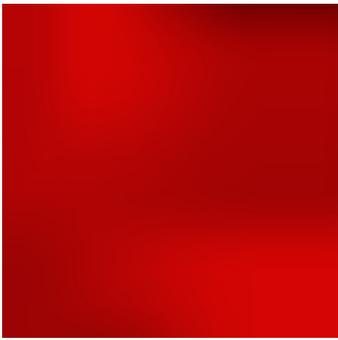




Education | Healthcare | Public Services

# CODE RED

Understaffing = Patient Care Crisis 



# Bargaining Resource



Updated May 2024

This updated version includes language on AI, staffing and workplace violence





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### **Our Mission**

The AFT is a union of professionals that champions fairness; democracy; economic opportunity; and high-quality public education, healthcare and public services for our students, their families and our communities. We are committed to advancing these principles through community engagement, organizing, collective bargaining and political activism, and especially through the work our members do.

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# Statement from AFT President Randi Weingarten

**Our healthcare system and the dedicated professionals who staff it are at a breaking point. Even long before the COVID-19 pandemic, many hospitals were dangerously understaffed—burning out the healthcare workforce and putting patient care and safety at risk.**

As the people doing the work, you know better than most that frontline caregivers are burned out and exhausted from untenable working conditions and the moral injury of being forced to provide inadequate care—and they're leaving their jobs in record numbers as a result. And instead of addressing the crisis, our nation's hospitals function at the whim of corporate executives, whose No. 1 concern is revenue and profits. Too often, they put their economic bottom line ahead of patient care and the safety of their frontline healthcare workers. Quite simply, our nation's hospitals have failed their most basic responsibility: providing a safe place for patients to receive care from healthcare professionals. This dangerous and destructive decision-making has caused a full-blown crisis—a five-alarm fire fueled by working conditions that caregivers can no longer endure.

Our **Code Red campaign** is a response by the AFT and our healthcare affiliates around the country, designed to help us secure safe patient limits and other crucial protections to improve the quality of care our patients receive. From state and federal legislation requiring safe patient levels, to enforceable workplace violence standards and collectively bargained contracts that help to recruit and retain frontline caregivers, the AFT's national campaign, **Code Red: Understaffing = Patient Care Crisis**, leverages a variety of strategic approaches to improve the quality of care for our patients when they—and the workforce that provides it—need it most.

Thankfully, because we've been tackling these issues for a long time, the AFT has decades of tried and true successfully bargained contract language to draw upon. In this easy-to-search document,

you'll find some of the best model language that we have secured in our contracts, from staffing ratios at The Ohio State University Wexner Medical Center to required breaks at Sky Lakes Medical Center in Oregon and restrictions on mandatory overtime at Windham Community Memorial Hospital in Connecticut. Please use this document and repurpose the language or build upon it to meet your individual needs.

Our power at the bargaining table is set by our organizing wins. And we've had a lot of healthcare victories over the last year. So far this year, healthcare professionals in over 19 bargaining units from Vermont to Oregon have joined our union and are recent examples of why the AFT is one of the nation's fastest-growing healthcare unions. And our state legislatures have taken notice. From creating historic mandated minimum staffing levels in Oregon, to requiring staffing committees to develop enforceable ratios in Washington state, to strengthening staffing committees and ending mandatory overtime in Connecticut, AFT healthcare affiliates are leading the fight for improved staffing laws.

AFT staff members are here to assist you along the way. If you have any questions or requests for assistance with bargaining, please do not hesitate to reach out to Kyle Arnone at [karnone@aft.org](mailto:karnone@aft.org).

**In solidarity,**



**Randi Weingarten, AFT President**



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# Professional Rights

## Generative artificial intelligence in patient care

### Template language written by the AFT's Collective Bargaining Team Article XX— Generative Artificial Intelligence in Patient Care

#### Section 1: Definition

- (a) The parties acknowledge that definitions of Generative artificial intelligence vary but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces predictions and recommendations based on those patterns that may have implications for diagnosis, treatment, staffing levels and overall patient care. It does not include “traditional AI” technologies programmed to perform specific functions. The term generative AI is used for convenience, and this Section [XX] shall also apply to any technology that is consistent with the above definition, regardless of its name.

#### Section 2: Generative AI integration as a working condition

- (a) The integration of generative AI systems in the patient care setting shall be recognized as an integral aspect of the working conditions of bargaining unit employees. Therefore, the Employer and Union agree that the adoption and implementation of generative AI systems in patient care settings are a mandatory subject of bargaining.
- (b) The parties agree that priority should be given to generative AI technologies that complement and enhance the work of [healthcare professionals] to minimize administrative tasks and maximize time spent in the service of direct patient care.

#### Section 3: Protection against deskilling and job loss

- (a) The Employer shall take measures to minimize any potential job loss for bargaining unit employees resulting from the implementation of generative AI systems.
- (b) Any reduction in staffing levels due to generative AI implementation shall be subject to prior consultation and agreement with the Union, with a focus on reskilling and minimizing job loss.

#### Section 4: Worker privacy and tracking devices

- (a) Healthcare workers' privacy shall be protected, including protection against unwarranted surveillance and tracking through generative AI or other devices.
- (b) Generative AI systems shall not be used to monitor healthcare workers' activities without prior written

consent from the employee. The consent must be clear and conspicuous and must be obtained through a contract that is separately signed by the employee.

- (c) Any tracking or monitoring of healthcare workers shall comply with all applicable privacy laws and regulations.

#### Section 5: Accountability in clinical decisions

- (a) The parties recognize that any generative AI technologies that assist in clinical practice are adjunct to, not replacements for, the [healthcare professional's] knowledge and skill. Generative AI does not replace a [healthcare professional's] judgment, critical thinking or assessment skills.
- (b) Furthermore, the parties acknowledge that the [healthcare professional] is ultimately responsible for making informed clinical decisions consistent with the responsibility of their professional licensure, even if such decisions depart from the guidance proffered by generative AI systems.

#### Section 6: Patient data privacy

- (a) Patient data processed or accessed by generative AI systems shall be safeguarded in accordance with all relevant laws and regulations, including but not limited to HIPAA.
- (b) Healthcare workers shall not be required to use generative AI systems that they believe may compromise patient data privacy or security.
- (c) Any concerns regarding patient data privacy shall be addressed promptly.

#### Section 7: Ethical use of generative AI

- (a) The Employer shall ensure transparency in generative AI algorithms used in patient care. Healthcare professionals shall have access to information on how generative AI decisions are made to maintain transparency and accountability.
- (b) Generative AI systems shall adhere to ethical principles, including non-discrimination, fairness and equity, in all aspects of patient care and decision-making.

#### Section 8: Labor-management committee and generative AI audits

- (a) The parties acknowledge that [healthcare professionals] must have a meaningful voice in the selection and implementation of generative AI systems used in patient care settings.
- (b) To that end, a joint labor-management committee shall be established to oversee the selection, implementation and performance of generative AI systems used in patient care settings. The committee will be responsible for reviewing potential generative AI systems that will be used in the patient care setting, developing an implementation plan, assess-

ing the performance of generative AI systems, and responding to concerns raised by employees relating to inadequacies in generative AI systems that may compromise patient care and/or data privacy.

- (c) The committee shall regularly review and assess the impact of generative AI systems with respect to workload, patient outcomes and ethical considerations.
- (d) Employees who participate in the joint labor-management committee overseeing generative AI implementation shall be granted paid release time for their committee work. The amount of release time shall be agreed upon by the Union and the Employer and shall not result in a reduction of regular work hours or pay for participating employees.
- (e) The Employer agrees to conduct regular audits and assessments of generative AI systems to ensure compliance with ethical standards and best practices.
- (f) Such audits and assessments shall be conducted by both healthcare workers and external neutral experts to ensure fairness, equity, non-discrimination and effectiveness in patient care. The labor-management committee shall select an external auditor to produce evaluations and recommendations that are accessible to individuals not versed in the technical intricacies of generative AI systems. The Employer agrees to budget appropriately.

#### **Section 9: Labor-management trust**

- (a) Therefore, the Employer shall provide healthcare workers with ongoing training and skill development programs to ensure they can effectively collaborate with generative AI systems and continue to improve their skills and enhance patient care.
- (b) The Employer shall contribute X.X% of the gross payroll annually into a trust for the purpose of funding efforts to reskill employees to effectively integrate generative AI systems into their practice. Payments shall be calculated on a quarterly basis and paid within 60 days of the end of each quarter. The fund shall be jointly administered by a board of trustees consisting of union and management representatives. The trustees have responsibility for establishing benefits to advance the knowledge and skills of healthcare professionals to adapt to the implementation of generative AI systems in patient care settings.

#### **Section 10: Protection from retaliation**

- (a) To ensure the ethical adoption of generative AI systems, the parties agree that employees are permitted to promptly raise any concerns about the use of generative AI systems that may compromise data privacy and diminish the quality of patient care. Employees shall not face any form of retaliation or

reprisal for raising concerns related to generative AI implementation, data privacy or any other aspect covered by this agreement.

#### **Section 11: Data usage in disciplinary actions**

- (a) Recognizing the imperfection and unreliability of generative AI systems, data and insights generated by generative AI systems shall not be used for any reason as a basis for disciplinary actions against employees up to and including termination.

### **Exercise of clinical judgment**

#### **Recognition of professional ethics**

##### **Article 6, Section 1, The Ohio State University—**

##### **Ohio Nurses Association:**

The Hospitals recognize that registered nurses have the right to subscribe to the ANA Code of Ethics for Nurses and the ANA Bill of Rights. The Hospitals support and endorse this individual subscription to this Code and Bill. By law, however, the Hospitals are ultimately responsible for all patient care performed within the Hospitals, therefore, the ONA recognizes that neither the Hospitals nor any of their employees are governed by the ANA Code of Ethics for Nurses and Bill of Rights. Furthermore, nurses shall not be required to perform duties outside the Ohio Nurse Practice Act and/or Hospital Policy.

##### **Article 5, Sections 5.5 and 5.5c, Ashtabula County**

##### **Medical Center—Ohio Nurses Association:**

The Medical Center recognizes the right of a nurse to adhere to the Code for Nurses adopted by the ANA....

- c. In the event that grievances arising under this Section proceed to arbitration, it is understood that either party may introduce the ANA Code for Nurses. The Code shall be one factor, together with all other relevant facts and circumstances, to be considered by the arbitrator under the provisions of this Agreement.

##### **Article 11, Section A, Kaiser Permanente Northwest Region—Oregon Federation of Nurses and Healthcare Professionals:**

The standards for professional practice of employees governed by State and Federal laws and regulations are recognized by the Employer. Employees will not be required to follow any practice contrary to Federal or State laws and regulations, or contrary to established standards for professional practice.

##### **Article 18.1, Sacred Heart Medical Center—Oregon Nurses Association:**

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.

