensated as time worked, and the nurse will be released from duty as necessary to attend such meetings.

18.6 Labor Management Committee. A joint committee consisting of Medical Center management and Association negotiating team members, with optional appointees, shall routinely meet with the intent of proactively resolving contract and other workplace issues. It is the intent of the parties that these meetings shall be utilized to clarify contract interpretations, address workplace issues as they arise, and reach new supplemental agreements when necessary. The committee shall be co-chaired by a representative of the Medical Center and the Association, with a jointly adopted agenda by its members. It is the parties’ intent not to utilize this forum to discuss and address grievances.

   Minutes of the meeting shall be prepared and approved by the co-chairs or designees in a timely fashion. Minutes shall be distributed by the Medical Center to bargaining unit nurses. Bargaining unit members shall be compensated as hours worked for attendance at the meeting. The Medical Center will seek in good faith to allow nurses the necessary time off for participation in this committee.

18.7 Identification Badges. The Medical Center shall replace identification badge at no cost to the nurse when the badge is lost due to catastrophic events beyond the nurse’s control. Nurses shall be allowed to wear ONA logos and buttons on their badges and uniforms, so long as such logos or buttons do not obscure the name, title or photograph on the nurse’s badge.

18.8 Nursing Uniforms. A majority of nurses in a unit may petition the appropriate Unit Based Council to revise nursing uniforms. A majority of the UBC may petition the Medical Center to revise nursing uniforms. The Medical Center shall fully and fairly evaluate any such request. If the request is denied, the issue shall be referred by the Medical Center to the Labor Management Committee for consideration including issues relating to the cost and the possibility of staff, patient, or visitor confusion.

18.9 Drug and Alcohol Policy. The Medical Center shall adhere to its Drugs and Alcohol policy as it may be revised from time to time. This policy is and shall remain consistent with the following principles:

   18.9.1 Recognition that drug and alcohol abuse and misuse is a treatable disease.

   18.9.2 Testing may be conducted for job applicants, for reasonable suspicion for Medical Center employees and randomly either as part of a follow-up program for Medical Center employees found to have violated this policy, or by utilizing third party blind selection methodology.
18.9.3 Reasonable suspicion will be documented by at least two Medical Center employees and shall include objective observable signs of impairment or possession, or involvement in a sentinel event or accident when there is reasonable suspicion that impairment or use of illegal drugs or alcohol contributed to the sentinel event or accident; provided that in the event discipline or discharge results from any testing arising from a determination of reasonable suspicion, the determination of reasonable suspicion shall not be subject to review in any grievance or arbitration under this Agreement concerning such discipline or discharge.

18.9.4 Testing shall be conducted in a private manner so as to assure confidentiality for the employee. Test results shall be kept in a secure location accessible on a need to know basis only by Medical Center employees.

18.9.5 Searches of hospital property may be conducted randomly and without notice. Searches of employees’ property may be conducted only where reasonable suspicion can be documented and ordinarily in the presence of the employee, provided that, in the event discipline or discharge results from any searches arising from a determination of reasonable suspicion, the determination of reasonable suspicion shall not be subject to review in any grievance or arbitration under this Agreement concerning such discipline or discharge.

18.9.6 Determination of test results shall be made by an outside Medical Review Officer trained in the interpretation of test results.

18.9.7 Employees shall be given an opportunity to enter a treatment program in lieu of termination for positive test results, provided the employee’s most recent evaluation was satisfactory and the employee is not on a final written warning work plan or subject to one unrelated to the current drug policy violations. Employees returning following such treatment shall be given a last chance agreement and must comply with any requirements of the last chance agreement and the OSBN Monitoring Program.

18.9.8 A positive drug test may not be used as a defense against otherwise imposed just cause discipline.

ARTICLE 19 – SEPARABILITY

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

ARTICLE 20 – DURATION AND TERMINATION

20.1 Duration. This Agreement shall be effective the first full payroll period following its ratification by the nurses, except as otherwise specifically provided for herein, up to and including June 30, 2010, and from year to year thereafter if no notice is served as hereinafter provided.

20.2 Modification/Termination Notice. If either party wishes to modify or terminate this Agreement it shall 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. Both parties, at least seven (7) calendar days before negotiations begin, will make a good faith effort to provide the other party in writing with modifications it wishes to make.