## Scope of practice

### **Section 1, Subsection C, Item 4, Kaiser Permanente—Kaiser Permanente Alliance of Healthcare Unions:**

The people of Kaiser Permanente will work collaboratively in the Labor Management Partnership to address scope of practice issues in a way that ensures compliance with laws and regulations while valuing the strengths, contributions and employment experience of all members of the health care team. The parties agree to work in Partnership to promote knowledge and understanding of scope of practice issues, proactively influence scope of practice laws and regulations as appropriate, create a safe environment to address scope of practice issues in a non-punitive manner, and provide opportunities and resources for all employees to advance personally and professionally in order to take advantage of full scope of practice in accordance with certification and/or licensure.

To the extent possible, to achieve these objectives, union representatives should be fully integrated into national, regional and local scope of practice decision-making structures within Kaiser Permanente as outlined in the 2005 Scope of Practice BTG Report, pages 14-17 (attached as Exhibit 1.C.4.(1)). Where disagreements arise regarding the legal scope of practice of employees covered under this Agreement, the Issue Resolution process in Section 1.L.1. may be utilized on an expedited basis. If such a disagreement is not fully resolved through an expedited Issue Resolution process, management, acting in good faith, will apply relevant law and regulatory requirements and reserves the right to make a final determination to ensure compliance with laws and regulations.

Scope of practice education and training programs will be developed and communicated broadly throughout the organization. The Strategy Group, working together with the National Compliance, Ethics and Integrity Office, will be accountable for the implementation of these provisions. Guidance for education and training programs and timelines for implementation are provided on pages 9, 10 and 11 of the 2005 Scope of Practice BTG Report (attached as Exhibit 1.C.4.(2)).

### **Relief from inefficient electronic medical records (EMR) systems**

#### **Side Letter, "Productivity and Workload," Visiting Nurse Association Health Group—Health Professional and Allied Employees:**

The parties recognize their mutual interest in increasing productivity of employees to maximize reimbursement while addressing the workload concerns of the employees. To further these goals the parties have agreed to the following:

Within two (2) months of the ratification of the collective bargaining agreement, the parties will meet to discuss IT and software issues, as it relates to productivity and the provision of quality patient care. The Union will be represented by one Union appointee from VNA of Englewood and one from EVVNA who will be released from patient care assignments to attend these meetings. Management representatives will consist of those empowered to address these issues which will include at least one information technology specialist who is assigned to streamlining the documentation system.

#### **Article 13, Section D, The Regents of the University of Michigan—University of Michigan Professional Nurses Council:**

**132.D.1:** A joint committee will be created consisting primarily of end-users, including management and front-line nurses. The co-chairs of the committee will be representative of Nursing management and the Association. The committee will provide recommendations related to nursing documentation prior to the build and implementation of any upgrade defined by the UMHS' EMR group (MiChart) as a major upgrade. Recommendations for additional staffing resources for downtime support and charting, if applicable, will be made. Committee meeting minutes will be submitted to [the Joint Implementation Team] for review.

**132.D.2:** Any upgrade defined by the UMHS' EMR group (MiChart) as a major upgrade will be communicated to affected employees before changes take effect. Employees will have at least forty-five (45) days to access an interactive practice environment in order to review any upgrade changes. Employees will have the opportunity to comment on the proposed changes and comments will be taken into consideration before the changes become effective.

**132.D.3:** If applicable, when Electronic Medical Records (EMR) issues occur, efforts to address and fix the issue(s) in the moment should occur. If those efforts to address and fix the issue(s) cannot be accomplished at that time, an explanation will be provided.

**132.D.4:** Electronic Medical Records (EMR) issues and updates will be a standing agenda item at [Joint Implementation Team meetings].

**132.D.5:** In order to assess the adequacy of staffing levels related to the time spent charting patient care, a time study will be taken in various units beginning with the ICU's. The data will be used to make the assessment of adequate staffing.

**132.D.6:** In conjunction with any upgrade defined by the UMHS' EMR group (MiChart) as a major upgrade, there will be at least two (2) Super-Users available as at the elbow support around the clock for seventy-two (72) hours unless the joint committee in Paragraph 132D.1 recommends

otherwise. For Ambulatory Care end-users, the EMR support should also be ambulatory care nurses.

**132.D.7:** Super-Users will be released with paid business time to support EMR functions per unit per month in the following manner:

- 100 FTEs or less: no less than two (2) hours per unit
- >100 FTEs: no less than four (4) hours per unit

**132.D.8:** APRN's will be given four (4) hours of non-clinical time during orientation to customize templates, smart-phrases, etc. In addition, APRN's will be given the option to attend the two-day (2) optimization training in order to improve clinical efficiencies.

## **Relief from duties unrelated to patient care**

### **Article 14, Section 4, Lutheran Medical Center—United Federation of Teachers/Nurses:**

The parties recognize that Registered Nurses are highly educated professionals whose chief responsibility is patient care. The Hospital recognizes the desirability in terms of effective and efficient operations of eliminating or minimizing the performance by Registered Nurses of non-nursing duties (including, without limitation, preparation and delivery of food to patients, cleaning of patient rooms and utility rooms, ordering of supplies and equipment, delivery of specimens to lab, routine clerical work not requiring Registered Nurse judgment, pharmacy pickups except for controlled substances, patient transport not requiring Registered Nurse's monitoring or judgment, scheduling clinic appointments, checking Medicaid validity, and storage of patients' belongings on a routine, continuing basis, except where required by the Registered Nurse's job description, and other non-nursing duties) and will continue its good faith efforts toward that end. The Registered Nurses also recognize that an important element in this continuing process is their duties and responsibilities in connection with the direction of the work of Nurses Aide and other support personnel who should perform such non-nursing duties. In order to facilitate this, the Medical Center will make available, on each unit, copies of job descriptions of the support personnel on the unit. Any disputes under this Section will not be subject to [the grievance procedure]. If a question arises regarding whether general good faith efforts are being continued in this area, either party may invoke (and each party shall cooperate with) the mediation and conciliation services of the Federal Mediation Service to assist the parties in discussing and resolving their differences.

### **Article 6, Section 7, The Ohio State University—Ohio Nurses Association:**

The primary responsibility of the registered nurse is direct patient care. In keeping with this philosophy, the Hospital

agrees that relief from non-nursing duties is desirable. Registered nurses should be encouraged to practice at the top of a nurse's license and be able to delegate duties as appropriate.

### **Article 3.01, Englewood Hospital and Medical Center—Health Professional and Allied Employees:**

**(A)** Employees covered by this agreement shall not be responsible for the performance of any services normally performed by the Environmental Services department on days, evenings, or nights, except in cases of emergency or where it immediately interferes with good patient care.

**(B)** Except in cases of emergency, where to fail to do so immediately jeopardizes and interferes with patient care, the employees covered by this Agreement shall not be required to perform the following non-nursing service functions:

- (1)** Washing patient units including patient's beds, overbed tables and cabinets, on all shifts.
- (2)** Transporting patients to and from other departments except as patient needs mandate.
- (3)** Obtaining and maintaining unit equipment such as stretchers, IV poles, and linen. Washing and maintaining of stretchers, tables and equipment in the Operating Rooms, formal, scheduled maintenance and cleaning of WOW's.
- (4)** Washing patient related equipment and utility rooms.
- (5)** Dusting of beds
- (6)** Defrosting of biological (med) refrigerators, but must remove medications.
- (7)** Mopping of floors in the Operating Room and Labor and Delivery between cases.
- (8)** Washing of beds when the patient transfers from one bed to another.
- (9)** Distribution and collection of dietary trays except in infection control.
- (10)** Move beds provided however bargaining unit employees will continue to move stretchers.
- (11)** Coverage for sitters for breaks and meals.

**(C)** The Medical Center will provide secretarial coverage on day and evening shifts in an intensive effort to eliminate secretarial duties from nursing duties. This coverage will be provided for all units except:

- 1)** OR 2:45 pm—11:15 pm on Saturday, and 6:45 pm—3:15 pm and 2:45 pm—11:15 pm on Sundays unless there is a census, effective January 1, 2007.
- 2)** Cardiac Stress, Cardiac Rehab, and Imaging (Radiology)

Coverage for Endoscopy will continue as per past practice. The Medical Center shall provide other employees (not nurses) to cover these duties.

The Employer shall make its best effort to minimize secretarial duties on the 10:45 pm- 7:15 am shift. The Medical Center shall provide five (5) secretaries to cover the 11pm - 7am shift. One of the 11pm -7am secretaries will be assigned each night to the Emergency Room. The other four (4) will cover the other units in the Medical Center, effective January 1, 2007. The Medical Center will make best efforts to assign one of these unit secretary/monitor techs to cover meals and breaks of monitor techs.

**(D)** The Medical Center will provide PCSA coverage on the Pediatric Unit when there are two or more patients on the Unit.

## **Conscientious refusal**

### **General patient health and safety**

#### **14.3.1, St. Charles Health Medical Center—Bend—Oregon Nurses Association:**

**Individual Responsibility.** A nurse may only accept nursing assignments for which they are educationally prepared and have the current knowledge, skills and ability to safely perform. Should a nurse have concerns about his or her ability to perform an assignment, the nurse will immediately speak with the department leader or charge nurse to address those concerns. Should the nurse refuse the assignment after this discussion he or she will submit the specific reason in writing to their manager. Nurses reporting good faith concerns will not be subject to disciplinary action.

#### **Article 19, Section 1, Footnote 10—Lutheran Medical Center—United Federation of Teachers/Nurses:**

A Registered Nurse who feels himself/herself aggrieved by a direction to perform a certain task shall not refuse to perform the task but shall perform the same and then submit his/her protest as a grievance, provided that a Registered Nurse shall not be required to perform a task which would present an immediate danger to the health or safety of the Registered Nurse.

#### **Article 4, Section D, Bozeman Health Deaconess Hospital—Montana Nurses Association:**

The Hospital promotes safe and effective nursing practice in the interest of protecting public health and welfare. The Hospital recognizes the professional responsibility of Registered Nurses to accept or decline overtime assignments based on their self-assessment of ability to provide safe care.

#### **Article 26.8, Oregon Health and Science University— Oregon Nurses Association:**

**Refusal to Perform Allegedly Unsafe Work.** If an employee claims that an assigned job or assigned equipment is unsafe or might duly endanger her/his health, and for that reason refuses to do that job or use the equipment, the employee shall immediately give her/his reasons for this con-

clusion to her/his supervisor in writing. The Employer shall promptly review and investigate the basis for the employee's claim and determine what action, if any, should be taken. If the employee is not satisfied by the Employer's response, he/she shall state in writing the reasons for such dissatisfaction. The Employer shall then request an immediate determination by the Environmental Health and Radiation Safety (EHRS) as to the safety of the job or equipment in question. If further information or clarification is needed, EHRS, the Association or the employee may contact OR-OSHA for assistance. An Association representative or nurse representative may accompany the OR-OSHA representative and employee(s) during the determination.

**26.8.1 Opportunity for other suitable work.** Pending the outcome of the process described above, the employee shall be given suitable work elsewhere. The Employer shall use its best efforts to schedule such work on the same days and shift as the employee was originally scheduled. If no suitable work is available, the employee shall be sent home.

**26.5.2 Paid/unpaid time lost.** Time lost by the employee as a result of any refusal to perform work on the grounds that it is unsafe or might unduly endanger her/his health shall not be paid by the Employer unless the employee's claim is upheld.

### **Lack of training/orientation**

#### **Article 4, Section A, Bozeman Health Deaconess Hospital—Montana Nurses Association:**

The Hospital will not require a Registered Nurse to function in a position or perform tasks that the nurse has not been oriented to perform.

### **Concerns with legality/ethics**

#### **Article 4, Sections A, Bozeman Health Deaconess Hospital—Montana Nurses Association:**

Registered Nurses covered by this Agreement will not be required to participate in any activity that is illegal or is generally accepted as being unethical per the ANA Code for Nurses. The Registered Nurse will make every effort to get the situation corrected through the chain of command. Should corrective action be impossible through the chain of command, the Registered Nurse may refuse to participate in the illegal or unethical act pending action by the Hospital and have full recourse through the grievance procedure, provided however, that nothing herein shall be construed to permit a Registered Nurse to interfere with or obstruct the administration of the procedure or treatment to which objection is made.

### **Article 5, Section 5.5a, Ashtabula County Medical Center—Ohio Nurses Association:**

A nurse may decline to carry out a directive on the grounds that the nurse considers the directive to be either unethical or beyond the nurse's competency. If the Medical Center determines that the directive was unethical or beyond her competency, the nurse shall not be disciplined. Any disciplinary action which may be taken may be processed as a grievance at Step II of the grievance procedure. If the grievance proceeds to arbitration, the arbitrator selected must be qualified, in the judgment of both the Medical Center and ONA, depending upon the nature of the grievance, to determine whether the directive involved was ethical or within the competency of the nurse as the case may be. The decision of the arbitrator with respect to whether a particular nurse was competent to carry out a directive will be binding upon the Medical Center, ONA, and the individual nurse. The decision of the arbitrator as to whether the directive involved was ethical will be binding upon all nurses, the Medical Center, and ONA. In determining whether a directive was either ethical or within the competency of the nurse involved, the arbitrator will take into consideration all pertinent circumstances, including whether the situation was an emergency.

### **Personal health and safety**

#### **Article 34.2, Palisades Medical Center—Health Professionals and Allied Employees:**

No employee shall be expected to perform work that is dangerous to their personal safety and health.

#### **Article 35, Section 1, Cuyahoga County District Board of Health—Ohio Nurses Association:**

If an escort is unavailable and/or the Board declines to provide a suitable safety device the nurse may properly refuse the assignment. In the event that a nurse cannot complete an assignment due to personal safety concerns the nurse should contact their immediate supervisor, the Service Area Director and/or the Health Commissioner.

### **Fair pay for additional responsibilities**

#### **Charge nurse**

#### **Article 6.2, Providence Holy Family Hospital—Washington State Nurses Association:**

A nurse assigned by supervision to assume responsibility for an organized unit for a specific period of time/shift. Charge nurse assignments may be designated or rotated. Charge nurses will accept direct patient care assignments based on unit-specific needs as appropriate, taking into account the additional charge nurse duties. Supervision will consult with the Charge Nurse regarding volume decisions as needed. The parties agree that Assistant Nurse Managers may be utilized on the evening and night shift beginning September 1, 2011 and that they may be utilized on the day shift

beginning September 1, 2012. Charge nurse functions shall be provided for the entirety of all shifts for all units. When an Assistant Nurse Manager is not available on the unit, a relief charge nurse shall be utilized.

### **Preceptor**

#### **Article 5.4, Tacoma General Hospital—Washington State Nurses Association:**

Preceptor. A preceptor is an experienced nurse proficient in clinical teaching who is specifically responsible for planning, organizing, teaching and evaluating the new skill development of the following students or nurses enrolled in a defined preceptor program, the parameters of which have been set forth in writing by the Employer:

- a. Resident nurses;
- b. Senior elective students;
- c. New nurses starting at the Hospital with no previous experience in the clinical area hired into;
- d. Nurses cross-training to a new clinical area;
- e. A nurse who has completed the residency but needs additional orientation/training time;
- f. Nurses assigned to orient a newly hired or transferred registered nurse will be paid as a preceptor.

Inherent in the preceptor role is the responsibility for specific, criteria-based and goal-directed education and training for a specific training period. Nursing management will determine the need for preceptor assignments. The Employer will first seek volunteers prior to making preceptor assignments. It is understood that staff nurses in the ordinary course of their responsibilities will be expected to participate in the general orientation process of new nurses. This would include the providing of informational assistance, support and guidance to new nurses. Preceptor responsibilities shall be considered when making patient care assignments.

### **Interpretation/translation services**

#### **Article 9.20, Spokane Regional Health District—Washington State Nurses Association:**

Nurses who do not currently have bilingual job responsibilities included in their classification questionnaires/position descriptions and who are requested by the District to provide bilingual interpreter and/or translation services to or for the District for any reason will be compensated at the rate of one dollar (\$1.00) per hour above their regular rate of pay, in minimum 15-minute increments.

#### **Article 18, Section 21, Subsection A, B, C, and D, Multnomah County, Oregon—Oregon Nurses Association:**

**A.** A differential of four percent (4%) over base rate will be paid to employees in positions which specifically require, and who have been directed to translate to and from English to

another language (including the use of sign language). Direction to translate may come in the form of:

1. A language KSA has been assigned for the position.
2. An employee has received direction from management to translate on a routine basis.
3. Because of their assigned duties, an employee is routinely translating in the course of their employment with the County. In all the above circumstances, bilingual pay premium shall be paid on all hours worked.

**B.** Bilingual pay will be paid on an ad hoc basis where an employee is translating but not on a routine basis. In such cases the premium will be paid on all hours worked conducting translation.

**C.** The proficiency level for interpretation and translation skills will be assigned by management and contained in an employee's individual position description.

**D.** A differential of four percent (4%) over base rate will be paid to employees in positions that have an additional Culturally-Specific Knowledge, Skills, and Abilities (KSA) minimum qualification attached to them. An employee may not simultaneously receive bilingual pay and culturally-specific KSA premiums (e.g., premiums for a Vietnamese Culturally-Specific KSA and Bilingual pay for speaking Vietnamese).

## Coordinator positions

### Article 5.7, Island Hospital—

#### Washington State Nurses Association:

RN Education Coordinator. A Staff Nurse with added responsibility to provide ongoing clinical education coordination in a given Department or Departments. RN Education Coordinators are not supervisory employees.

### Article 5.5, Tacoma General Hospital—

#### Washington State Nurses Association:

**Service Line Specialty Coordinator.** The coordinator is responsible for assessing, planning, coordinating, assigning and delegating the delivery of skilled patient care. In addition to staff RN duties, the Coordinator is responsible for the coordination of supplies, equipment and staffing needs for each identified/designated care line patient.

### Article 6.3, Providence Holy Family Hospital—

#### Washington State Nurses Association:

Assistant Coordinator Nurse. A nurse assigned by management to designated unit responsibilities such as scheduling, performance improvement and other support functions assigned by the Nurse Manager in addition to performing staff RN duties.

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# Professional Development and Support

## On-boarding program

### Orientation program structure

#### Article VIII, Section 2, UH Geneva Medical Center—Ohio Nurses Association:

The best orientation program for a newly employed nurse is one which is individually designed and modified as needed to meet the individual nurse's needs. The orientation of each nurse should be a flexible progressive process which will, upon completion, allow the nurse to be fully capable of performing any function required of her. The Clinical Educator, the Nurse Manager, the Preceptor and the Orientee will mutually agree upon the timeframe of an individual nurse's orientation.

Phase 1. During the first five (5) working days of a nurse's employment following the UH New Employee Orientation, System Nursing Orientation, and EMR Orientation, the nurse will be assigned to the Clinical Educator for basic nursing procedures not addressed in the above system orientations. During this time the nurse will also receive orientation on Hospital specific policies, basic C.P.R. (with certification during the orientation program) and standard operating procedures of the Nursing Department.

Phase 2. During this phase the nurse will be assigned to a preceptor on the respective unit on day shift to begin limited participation in patient care. The length of time of this phase will be determined on the basis of the nurses progress as determined by the Nurse Manager, Preceptor and Clinical Educator with the Orientee.

Phase 3. During the third phase of orientation the nurse will progress to the appropriate shift and continue to work under the direction of the preceptor. Weekly meetings will continue and the nurse will continue to assume responsibility for a full patient care assignment by the end of this phase. Weekly progress meetings will continue with the nurse, Preceptor and Nurse Manager. At the conclusion of the orientation period the orientation checklist will be reviewed and a plan to complete any additional needs will be determined. At this time, the nurse will move into the role of staff nurse and function as a member of the team.

Orientation for Phases 2 and 3 should take two (2) to six (6) weeks for completion based on experience of each individual

nurse. When possible, the Hospital shall provide a preceptor with written (email) notice at least forty-eight (48) hours in advance of working with a newly-employed nurse.

### **Article 15.1, UW Medicine—**

#### **Washington State Nurses' Association:**

Staff Development. The purpose of orientation is to provide an introduction to the philosophy, standards and systems of the Hospital and nursing department. Orientation also provides an opportunity for newly hired nurses to socialize into their role through development of working relationships with peers and other colleagues. Orientation will consist of a combination of classroom, clinical and self-directed learning experiences designed to assist the newly hired registered nurse to function independently in her/his role as staff nurse. Each unit has a unit specific skills list that is used in the orientation process.

#### **Section 8.3, Ashtabula County Medical Center— Ohio Nurses Association:**

**Section 8.3. Orientation Program.** General. The purpose of this orientation is to facilitate a new nurse's acclimation to the work environment in an effective and efficient manner. All new nurses shall participate in a general nursing orientation which will include, but not be limited to, the Medical Center's mission, basic nursing policies and procedures, APMC policies, CPR (Health Care Provider Course), non-violent crisis intervention review, Code Blue Review, glucose monitoring, the Nurse Practice Act, Nurse/Physician Liaison committee and standard operating procedures of the Nursing Department.

**Section 8.3.1. Unit Orientation.** The orientation period will be dependent upon the area requirements and individual competencies. The NLN Standardized Competency Tests may be utilized to assist in establishing individual competencies. It should be at least six (6) weeks for individuals new to nursing, provided the nurse has not completed a nursing orientation program at APMC or left the institution within the last year. The orientation will be organized in such a manner that (at any point) an individual may move into the role of a staff nurse and as a contributing member of the assigned unit's nursing team.

**Section 8.3.2. Phase I—**General orientation is completed and the assigned preceptor (as designated by the Nurse Manager) has provided introductions to unit personnel, familiarized orientee with the physical layout and unit equipment. Performance of admission and daily assessments with accompanying documentation is reviewed as well as medication administration and discharge planning and instruction. Assignments of patient care will be decided by the preceptor and orientee together based on the orientee's level of progress. The preceptor and orientee will set orientation goals.