For Medical Center: ____________________________

For the Association: ____________________________

Date: ____________________________

For Medical Center: ____________________________

For the Association: ____________________________

Date: ____________________________

For Medical Center: ____________________________

For the Association: ____________________________

Date: ____________________________
APPENDIX A – WAGE RATES

A. Effective upon ratification of this Agreement wages shall continue to be:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>January 1, 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>26.29</td>
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<tr>
<td>2</td>
<td>26.68</td>
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<td>3</td>
<td>27.19</td>
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<td>9</td>
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<td>10</td>
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<td>13</td>
<td>33.56</td>
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<td>14</td>
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<td>15</td>
<td>34.88</td>
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<td>34.43</td>
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<td>21</td>
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<td>22</td>
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<td>25</td>
<td>36.63</td>
</tr>
<tr>
<td>30</td>
<td>36.63</td>
</tr>
<tr>
<td>Specialty RNs</td>
<td>36.00</td>
</tr>
</tbody>
</table>

B. Implementation. Effective on ratification, the Medical Center will evaluate and inform each nurse of the step in Paragraph C, below, to which he or she will be assigned that reflects the nurse’s nursing experience as determined in Section 9.3. The Medical Center will inform each nurse of the results of this evaluation no later than September 1, 2007. Any specific disputed step placements by a nurse shall be submitted in writing to the Medical Center’s Human Resources Department no later than twenty one (21) days after the nurse is notified of the step assignment, explaining the basis for the perceived discrepancy based on the criteria used in Sections 9.3.1 through 9.3.7. A written response to the appeal shall be given to the nurse no later than twenty one (21) calendar days after receipt of the appeal. Full or partial denial of an appeal may be subject to the grievance process.
C. Effective October 1, 2007, implement the following step schedule. Subject to the terms of Section 9.1, each nurse will receive step increases on his or her anniversary date after October 1, 2007:

<table>
<thead>
<tr>
<th></th>
<th>10/1/07</th>
<th>10/1/08</th>
<th>10/1/09</th>
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<tr>
<td>Start</td>
<td>26.82</td>
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<tr>
<td>After 6</td>
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<td>After 7</td>
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<td>32.99</td>
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<tr>
<td>After 8</td>
<td>32.36</td>
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<td>After 9</td>
<td>33.00</td>
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<tr>
<td>After 10</td>
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<tr>
<td>After 11</td>
<td>33.66</td>
<td>35.01</td>
<td>36.41</td>
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<tr>
<td>After 12</td>
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<td>35.01</td>
<td>36.41</td>
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<tr>
<td>After 13</td>
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<td>After 17</td>
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<td>After 24</td>
<td>38.28</td>
<td>39.82</td>
<td>41.41</td>
</tr>
<tr>
<td>After 29</td>
<td>39.44</td>
<td>41.01</td>
<td>42.66</td>
</tr>
</tbody>
</table>

D. Any nurse currently paid at a rate above the applicable amount in Paragraph C will be paid at his or her existing rate until such a time as the contractual rate of pay exceeds the nurse’s existing rate. Any nurse red-circled as a result of this provision at the time of the payments specified in this paragraph shall be paid the following lump sum amounts: On October 1, 2008, 2% of gross wages from the preceding year. On October 1, 2009, 2% of gross wages for the preceding year.
APPENDIX B—FLOATING AND SUPPLEMENTAL ASSISTANCE

When a nurse has demonstrated skills and competency basic to the practice level of a Registered Nurse and completed basic new hire orientation, the nurse may be floated to another nursing unit as described in Article 8.13 to provide supplemental assistance.

The defined assignment for the floated nurse will be designated by an appropriate supervisor, or designee. The assignment may include:

- Completing vital signs and following vital signs routines or patient needs for vital signs;
- Completing patient assessments or contributing to data collection per the scope of practice as defined under licensure;
- Performing patient admissions;
- Discharging a patient and completing discharge education and instructions;
- Applying age specific care standards;
- Implementing orders for patient care;
- Locating, administering, and documenting medications to scope of practice and noting effects of medications;
- Documenting care provided;
- Responding to call lights;
- Responding to patient needs in a crisis.

A nurse providing supplemental assistance will not have primary responsibility for a patient load. Should a nurse feel she/he is unable to perform an assigned duty because of competency or skill issues, the nurse may be assigned alternative duties, if available.

Such nurses will have a review of skills needed for the assignment, review of common practice of that unit, review of the physical layout of the unit, review of shift routine, and review of available resources at the beginning of the shift.