**Section 8.3.3. Phase II—**Application of clinical skills under the direct supervision of the unit preceptor. Phase II includes, but is not limited to, unit policies, procedures, patient care needs (theory/skill) and the method of patient care delivery.

**Section 8.3.4.** The Medical Center will assign a lesser assignment for the preceptor/orientee during the first three (3) days of orientation.

**Section 8.3.5.** On Day 1: On all units, one preceptor will be assigned to all orientees, and will complete the day one orientation checklist. On the med/surg. units, if there is 3 or more orientees, the preceptor/orientees will not have a patient assignment. If there are less than three (3) orientees, one preceptor will be assigned to the orientees and the assignment of no more than two (2) patients, in addition to completing the day one orientation checklist.

**Section 8.3.6.** On Day 2 and 3: On med/surg. units, the orientee will be assigned to their regular preceptor on the next two (2) days and given a lesser assignment. A lesser assignment shall be no more than 4 patients assigned to the orientee/preceptor. The remaining patients on the unit after assignment is made to the orientee/preceptor shall be determined by census and staffing grids on these first three (3) days. (i.e. 27 patients, 3 assigned to the orientee/preceptor, staffing for the remaining 24 patients will be pursuant to the staffing grid).

**Section 8.3.7.** Patient care assignments are determined by the preceptor based on the patient population, nursing care requirements, the learning needs of the orientee and input of the Nurse Manager and Nursing Education as necessary. This may include off-shift orientation. Patient care assignments increase in complexity as orientee performance indicates. The preceptor and orientee continue to strive to meet set goals. An orientee shall not be counted as a full nurse for determination of the unit's assignments, and should not be relied upon in lieu of calling in a downstaffed nurse.

**Section 8.3.8. Phase II—**Patient care assignments continue to increase in complexity as orientee performance indicates. The orientee should be demonstrating an integration of new nursing skills and APMC policies and procedures while providing care. The preceptor continues to determine with the orientee patient care assignments along with the Nurse Manager and Nursing Education as necessary. Mutual orientation goals continue to be achieved. The last week of orientation, when the orientee is capable of working independently, she will be counted in the staffing pattern.

**Section 8.3.9.** On the Medical/Surgical units in the last week of orientation, the preceptor will have no more than 50% of the orientee's assignment so she is available to assist the orientee as needed (rounded up to the next whole patient in

the event the orientee has an odd number of patients). The remaining patients on the unit after assignment is made to the orientee/preceptor shall be determined by census and staffing grids (i.e. 27 patients, 6 assigned to the orientee and 3 assigned to the preceptor, the staffing for the remaining 18 patients will be pursuant to the staffing grid).

**Section 8.3.10. Phase IV**—Phase IV is open-ended in order to meet the needs of the individual staff nurse based upon the goals set in orientation.

**Section 8.3.11.** The preceptor, orientee, Nurse Manager and Nursing Education will collectively and collaboratively discuss the orientee's progress. The Nurse Manager will then determine when the orientee is capable of assuming full unit activities and being placed on the regular schedule for the unit. Where consensus is not reached, the Nurse Manager makes the determination. It is at this point that the orientation status is completed.

**Section 8.3.12. Phase V**—The orientee will meet with Nursing Education to review the nurse's progress within two (2) weeks of assuming full unit activities. Orientee will be asked to evaluate this process. This information along with the preceptor's input will be summarized annually by the Nursing Education Committee. This report will be shared at the Nursing Advisory and Staffing Committee.

**Minimum orientation/probation hours**

**Article 4, Section 3c, Akron General Medical Center—Ohio Nurses Association:**

The orientation periods for newly graduated nurses shall be a minimum of 300 hours as provided under Sections 4, 5, and 6 of this Article. Within the first month of the second phase of orientation, new graduates and a preceptor will be excluded from staffing for on (1) shift and instead shall be assigned to tasks and duties tailored to meet the specific needs of the orientee(s). Up to two (2) orientees from the preceptor's unit may be assigned to her for patient care experience during this shift.

**Article 13.4, Board of Health of Summit County—Ohio Nurses Association:**

The Board agrees to provide orientation to all newly hired nurses which will orient the nurse to the program to which she is assigned, other existing nursing programs, and other programs operated by the Board. This initial orientation will be completed during the nurse's probationary period [one year, starting from the date of employment]. At the end of the probationary period, the nurse will receive an evaluation with the orientation checklist included.

**Article 9.2, William W. Backus Hospital—Backus Federation of Nurses:**

All newly hired or voluntarily transferred unit employees shall receive an orientation period that will vary according to their assignment and skill level necessary in the Hospital and the Department to which that the employee was hired or voluntarily transferred. The length and content of the orientation period will be determined by the Hospital in its sole discretion. Duration of orientation will not normally exceed [twelve] (12) weeks unless the complexity of the department requires a longer time period.

**Article 5.4, Section 1, Virtua—Health Professionals and Allied Employees:**

The Hospital shall provide orientation for new employee (s). New hire orientation shall typically be for a period of up to three months, and can be shortened or extended at the discretion of the Nurse Manager. A written outline of the orientation content and copy of the evaluation form and job description will be given to each employee at the start of the orientation.

**Article 8, Section 3, East Liverpool City Hospital—Ohio Nurses Association:**

The table below [TABLE 1] identifies orientation hours available to a newly hired nurse. Orientation times may be adjusted based upon the nurse's progress and mutual agreement between the newly hired nurse, preceptor, and clinical director/manager. A performance improvement plan must accompany any orientation extension.

**TABLE 1: Article 8, Section 3, East Liverpool City Hospital—Ohio Nurses Association**

	Phase I Education/IT	Phase II	Additional Orientation Med/Surg/Telemetry	Outpatient (Holding)	Pre-Admission (Pt)	PACU	Treatment	Procedures Room
Inpatient	4-6 days	240 hours						
ICU	4-6 days	288 hours	48 hours					
OR	4-6 days	160 hours circulating; 240 hours scrubbing		80 hours	40 hours	160 hours	40 hours	120 hours
ED	4-6 days	288 hours						

**Article 3.02, Section A, Subsections 1 and 2, Jersey Shore University Medical Center—Health Professionals and Allied Employees:**

1. Newly graduated registered nurses are provided with up to twelve (12) weeks of orientation unless extenuating circumstances are identified by the Nurse Manager, Nurse Educator, and with input from the Preceptor.
2. Newly hired experienced registered nurses are generally provided with a four (4)-week orientation.

**Article 6, Section 4, Cuyahoga County District Board of Health—Ohio Nurses Association:**

The Board agrees to provide orientation to all newly hired nurses. Newly hired nurses will be oriented to the program to which the nurse is assigned and other nursing programs operated by the Board. This initial orientation will be completed during the nurse's probationary period for newly hired nurses during their one hundred and eighty (180) day probationary period.

**Mentor/preceptor nurse support**

**Article 3.02, Section A, Subsections 6, Jersey Shore University Medical Center—Health Professionals and Allied Employees:**

During the orientation period, the new RN employee shall be assigned a primary preceptor. Every effort will be made to schedule the new employees with his or her preceptor for the length of the orientation. Every effort will be made to schedule the Float Pool RN new employee with a unit specific preceptor for the length of the orientation on that unit. In addition, the new employee will not be considered in the staffing numbers.

**Article 6, Section 4, Cuyahoga County District Board of Health—Ohio Nurses Association:**

The orienting nurse will be assigned a mentor/preceptor, and the orientation will be overseen by the supervisor responsible for the clinical practice area. Weekly reviews with the mentor/ preceptor and orienting nurse may be conducted to determine goals and objectives, progress and competencies obtained, and the need for additional learning experiences.

**Article 15, Section 6, Subsection C, Item 1, Sky Lakes Medical Center—Oregon Nurses Association:**

The recently graduated nurse, upon successful completion of her/his precepted orientation, shall be mentored by at least one (1) experienced nurse in the unit of hire for a period of nine (9) months. This is an informal mentoring program, not a precepting program.

**Scheduling/responsibility restrictions during probationary period**

**Article 5, Section B, Windham Community Memorial Hospital—AFT Connecticut Windham Federation of Professional Nurses:**

A nurse with no prior nursing experience shall not be required to assume charge responsibilities until she has been employed at least Nine Hundred Sixty (960) hours and at least One Hundred Twenty (120) hours on the evening or night shifts.

**Career development and advancement**

**Employer-sponsored professional development programming**

**Article 21.1, Board of Health of Summit County—Ohio Nurses Association:**

The Board agrees to support CNE and to assist all nurses in maintaining an increasing knowledge about new advances in health care, issues affecting health care delivery and current nursing practice in the public health setting. The Board will make available to all nurses a minimum of twelve (12) CNE credits per year, either through in-house training or outside offerings, either of which may be electronic, at Board expense. Nurses are responsible for monitoring and requesting CNE training.

**Article XIV, Section B, Providence St. Vincent Medical Center—Oregon Nurses Association:**

The Medical Center agrees to maintain a continuing in-service education program for all Registered nurses covered by this Agreement. In the event a Registered nurse is required by the Medical Center to attend in-service education functions outside his/her normal shift, his/her hours of attendance will be treated as hours worked.

**Paid professional development days**

**Article 13, Section 4, Lutheran Medical Center—United Federation of Teachers/Nurses:**

The Employer shall continue to provide time off and financial aid for Registered Nurse participation in educational institutes, workshops, or meetings. Registered Nurses who participate in educational activities which are scheduled at times other than their own shift will receive compensatory time off on the same day. Up to three compensated days per year may be taken for this purpose by each Registered Nurse.

**Article XVIII, Section 1(a), Manchester Memorial Hospital—Federation of Nurse and Health Care Professionals:**

Subject to the needs of the Hospital and after receipt of a written approval by the Hospital, nurses will be granted time off without loss of pay for participation in educational institutes, workshops, and other professional meetings as

may be deemed to be important for the improvement of the individual nurse and his/her on-the-job performance that are consistent with the strategic direction of the Hospital. Such determination as to the needs of the nurse and the Hospital shall be made by the Senior Vice President—Patient Care Services or designee. Registered nurses who attend such programs shall be expected to provide a summary report at a staff meeting.

## **Professional development fund**

### **Article 21.4, Oregon Health and Sciences University—Oregon Nurses Association:**

Managers will make every reasonable effort to grant time off for the purpose of improving or upgrading individual skills, professional abilities, or enhancing the profession. A Staff Development Fund will be established each fiscal year on the basis of the formula of \$275.00 per FTE. A separate Resource Nurse Staff Development Fund will be established each fiscal year by (1) dividing all resource nurse hours worked in the prior fiscal year by 2,080 and (2) multiplying that figure by \$275. Employer-required education will not be paid for out of Staff Development Funds, and will be in addition to benefits provided in this section.

**21.4.1 Distribution.** The annual amount designated will be distributed to each appropriate group of employees as determined by the Professional Nursing Care Committee (PNCC). The UBNPC chairs of the identified groupings will meet at the start of each fiscal year and jointly determine the manner of distribution of funds within their group

**21.4.2 Expenditure of funds.** Registration to conferences and other expenses shall be provided subject to the availability of funds. UBNPC's will be responsible for establishing guidelines for expenditure of funds and approving requests for staff development purposes. The PNCC has the right to request from a UBNPC the methodology for expenditure of its staff development funds and to evaluate and recommend to the UBNPC alterations to its plan. The PNCC will determine the eligibility and manner of distribution of the Resource Nurse Staff Development Fund among resource nurses.

**21.4.3 Unexpended funds.** The PNCC shall have the responsibility to reallocate all such unexpended funds in lieu of any rollover of such funds on or after June 1 in a manner they deem appropriate consistent with the purpose of the Fund, including the availability of funds to resource nurses who have worked the equivalent of .5 FTE or greater during the fiscal year.

### **Article 15, Section B, Item 1, Windham Community Memorial Hospital—AFT Connecticut Windham Federation of Professional Nurses:**

Any nurse shall be entitled to leave with pay each year to attend courses, institutes, workshops, certification and re-certification examinations, or classes related to her nursing, off or on campus, provided the nurses applies a reasonable period in advance to the Nurse Manager specifying the nature and length of the program. If a nurse does not pass a certification or re-certification exam, she shall reimburse the Hospital the cost of the examination. Permission shall not be unreasonably withheld. The Hospital shall pay in advance reasonable costs, including registration fee, lodging and transportation up to a total of \$50,000 per year. Funds from these accounts may also be used to pay for online courses, books, and other pre-approved educational materials. The cost of in-house educational programs conducted by outside specialists will be credited against the total if approved by the Federation/Management Committee. Unused funds will revert to general Hospital use, with the exception of the first \$500.00 which shall be used for nursing literature.

## **Educational assistance/tuition remission**

### **Article 13, Section 5, Lutheran Medical Center—United Federation of Teachers/Nurses:**

Regular full-time Registered Nurses will be reimbursed for tuition fees as provided for in the present Hospital Tuition Refund Policy for degree objective and work-related courses subject to a maximum of \$2,100 annually. Regular full-time Registered Nurses will be reimbursed for tuition fees to a maximum of \$6,000 effective March 1, 2010, a maximum of \$7,500 effective March 1, 2011, and a maximum of \$8,000 effective March 1, 2012, annually for courses leading to a Bachelor of Science or a Master's degree in Nursing or a Master's degree in a work and health-related field as approved by the Vice-President Nursing. Regular part-time Registered Nurses shall receive a pro-rated benefit under this section for courses leading to a Bachelor of Science in Nursing.

### **Article 11.06, Jersey Shore University Medical Center—Health Professionals and Allied Employees:**

**Tuition Reimbursement:** Employees shall be entitled to tuition reimbursement in accordance with the Hospital's Tuition Assistance Policy which shall be incorporated by reference into this Agreement. The Hospital will provide at least sixty (60) calendar days' notice of any substantial changes to the Tuition Reimbursement Policy prior to implementation and will negotiate over the effects. Reimbursement will be paid promptly regardless of a member's LOA status.

1. Full-time up to 100 % reimbursement for each course to a maximum of \$5,250.00 per calendar year as defined by policy.

2. Part-time benefit-eligible up to 100% reimbursement for each course, up to a total maximum of \$2,625.00 per calendar year as defined by policy.

These monetary amounts will not be reduced during the life of this agreement.

Courses must be job (nursing) related or prepare an employee for promotional opportunity as specified by the Hospital. Employees engaged in courses of study which are neither job related nor prepare for a promotional opportunity as specified by the Hospital as of the date of this agreement may continue such studies.

### **Fee support for (re-)certification**

#### **Article V, Section O, Billings Clinic— Montana Nurses Association:**

The Hospital will prepay or reimburse nurses for up to two (2) national examinations (for example, a specialty and a sub-specialty exam, an initial specialty exam and retest, or two specialty exams). If maintaining the certification in a specialty area requires reexamination or a recertification processing fee, the Hospital agrees to prepay or reimburse the fee when evidence is provided that recertification has been completed. This provision allows for up to two exams related to the RN specialty area being paid by the hospital (even if the second exam is not a “designated” certification eligible for certification pay). The RN is responsible for providing Human Resources with a copy of their certification or recertification document.

#### **Article 10, Section 10.10, St. Vincent Charity Medical Center—Ohio Nurses Association:**

Should the Medical Center require a new certification, the cost of the certification will be paid by the Medical Center upon successful passage of the exam, for any nurse currently employed who does not have such certification. The newly required certification must be obtained in a time period determined by the Medical Center. Should the Medical Center hire a nurse with the knowledge that he/she does not have the required certification, the cost of the initial certification/testing will be reimbursed by the Medical Center upon successful passage of the exam.

### **Clinical ladder program**

#### **Article 33, Palisades Medical Center— Health Professionals and Allied Employees:**

The Medical Center and the Union agree to study and implement clinical career ladders for all employees in the unit providing for increased compensation when the employee fulfills a particular criterion in study and job performance. Implementation shall not take place until all terms are mutually acceptable by the Medical Center and the Union.

#### **Article 15, Section 12, Akron General Medical Center—Ohio Nurses Association:**

Staff nurses on the clinical ladder shall be able to grieve (Article 10) demotions or retentions of their position on the clinical ladder. Nurses denied initial entry to the clinical ladder shall be given specifics as to the denial and developmental plans shall be worked out between the nurse and her Director.

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## **Recruitment and Retention Benefits**

### **Student loan assistance**

#### **Side Letter on Student Loan Repayment Program, PeaceHealth Southwest Medical Center— Washington State Nurses Association:**

PeaceHealth will provide monthly student loan payment for eligible RNs through December 31, 2025. The benefit allocation will be paid prospectively as soon as the program can be implemented (estimated October 2022). Caregivers will be eligible for up to \$400 for fulltime (.8-1.0) and \$200 for parttime (.5-.790 per month. The benefit is nontaxable (through 2025), not to exceed IRS Section 127 limits in combination with tuition assistance program. The 2022 limit is \$5,250 inclusive of tuition reimbursement. Payments in excess of \$5,250 for calendar year 2022 will be processed as taxable income. Payments over IRS Section 127 limits in subsequent years will be processed as taxable income. There is no waiting or employment length requirements for RNs to apply to the program.

#### **Side Letter on Student Debt Clinic Pilot Program, Ohio State University Wexner Medical Center— Ohio Nurses Association:**

Once each calendar month, up to two OSUNO members will be allowed two (2) hours, without loss of pay, to conduct Student Debt Clinics with bargaining unit members.

Participants who attend the clinics will do so on their own time.

The employer agrees to provide space at no cost to OSUNO for the Student Debt Clinics.

This pilot program will remain in effect until July 1, 2023, at which time the parties may mutually agree to continue the program.

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# Stipends, Differentials and Reimbursement

## Float pay

### **Article 9, MultiCare Good Samaritan Hospital—Washington State Nurses Association**

\$5/hour when floated out of your clinical grouping. Applies when sent to 1 Dally if you're not caring for your usual acuity level of patient. Floating is defined as working on another unit outside a clinical group for a specific period of time.

Stat RNs will receive a differential in alignment with Tier 3 of the Float Pool rate - \$12/hour.

Tiered Float Pool increased amounts per tier—Tier 1 \$6/hour (was \$2), Tier 2 \$8/hour (was \$3), Tier 3 \$12/hour (was \$5).

## Critical need pay incentive

### **Article 10.11, Oregon Health and Sciences University—Oregon Nurses Association:**

The Employer has established a Critical Need Incentive (CNI) to reduce the use of local agency and traveling nurses, and to recognize OHSU nurses when covering difficult to fill shifts and peaks in census and acuity which have been identified and posted by the Employer.

## Unit staffing stabilization differential

### **Article 10.12, Oregon Health and Sciences University—Oregon Nurses Association:**

A unit staffing stabilization differential of six dollars (\$6.00) per hour will be paid based on unit designation. Units will be designated based on mutual agreement between the Employer and Association. The Employer and Association will meet to discuss whether a unit should receive this designation upon request of either party.

For units that are designated, the Employer and the Association will meet to discuss recommendations for stabilizing and improving the unit's staffing.

Designations will continue for ninety (90) days. After the first sixty (60) days, the Employer and Association will meet to review nurse staffing on the unit and may mutually agree to renew the designation if staffing has not sufficiently improved.

## Pay for missed meals

### **Article 7.7, St. Charles Bend Hospital—Oregon Nurses Association**

The Hospital, the Association, and the bargaining unit nurses have a mutual interest in nurses taking their meal and rest breaks. The Hospital is responsible for providing rest breaks and meal periods; it is the nurse's responsibility to take them. Accurate reporting of a missed meal period or rest break is not a basis for disciplinary action. Nurses must accurately and contemporaneously report missed meal periods and rest breaks at the time clock.

Starting July 1, 2024, in the event a nurse accurately reports a missed meal period or missed rest break on the time clock during their shift, they will be eligible to receive, upon request, a single payment equivalent to an additional half hour of pay at their base rate for a missed meal period and a quarter (0.25) of an hour pay for each missed rest break in the next payroll period. This payment will not be counted as an hour worked for any reason. Nurses who decline to take a break when offered are not eligible for this payment.

Starting July 1, 2025, in the event a nurse accurately reports a missed meal period or missed rest break on the time clock during their shift, they will be eligible to receive, upon request, a single payment equivalent to an additional hour of pay at their base rate for a missed meal period and a half hour pay for each missed rest break in the next payroll period. This payment will not be counted as an hour worked for any reason. Nurses who decline to take a break when offered are not eligible for this payment.

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# Staffing Practices

## Work and the collective bargaining unit

### **Collective bargaining unit composition—multiple units**

#### **Sections 1—4, Appendix J, Bayonne Medical Center—Health Professionals and Allied Employees**

1. Solely for the convenience of the parties and for no other purpose, the terms and conditions of employment applicable to the five (5) renewal collective bargaining agreements shall be incorporated into one single document. HPAE and the Medical Center agree that such a single document will make it easier for employees and management to access the collectively bargained terms and conditions of employment.

2. By preparing and executing a single document, neither the Medical Center nor HP AE intend to enlarge, alter or merge the certified and existing five (5) separate and distinct bargaining units. By preparing and executing a single document neither the Medical Center nor HP AE consent to any alteration of the five (5) separate and distinct bargaining units certified by the National Labor Relations Board. HP AE and the Medical Center agree that the scope of the five (5) bargaining units shall not be enlarged, altered or merged. HP AE and the Medical Center agree that the five (5) separate and distinct bargaining units are as set forth in Article 1 of the contract.
3. HP AE and the Medical Center understand and agree that the five (5) separate bargaining units remain separate and distinct and that there are terms and conditions which may apply to one bargaining unit but not to another. Further, HP AE and the Medical Center agree that the terms and conditions of the single document shall apply separately to the separate bargaining units.

For example, the Grievance Procedure for each separate bargaining unit shall apply separately, and absent the consent of HP AE and the Medical Center, a grievance shall be limited to the bargaining unit wherein such grievance has been filed and processed.