Supplemental assistance assignments will be structured to allow the nurse to assist the team as needed, be flexible with assignments and provide support to all members of the team with the understanding that this RN can be called back to their home unit if required.
APPENDIX C—HOME HEALTH/HOSPICE

The parties agree that the specific provisions outlined below apply to nurses working in the Home Health and Hospice departments. All other provisions of the master collective bargaining agreement shall apply unless specifically modified below. In the event of any conflict between the provisions of this Appendix and the Agreement, the relevant terms of this Appendix control.

1. Home Health (HH) and Hospice are two separate cost centers or departments of the Medical Center and nurses are awarded positions to one or the other unless an individual nurse chooses to be assigned to both departments.

2. The usual work hours for HH/Hospice shall be Monday through Friday 8:00 a.m. to 5:00 p.m., however, each individual nurse may choose to flex from these specific hours in order to meet patient needs in coordination with their supervisor.

3. The current practices for weekday and weekend on-call hours of coverage shall continue for so long as sufficient nurses willing to work those schedules are employed to do so, in the Medical Center’s determination. In the event changes are necessary, the provision of the Agreement shall apply.

4. The Hospice nurse who is on-call for a weekend shall be granted a day off before and a day off after the weekend on-call.

5. HH/Hospice nurses shall be paid applicable shift differential for all hours of call back worked or paid between 5 p.m. and 7 a.m.

6. HH/Hospice nurses shall be eligible for weekend differential for all hours of call back worked or paid between the beginning of on-call coverage on Friday night and the end of on-call coverage on Monday morning.

7. HH/Hospice nurses shall use their own private vehicles to make patient visits. Mileage shall be paid at the IRS designated rate. The Medical Center may, at its discretion, provide HH/Hospice nurses with Medical Center vehicles.

8. Travel time is considered work time for purposes of compensation and overtime. Travel time does not include time spent commuting to or from the HH/Hospice office or the nurse’s first or last home visit at the beginning or end of the workday, unless that visit exceeds the mileage driven commuting to and from home.

9. Time spent consulting on the telephone concerning a patient while on a scheduled shift or on-call shall be considered time worked for the purposes of compensation and overtime, provided that, for time spent consulting on the telephone while on-call, the two (2) hour minimum of Section 9.4.5 shall not apply.

10. HH/Hospice nurses shall be provided with a cellular phone or other appropriate communication device at no charge to the nurse.

11. HH/Hospice nurses shall each be provided with a laptop computer at no cost to the nurse. Nurses are expected to synchronize their laptops to the home system each morning and evening of a workday. The parties acknowledge that synchronization involves no more than fifteen (15) minutes of work, if a nurse is free to engage in personal activities while the laptop synchronizes. If synchronization takes place at home, the nurse will be paid for the time doing so, but a nurse taking more than fifteen (15) minutes to do so shall obtain supervisor approval within twenty-four (24) hours. Nurses requiring more than fifteen minutes to synchronize from home more than once per week may be required to synchronize at the office.
12. If a HH/Hospice nurse has a good faith belief that his or her immediate safety may be in jeopardy, he or she shall immediately contact his or her supervisor (or the house supervisor when the immediate supervisor is not available) and await further instructions, which may include having another employee join the nurse, discharge the patient, or any other actions deemed appropriate to provide a safe work place for the Medical Center’s nurses. If the nurse still has a good faith belief that his or her immediate safety may be in jeopardy, the nurse shall immediately contact the Administrator-on-call for further instructions. The Medical Center shall apply this Section consistently with state law.
APPENDIX D—DIALYSIS

The parties recognize the unique pay and scheduling issues related to the Dialysis Unit. The parties agree to continue for the term of this Agreement, the following practices of this unit.

1. The appropriate on-call pay as defined in Article 9.7.1 shall be paid to the designated on-call nurse for the entire 24 hour period of call.