4. This Coordinated Collective Bargaining Agreement shall be attached to the single document which incorporates the terms and conditions of employment applicable to each of the five (5) separate and distinct bargaining units represented by HP AE.

## **New job classifications and re-classifications**

### **Article 1.2, VNA Health Group of New Jersey—Health Professionals and Allied Employees:**

In the event that the Employer establishes a new job classification which falls within the scope of the “recognition clause,” the Employer shall notify the Union in writing of such new job classification and shall bargain with the union regarding the new job classification’s terms and conditions of employment.

### **Article 1.2, UW Medicine—Washington State Nurses Association:**

New registered nurse job classifications established during the term of this Agreement shall be covered by this Agreement unless they are bona fide supervisory or administrative/management positions. The Association shall be notified of any new classifications established by the Employer.

### **Article 1, Section 3, State of Maryland—AFT-Maryland:**

If it is believed that the bargaining unit status of a classification has changed, the Employer or the Union, whichever is proposing the change, shall notify the other. Following such notice, the parties shall meet and attempt to resolve the issue. The Employer will promptly notify the Union of all decisions to establish new classifications. If a new classification is a successor title to a classification covered by this Agreement with no substantial change in duties, it shall become part of this bargaining unit. If a new classification contains a significant part of the work done by any classification in this bargaining unit or shares a community of interest with classifications in this bargaining unit, it shall become part of this bargaining unit. The Union may notify the Employer, within thirty (30) days of receiving notice of a new classification that it believes the classification should be in this bargaining unit. The parties will then meet to review the classification specifications and attempt to resolve the issue. If, within thirty (30) days of such notice, such issues are not resolved in determining the inclusion/exclusion of classifications, the parties shall consider the following factors:

- a. the community of interest of the employees involved;
- b. the Employer’s organizational structure;
- c. the Collective Bargaining Law (Title 3, State Personnel and Pensions Article);
- d. the principles of efficient administration of government, including limiting the fragmentation of government administrative authority; and
- e. the recommendations of the parties involved.

### **Article 11, Section B, Paragraph 83, University of Michigan—Professional Nurses Council:**

A joint conference, under the provisions of Art. 48 (Conferences) shall be held if the any of the following are under consideration:

1. Significant changes to a classification description;
2. Significant changes to placement standards;
3. A classification is deleted; or,
4. A new classification is created.

### **Article 9.3, Snohomish Health District—Washington State Nurses Association:**

If the Association wishes to propose the creation of a new Position Classification or the revision of an existing classification, such proposal shall be made at the time of submitting proposals for the revision of the existing Agreement. If the District wishes to propose the creation of a new Position Classification or the revision of any existing classification, such proposal shall be made either at the time of submitting proposals for revision of the existing Agreement, or in writing with 30 days’ notice to the Association. In the event

that the District makes such a proposal during the term of this Agreement, the Association will respond to the District's proposal within the 30-day notice period and a meeting, if requested, shall be convened within 45 days of the date of the original letter sent by the District to the Association. In no event shall an amendment to an existing Position Classification result in loss of wages or step increase to any member of the bargaining unit during the term of this Agreement. Position Classifications may not be created or revised without the written concurrence of both parties to this Agreement.

**Article 1, Section B, University of California—California Nurses Association:**

1. When the University creates a new Registered Nurse classification and title, the University shall mail a notice to the Association of the bargaining unit assignment, if any, of such classification. The Association shall have thirty (30) calendar days after mailing of such notice to contest the University's assignment of the newly created classification/title to a bargaining unit, or to an employee grouping which has not been assigned to a bargaining unit. Nurses shall not be assigned to the newly established classification until the bargaining unit assignment is either agreed to or resolved by PERB.
  - a. If the Association contests the bargaining unit assignment of the newly created classification/title within thirty (30) calendar day notice period, the University and the Association shall meet and confer in an effort to reach agreement on the bargaining unit assignment for the classification. If the parties are unable to reach agreement regarding the bargaining unit assignment of the title/classification, the dispute shall be submitted to PERB for resolution.
  - b. If the Association does not contest the bargaining unit assignment of the newly created position within the thirty (30) calendar day notice period, the unit assignment of the new classification shall be deemed agreeable to the parties and Nurses shall be assigned to the newly created classification
2. If the new classification is in the bargaining unit in accordance with the provisions of §B.1., above, the University and the Association shall meet and confer regarding the salary range and ancillary pay practices for that new classification.

**Article 4.1, State of Washington—Coalition:**

The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of

the specific position within a job classification that is being filled. If the Employer intends to convert a position which results in it no longer being in the bargaining unit, the Employer will fulfill its obligation to bargain. Only those candidates who have the position-specific skills and abilities required to perform the duties of the vacant position will be referred for further consideration by the employing agency.

**Article 54.2, William W. Backus Hospital—Backus Federation of Nurses:**

Any non-supervisory job created by virtue of the new changes will be filled by qualified bargaining unit employees if the new job requires the employee to acquire or maintain a Registered Nurse license and the hours of work meet the definitions described in Article 3, Definitions, of this Agreement.

**Work locations/relocations**

**Article 2.11, Providence Alaska Medical Center—Alaska Nurses Association:**

This Agreement shall not be affected by any geographical relocation of the place of business of either party.

**Articles 58.1 and 58.2, William W. Backus Hospital—Backus Federation of Nurses:**

- 58.1 The location, means and methods used in or relating to operation of the Hospital are within the sole discretion of the Hospital. The Parties shall meet and bargain regarding the effects of any change listed above in this Section. Bargaining shall commence as soon as the decision of such change is known by the Hospital. Effects bargaining shall begin Six (6) weeks prior to the implementation of such change when feasible unless the Hospital determines that because of operational or managerial needs said Six (6) week period is not practicable. This effects bargaining will not delay or prevent the implementation of the change.
- 58.2 Partial or complete closure, relocation, restructuring or reconfiguration of the Hospital is within the sole discretion of the Hospital. The Parties shall meet and bargain regarding the effects of any change listed above in this Section. Bargaining shall commence as soon as the decision of such change is known by the Hospital. Effects bargaining shall begin Six (6) weeks prior to the implementation of such change when feasible unless the Hospital determines that because of operational or managerial needs said Six (6) week period is not practicable. This effects bargaining will not delay or prevent the implementation of the change.

**Article 1, Section 3, Youngstown Ohio Hospital Company—Ohio Nurses Association:**

In the event Youngstown Ohio Hospital Company, LLC establishes any new location within the attached primary zip codes of Youngstown Ohio Hospital Company, LLC / Northside Medical Center, including any acute care hospital services, ER services or surgery center services, or service expansion of a current location associated with the Federal Tax Identification number of Youngstown Ohio Hospital Company, LLC / Northside Medical Center. Youngstown Ohio Hospital Company, LLC acknowledges that such operations employing RNs at such locations or expanded operations constitute accretions to the bargaining units represented by the ONA. RNs at such locations will be represented by the nurses of ONA/YGDNA. Accordingly, Youngstown Ohio Hospital Company, LLC will recognize the ONA as the exclusive bargaining representative of the RNs at such locations or expansions at current locations and agrees to place the affected RNs under the coverage of the existing ONA contract as modified herein. In doing so, Youngstown Ohio Hospital Company, LLC reserves the right to negotiate specific wages, benefits and other terms and conditions of employment for such RNs at that new location. Such location specific agreement will be incorporated into Youngstown Ohio Hospital Company, LLC / ONA Collective Bargaining Agreement as an addendum.

**Conversion of position to regular full/part-time**

**Article 4, Section 4.3, Narragausus Bay Health Care Facility—Downeast Federation of Nurses and Health Professionals:**

If a temporary employee is hired as a regular employee immediately following the temporary period of work, the employee shall receive probationary status credit for the time worked as a temporary up to a maximum of thirty (30) days. Such regular employees who have completed the requisite probationary period shall earn seniority retroactive to their last date of hire as a temporary employee.

**Article 3, Section B, University of California—California Nurses Association:**

If a limited appointment Nurse attains 1,000 hours of qualifying service within twelve (12) consecutive months without a break in service of at least 120 consecutive calendar days, they shall convert to career status following attainment of 1,000 hours of qualifying service.

- a. Qualifying service includes all time on pay status in one or more limited appointments at the campus/laboratory/hospital. Pay status shall not include on-call or overtime hours.
- b. Such career conversion shall be effective on the first day of the month following attainment of 1000 hours of qualifying service.

- c. Any break in service of 120 days or longer shall result in a new 12-month period for purposes of calculating the 1000-hour requirement.

**Section 1, Subsection G, Item 1, Kaiser Permanente—Kaiser Permanente Alliance of Health Care Unions:**

Immediately, the parties will review all available information for the purpose of determining which employees now classified as per diem, on-call or limited part time should be classified as regular part time if they satisfy the following criteria. For the purposes of the review, the parties will use hours worked during the period of August 1, 2014, through July 31, 2015. Those that will be reviewed must satisfy the following criteria:

- a. Employees who have worked 1,040 hours or more, in a single department, in the most recent 12-month period for which data is available. Credited hours will exclude time worked to cover leaves of absence and special projects.
- b. Employees who have worked 1,040 hours or more, in a combination of departments, subject to the criteria outlined in this section, may be eligible to be classified as regular part time as “float-pool” employees and may be assigned by the Employer to work in a department or multiple departments/facilities for which they are qualified to work. Not all employees in this category will be converted. The intent of this provision is to convert those employees that the parties agree have met the eligibility requirements outlined above while also considering the Employer’s staffing needs. Every reasonable effort will be made to convert such employees to regular part-time status.

Individuals covered under criteria a. and b. above shall be converted, unless the individual declines the regular part-time status, the first full pay period following September 30, 2015. Should the parties disagree as to the eligibility of employees for conversion, they shall use an interest based problem-solving approach to resolve the issue. Going forward, the parties will utilize the process set forth in the respective collective bargaining agreements. The parties further agree to undertake a systematic review of the balance of FT/PT, per diem and on-call positions under the auspices of the LMP Executive Committee, with the objective of finding an appropriate balance of positions. This review will begin immediately following the ratification of the National Agreement. Regular quarterly reports shall be made to the LMP Executive Committee until the review is complete.

**Article 13.11, Sacred Heart Medical Center—  
Oregon Nurses Association:**

Part-time nurses who feel that their work schedule calls for a review of the assigned positions in a unit will have the right to request such a review. If the review process results in a determination that an increase in FTE within the unit is warranted, the additional hours will be posted as outlined in Section 13.6 for in-unit nurses.

**Article 5.9.2, UW Medicine—  
Washington State Nurses Association:**

Reserve nurses who feel that they are not properly classified or any other nurse who feels that Reserve nurses are regularly working sufficient hours on shifts that could be reasonably combined to create a position of a .4 FTE or more for a period of more than three (3) consecutive months, shall have the right to require a review of the potential for posting such a position by the Director of the department or unit (or designee) and, if not satisfied, may submit the disagreement to the Conference Committee for review. For purposes of the review, the shifts worked by Reserve nurses to cover for a nurse on a leave of absence or vacation, or to fill a short-term emergency need shall be excluded.

**Article 5.12, St. Joseph Medical Center—  
Washington State Nurses Association:**

Part-time and per diem nurses continuously working above their FTE, or consistently working an FTE equivalent for over a twelve (12) week period, may request a review of worked hours above their current FTE. Increases up to a .2 FTE in a nurse's original (base) FTE may be awarded to the nurse and need not be posted. Their manager and Director of Human Resources will review it objectively and in good faith to determine if a position will be posted or additional hours added to the nurse's FTE. This review shall not apply when these additional hours/days are assigned to special projects, training, covering posted vacant positions, vacations, or leaves of absences. Such increase to one's FTE under this provision shall not directly result in a reduction of another nurse's FTE.

**Successorship**

**Article 24, Virtua—  
Health Professionals and Allied Employees:**

In the event of the transfer, sale or assignment of the Employer's facility or any portion thereof, the Employer will advise a prospective buyer of the existence of the collective bargaining agreement. Additionally, the Employer agrees that it will notify the Union of such prospective sale or assignment of the business or portion thereof and will negotiate with the Union regarding the effects of the transfer or sale. (The Employer shall have no further obligation to the Union or the employees in the event of a transfer, sale, or assignment of the Employer's facility). The status of the purchaser, transferee, or assignee of the facility as a successor shall be determined in accordance with applicable law.

**Article 16.8, PeaceHealth Ketchikan—  
Alaska Nurses Association:**

The employer will give written notice of the existence of this collective bargaining agreement to any prospective transferee with a copy of such notice given to the Union.

**Article 24, Englewood Hospital and Medical Center—  
Health Professionals and Allied Employees:**

In the event of a total acquisition of the Medical Center, to the extent legally permissible, the terms and provisions of this agreement shall be binding upon the parties hereto, their heirs, executors, administrators, assignees purchasers and successors. The hospital shall make best efforts to notify the union at least forty-eight (48) hours prior to the public announcement of such an agreement.

**Article 24, Lutheran Medical Center—  
United Federation of Teachers:**

This Agreement shall be binding upon the parties, their successors, and assigns.

**Article 34, UConn Health—  
United Health Professionals:**

UCONN Health shall include as a condition of sale or transfer of its ownership a disclosure that the purchaser may be deemed a legal successor. If UCONN Health sells or transfers its ownership in part or in its totality, and the purchaser/transferee is deemed a legal successor (as defined by statute and/or common law, such factors are specified in a side letter as they exist today and will be automatically modified as they change), such purchaser/transferee will be obligated to recognize and bargain with the UHP bargaining unit in accordance with the legal obligations and responsibilities of a successor. If UCONN Health sells or transfers its ownership in part or in its totality, all affected employees shall be entitled to their contractual rights. Nothing in this article shall supersede or in any way impact the subcontracting article or the savings clause. Nothing herein shall operate to impose the terms and conditions of this article or this Agreement on any employees not includable in the bargaining unit described in Article 1 of the Collective Bargaining Agreement between UCONN Health and the UHP. This Article shall apply only to transactions involving a private sector purchaser/transferee.

**Article 1.3, Palisades Medical Center—  
Health Professionals and Allied Employees:**

In the event an entire operation or any part thereof is taken over by receivership or bankruptcy proceeding, such operation shall continue to be subject to terms and conditions of this Agreement for the life thereof. In the event of an acquisition of the Medical Center or a merger of the Medical Center, this Agreement and its terms and conditions shall be binding on all parties, including the successor entity, for the life thereof, to the extent legally permissible. The Medical Center will notify the Union of a signed letter of intent to affiliate, merge, or consolidate with another institution or or-

ganization within fourteen (14) calendar days of the signing of the letter of intent.

## **Undermining bargaining unit work through insourcing**

### **Article 1, Section 8, Akron General Medical Center—Ohio Nurses Association:**

It is not the intention of the Medical Center to replace or displace [bargaining unit personnel] through the utilization of [non-bargaining unit] personnel. It is the intention of the Medical Center [non-bargaining unit] personnel shall be used to augment the staff of [bargaining unit personnel] only to the extent that a particular individual's skills may ethically and legally be utilized and not to the extent that a [bargaining unit] position is excluded. The Medical Center shall only use [non-bargaining unit] personnel to assist [bargaining unit personnel] with the care of patients on any particular unit. [Non-bargaining unit] personnel shall be under the direction of [bargaining unit personnel] and under the supervision of management as it applies to patient care.

### **Article 6, Section 5, East Liverpool City Hospital—Ohio Nurses Association:**

The Hospital shall not have supervisory nurses or non-bargaining unit nurses perform professional nursing duties normally performed by nurses in the bargaining unit except on a short-term basis for such situations of four hours or less. If attempts by the Hospital to obtain bargaining unit staff to cover the hours of work are unsuccessful, a non-bargaining unit registered nurse may work up to twelve (12) hours of work under situations such as:

1. Emergencies;
2. Instruction;
3. Provide assistance in times of high-volume periods;
4. Provide relief for lunches, breaks, education programs;
5. Maintain the supervisor's competencies. All nursing directors and supervisors will remain competent in the areas they direct.

Supervisory registered nurses and non-bargaining unit nurses shall not displace bargaining unit nurses in the event of a layoff/down-staffing within the bargaining unit.

## **Restrictions on use of outside nurses/AHPs**

### **Article 26, Section 3, University of Kansas Hospital Authority—Kansas University Nurses Association:**

The Hospital has the right to use PRN, weekend nurses, temporary nurses, nurse staffing agencies/contingent workers, and traveling nurses to address operational and patient care needs. Except for groups of employees hired to meet specific needs (such as PRN or Weekend programs), tempo-

rary, contingent, or agency employees shall be used only to meet temporary or emergency needs, or during times when the supply of nurses cannot meet the Hospital's demands for qualified nurses, as determined by the Hospital.

### **Article 11, Sections 1, 2, and 3, The Ohio State University—Ohio Nurses Association:**

Section 1. The parties agree that full and part-time nurses employed by the Hospitals are most likely to provide the desirable level of nursing care, to provide care to patients at an economical cost and to provide the necessary balance in assignment of shifts. The Hospitals' basic policy shall be to use their registered nursing staff to the exclusion of agency nurses from outside agencies except in situations where no other means of providing appropriate staffing are available.

Section 2. Travel/Agency nurses shall be used only as a supplement to and not to replace nurses employed by the Hospitals. Prior to using an agency nurse, the Hospitals shall attempt to cover a shift or partial shift with its own nursing staff. Before making any use of an agency nurse, the Hospitals shall offer each shift or partial shift to the members of its own staff within the affected unit who are qualified to perform the work.

Section 3. A travel/agency nurse shall not be assigned leadership or charge nurse responsibilities, unless the travel/agency nurse has had appropriate charge nurse experience at the Hospitals. The travel/agency nurse shall be expected to otherwise perform substantially the same functions as Hospital staff nurses.

### **Article 1, Section 8, Akron General Medical Center—Ohio Nurses Association:**

Agency nurses shall be used only as a supplement to and not to replace nurses employed by the Medical Center.

### **Article 6.5, University of Washington Medical Center—Washington State Nurses Association:**

It is the intent of the University of Washington Medical Center to minimize the employment of agency nurses. The Medical Center will continue its efforts to recruit and retain a broad base of regular full-time and/or part-time classified nurses. Nursing Administration retains the flexibility to utilize Agency nurses to meet patient care needs.

### **Article 7, Section 3, Cuyahoga County District Board of Health—Ohio Nurses Association:**

Substitute and temporary nurses can only supplement and will not displace any bargaining unit nurse and will not receive any benefits. A substitute or temporary nurse will not be used to avoid filling any vacancies.

### **Article 6.09, Englewood Hospital and Medical Center—Health Professionals and Allied Employees:**

Preference for available work time shall be given to bargaining unit employees over nurses supplied through outside agencies. If a traveler agency nurse works greater than six months, not related to a leave of absence, a posted vacancy or a significant operational initiative (e.g. Epic), the Medical Center shall post a position. The Medical Center will provide notice of the need to waive this section in the case of traveler agency contracts. Such notice shall identify the need, the unit, the shift and the length of time of the need. If time permits, the parties will explore staffing alternatives prior to a commitment being made. In the interest of ensuring proper coverage, the Union shall not unreasonably withhold its written waiver. Such consent shall specify the terms (e.g. unit, shift, and duration) for which the Union is waiving claims for work preference.

### **Subcontracting**

#### **Article 16.9, PeaceHealth Ketchikan Medical Center—Alaska Nurses Association:**

Before subcontracting work currently performed by employees in the bargaining unit, the Employer will provide the Union at least 120 calendar days' notice of its intent to subcontract the work, and will provide the Union with an opportunity to meet and discuss this impending decision and to bargain over the impact of the decision on bargaining unit employees within the 120-day period. This provision shall not apply to (1) work done on an occasional or temporary basis by non-bargaining unit personnel, including agency and travelers; (2) existing work that has been customarily subcontracted; (3) overload work that does not result in a reduction in FTE status of any bargaining unit employee; or (4) new work that cannot feasibly be performed by bargaining unit employees.

#### **Article 7.2, Snohomish Health District—Washington State Nurses Association:**

All bargaining unit work of the District shall be performed by bargaining unit employees except when necessary to eliminate excessive overtime caused by seasonal changes in the level of unit work, or when necessary to meet public health needs caused by a bona fide public health emergency. The District will not lay off bargaining unit employees in order to contract out bargaining unit work. The District will not contract out bargaining unit work if names of laid-off employees qualified to perform the work are listed on the unit recall register, without first offering the work to qualified employees on the recall register. Except for those circumstances involving a bona fide public health emergency, prior to contracting out bargaining unit work the District will provide 30 days' advance notice to the Association and will be available to discuss other alternatives with Association representatives.

## **Shifts, schedules and overtime**

### **Standard shift arrangements**

#### **Article 7.2, St. Charles Medical Center—Oregon Nurses Association:**

Each regular full-time and part-time bargaining unit position will have a designated basic workday, which shall be eight hours, nine hours, 10 hours, 11 hours, or 12 hours plus one-half hour meal period on the nurse's own time.

### **Shift trading**

#### **Article 13, Section 8, Akron General Medical Center—Ohio Nurses Association:**

Nurses may continue to trade shifts or arrange for their own replacements using bargaining unit nurses as long as each nurse is qualified to perform the necessary work, the Director and Staffing Office are notified in advance and the arrangement does not result in the payment of overtime to any nurse.

#### **Article 10, Section 3, East Liverpool City Hospital**

Nurses shall be permitted to exchange days off, and weekend duty, only when the trade is made between two (2) equally qualified, oriented, cross-trained nurses.