2. Any hours worked after 7 pm shall be paid as call-back at the rate of 1-1/2 times pay.

3. All hours worked during the 24 hour Sunday period shall be paid as call back at the rate of 1-1/2 times pay.

4. Consistent with this Agreement, the Medical Center reserves the right to revise the staffing model, work location or other aspects of the dialysis unit, although it may revise this Appendix D. Appendix D revisions shall be by mutual agreement between the dialysis bargaining unit nurses and the Medical Center. If agreement cannot be reached, the Medical Center shall, consistent with this Agreement and upon request, bargain the impact of any changes to said policies (either to agreement or to impasse, after which said changes may be implemented) during the term of the Agreement, provided the bargaining be conducted in good faith within the appropriate time frame.
APPENDIX E—NURSE STAFFING
OREGON REVISED STATUTE (441.162)

Chapter 441 — Health Care Facilities

HOSPITAL NURSING SERVICES

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;
(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]
LETTER OF AGREEMENT—RN ADVANCEMENT PROGRAM

The parties agree for the term of this Agreement to continue the RN Advancement Program (RAP) as revised and presented during the course of bargaining. The Medical Center agrees to notify the Association in writing at least thirty (30) calendar days prior to any changes that it may wish to implement during the term of this Agreement. Should the Medical Center propose to make modifications to the program, and upon notification by the Association, the parties shall bargain the impact of any changes (either to agreement or impasse, after which such changes may be implemented), provided the bargaining be conducted in good faith within the appropriate time frame.

For Medical Center:  

__________________________________________  

Date:  

__________________________________________  

For the Association:  

__________________________________________  

Date:  

__________________________________________
LETTER OF AGREEMENT—CHI CONNECT TRANSITION

The parties will work together in good faith to resolve issues that arise from the implementation of, or transition to, CHI Connect.

The parties further agree that through the last pay period beginning in 2007:

(1) Nurses shall accrue ELP and EIA at the rates in effect at the time of implementation of this Agreement, and

(2) Utilization of ELP and EIA shall be according to policy in effect at the time of ratification of this Agreement, and

(3) Insurances in effect at the time of ratification of this Agreement shall continue unchanged (including LTD, STD, and Life).

The parties further agree that beginning the first full pay period in 2008 insurance plans and related policies that are part of CHI Connect (including STD, LTD and life) shall be implemented with plan design and benefits as they were presented by the Medical Center during the contract negotiations.

A copy of all CHI Connect summary plan descriptions and related policies applicable to the Mercy Medical Center shall be supplied to the Oregon Nurses Association within ninety (90) days from the date of ratification of this agreement, or as soon thereafter as is practicable.

This letter shall be considered part of the Mercy Medical Center/Oregon Nurses Association 2007-2010 Collective Bargaining Agreement.

For Medical Center: ___________________________ For the Association: ___________________________

Date: ___________________________ Date: ___________________________
LETTER OF AGREEMENT—BEHAVIORAL HEALTH UNIT RETENTION BONUS

The parties agree to the following terms related to the closure of BHU:

1. **Retention bonus.** A retention bonus equal to 5% of base rate annual wages will be paid at the end of the transition period to employees who remain employed at BHU whether they transition to Christie Care or Telecare.

2. **Medical/Dental Benefits.** A BHU employee who is hired by Christie Care or Telecare will be eligible to continue their Medical/Dental benefits through Mercy; Mercy will continue to pay its portion of the premiums (the employee will need to continue to pay his/her portion) through the waiting period for the new employer’s benefits.

3. Employees who do not remain in their position until the end of the transition will not be eligible for the bonus or benefit extension. The end of the transition period is the date business is turned over to Christie Care or Telecare. A transfer date to a new position shall not be manipulated in a manner to deny a nurse the retention bonus pay, but the Medical Center’s staffing policies shall apply to BHU.

For Medical Center:  

Date:  

For the Association:  

Date:
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## CONTRACT RECEIPT FORM

(Please fill out neatly and completely.)

I certify that I have received a copy of the ONA Collective Bargaining Agreement with Mercy Medical Center for 2007 through June 30, 2010.

<table>
<thead>
<tr>
<th>Your Name:</th>
<th>Signature:</th>
<th>Today's Date:</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Your Mailing Address:</th>
<th>Work Phone:</th>
<th>Unit:</th>
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<tbody>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Home Phone:</th>
<th>Email:</th>
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</table>

Return to Oregon Nurses Association, 18765 SW Boones Ferry Road SSE 200, Tualatin OR 97062-8498 or by Fax 503-293-0013. Thank you.
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 Mercy Medical Center for 2007 through June 30, 2010.

Signature: ___________________________________________  Today’s Date: ______________________

Your Mailing Address__________________________________________

__________________________________________________________

__________________________________________________________

Home Phone: ___________________________  Work Phone: ___________________________

Email: ___________________________  Unit: ____________  Shift: ____________