### **Schedule posting**

#### **Article 14, Section 2, The Ohio State University—Ohio Nurses Association:**

Four (4) week schedules shall be posted at least fourteen (14) days prior to the beginning of the schedule. Schedule request periods and deadlines shall be defined and clearly communicated to staff. Schedules of all staff working in a nursing unit will be visible to all other staff working in a nursing unit as of the posting date. Requests will be visible to nurse scheduling representatives as soon as schedule requests are closed.

#### **Article 13, Section 3, Akron General Medical Center—Ohio Nurses Association:**

Schedules of the nurses' workweek shall be posted in their department at least fourteen (14) days in advance. Deviations from the posted schedule may be made in order to meet the operational needs or changes of the Medical Center. However, the Medical Center shall give the nurse notice in writing as to what the changes are at least two (2) days in advance (except those positions indicated as flexible schedule) and will also personally notify the nurse.

### **Shift rotations**

#### **Article 14, Section 1, The Ohio State University—Ohio Nurses Association:**

The Hospitals shall not schedule any nurse to rotate more than two (2) different shifts in any four (4) week scheduling period.

**Article 12.4, Bergen Regional Medical Center—Health Professionals and Allied Employees:**

There shall be no involuntary shift rotation, absent mutual agreement.

**Section 10.7, Subsection b, Item 4, Cape Cod Hospital—Massachusetts Nurses Association:**

The Hospital will pay a premium of forty percent (40%) of the regular base wage of nurses who are required to rotate in excess of the number of times in a year stated in the chart below. (Note: For the purpose of administering this provision, the year begins on October 1 and ends on the following September 30. The category into which a nurse falls on October 1 of the rotation year shall be used for the entire year.)

Bargaining Unit Seniority (As of 10/1)	Number of Rotations After Which 40% Premium Is Payable
Less than one year	No premium payable
One full year through five years	After 35 rotations
Sixth full year through 10 years	After 25 rotations
11 full years through 15 full years	After 15 rotations
16 full years through 19 full years for nurses hired on or after October 1, 1985	After 10 rotations

**Article 7, Section J, Subsection B, Bozeman Health Deaconess Hospital—Montana Nurses Association:**

Regular full-time or regular part-time Registered Nurses will not be assigned more than two (2) different shifts within any scheduled workweek. Regular full-time nurses scheduled on a night shift may not be rotated in any one scheduled workweek.

**Weekend shifts**

**Article 6.12, Providence Alaska Medical Center—Alaska Nurses Association:**

The Employer shall schedule all regular full-time and part-time nurses for a minimum of every other weekend off or two (2) out of each four (4) weekends off unless mutually agreed by the nurse and the Employer....

**Article 5, Section A.8, Lutheran Medical Center—United Federation of Teachers/Nurses:**

It is the continuing goal of the Hospital to schedule weekends on an [every-other-weekend] basis provided that Registered Nurses shall receive at least two (2) weekends in four (4) off. A weekend is defined as Saturday and Sunday.

**Article 8.18, PeaceHealth Ketchikan Medical Center—Alaska Nurses Association:**

It is the mutual desire of each party that nurses have at least every other weekend off. In the event a nurse is required to work either Saturday or Sunday on two (2) consecutive weekends, all time worked on the second weekend shall be paid for at the rate of one and one-half (1 1/2) times the nurse’s regular hourly rate of pay, unless the nurse voluntarily agrees to work on the weekend either at the time of hire or thereafter (including any trading of weekend work or self-scheduling or stated availability by relief nurses). The next regularly scheduled weekend shall be paid at the nurse’s regular rate of pay.

**Overtime—general rules**

**Article 8.4, Tacoma General Hospital—Washington State Nurses Association:**

All work in excess of the normal work day or week shall be properly authorized and shall be compensated for at the rate of one and one-half (1 1/2) times the nurse’s regular rate of pay. Time paid for but not worked shall not count as time worked for purposes of computing overtime. If a nurse works more than twelve (12) consecutive hours within a twenty-four (24) hour period, all work performed in excess of twelve (12) consecutive hours shall be paid at the double time (2x) rate. Overtime shall be considered in effect when eight (8) minutes or more are worked after the end of the scheduled shift, and shall be calculated to the nearest fifteen (15) minute period. The Hospital and the Association concur that overtime should be discouraged. If overtime work is determined to be necessary by the Employer, nurses volunteering to work overtime will be the first assigned. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1 1/2) ....

**Article IX, Section 2, Community Hospital of Anaconda—Montana Nurses Association:**

Except as provided in Section 8 of Article IX regarding overtime paid to employees called in to work, the following shall apply:

- A. For eight-hour shift nurses, all work performed in excess of eight (8) hours in any one day, or eighty (80) hours in any one pay period shall be paid for at the rate of one and one-half (1 1/2) times the regular rate of pay.
- B. Nurses not working eight (8) hour shifts shall be compensated at one and one-half times the regular rate of pay for hours worked in excess of forty (40) hours in a work week or for hours worked in any single day in excess of the scheduled shift times (nine (9), ten (10), or twelve (12) hours shifts).

The shifts for each bid position will be defined in the description of the bid position when it is posted.

## Contingent and short notice work assignments

### On-call/standby status

#### Article 8.9, PeaceHealth Ketchikan Medical Center—Alaska Nurses Association:

A nurse shall be paid at the rate of one and one-half (1—1/2) times the nurse's regular rate of pay for time actually worked during a nurse's on-call status pursuant to Section 9.7. During all callbacks, nurses shall be paid for a minimum of two (2) hours and shall receive applicable shift differential pay. During a callback, the nurse may only be required to work the length of time that is required to complete all tasks related to the assignment for which the nurse was called back. Callback hours shall begin when the nurse reports for duty at the work site, except (a) home health nurses who make home visits from an on-call status shall receive callback pay for all travel time, and (b) callback pay shall include one-way travel time to the Medical Center for surgical services. Hours worked in callback from low census standby (distinguished from callback from scheduled call) will count toward hours worked when computing overtime.

#### Article 9.16.1-3, McKenzie-Willamette Medical Center—Oregon Nurses Association: 9.16.1 Rate of pay (applies to all Units in Hospital).

Base standby pay shall be five dollars and twenty-five cents (\$5.25) per hour. Holiday standby rate shall be seven dollars and eighty-seven and one-half cents (\$7.875) per hour. A nurse on assigned extended first call standby for more than sixty-four (64) hours in a four-week 15 schedule cycle shall receive one and one-half (1-1/2) times this rate (seven dollars and eighty-seven one-half cents (\$7.875) per hour and eleven dollar and eighty-one cents (\$11.81) per hour) for all scheduled first call standby hours in excess of sixty-four (64). Additional hours of first call extended standby that a nurse requests or voluntarily accepts from a co-worker do not qualify for the time and one-half (1-1/2) standby pay rate. A nurse who accepts a first call extended standby assignment within twenty-four (24) hours of the time the standby is required will be paid at the time and one-half (1-1/2) rate of standby pay for that additional first call extended standby assignment.

#### Article 10.06, Subsections A and B, Rutgers University—Health Professionals and Allied Employees:

- (A) On-call pay will be paid as follows:
  - \$4.50 per hour - Staff RNs
  - \$6.50 per hour - Advanced Practice Nurses
  - 20% Regular salary—CRNAs

If a non-exempt employee works during the on-call period, the employee shall be compensated at the rate of time and one half (1 1/2) his/her regular rate of pay.

- (B) A non-exempt employee who is called in to work during the on-call period shall be guaranteed a minimum of four (4) hours of assigned work except when the end of the on-call period coincides with the beginning of his/her regular shift.

### Census/shift cancellation procedure

#### Article 14.2, Sacred Heart Medical Center—Oregon Nurses Association:

Low Census. In the event of low census days/hours, 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 (unless a bargaining unit nurse volunteers to be placed on low census ahead of such a nurse), (2) nurses working at a premium rate of pay, including sixth and consecutive day pay, (3) volunteers, (4) per diem nurses scheduled following the posting of the work schedule, (5) regular nurses who are working that shift in excess of their regularly scheduled hours, (6) per diem nurses scheduled on the posted work schedule, and (7) finally, by a system of equitable rotation among the remaining nurses, provided the remaining nurses shall be qualified and available to perform the available work. For purposes of this provision, equitable rotation shall be defined as a system that assures that individual nurses over a span of two (2) consecutive work cycles do not bear a burden of placement on low census disproportionate to their assigned FTE. The system of equitable rotation shall be established by consensus of the manager(s) of the nursing unit and a majority of the staff nurses on that unit. Nurses who are intermittently assigned to an area shall be deemed qualified to perform in those areas for purposes of low census staffing adjustment. Floating will not be counted as low census.

### Mandatory overtime

#### Windham Community Memorial Hospital—Windham Federation of Professional Nurses:

In the last round of negotiations, Local 5041 eliminated mandatory overtime, defaulting to overtime strictly on a voluntary basis.

#### Windham Community Memorial—Windham Community Memorial Hospital United Employees:

In the last round of negotiations, Local 5099 eliminated mandatory overtime, defaulting to overtime strictly on a voluntary basis.

#### Article 15, Section 2, Lima Memorial Health System—Ohio Nurses Association:

There will be no mandatory overtime.

## **Article 7.6, University of Washington Medicine/Northwest—**

### **Washington State Nurses Association:**

The acceptance of overtime by any employee is strictly voluntary, except that overtime may be assigned on a mandatory basis (a) because of an unforeseeable emergent circumstance, (b) because of prescheduled on-call time, (c) when the Employer documents that the employer has used reasonable efforts to obtain staffing for reasons other than chronic staff shortages, or (d) when an employee is required to work overtime to complete a patient care procedure already in progress where the absence of the employee could have an adverse effect on the patient.

## **Section 4, Exhibit 1.H.5, Kaiser Permanente—Kaiser Permanente Coalition of Healthcare Unions:**

It is the intent to discontinue the practice of scheduling/ requiring mandatory overtime. Effective August 15, 2003, mandatory overtime will not be used except in a government-declared state of emergency. Even in a state of emergency, the facility/facilities will take all reasonable steps to utilize volunteers and to obtain coverage from other sources prior to mandating overtime. The pre-implementation time will be used to assess practices and develop new scheduling processes to make the discontinuance of mandatory overtime possible. Specifically, the parties will jointly review where the practice of mandatory overtime exists and work with department staff to develop procedures, processes, and solutions to avoid this need in the future. At the end of the pre-implementation period, it is expected that joint processes/procedures will be in place to assure successful implementation of the elimination of mandatory overtime after August 15.

## **Article 9.1.6, Oregon Health and Sciences University—Oregon Nurses Association:**

The Employer will act in accordance with ORS 441.166, which limits and regulates circumstances under which hospital nurses may be required to work overtime. Should it ever become necessary for an employee to work a mandatory overtime shift, the Employer agrees to equitably distribute such work according to its procedures and to compensate the employee at two times (2x) the employee's regular hourly rate of pay for all such hours worked. This provision equally applies to employees volunteering for identified mandatory overtime shifts. Individual bargaining for the purpose of securing payment of double time in a non-mandatory overtime situation is prohibited.

## **Hiring restrictions after layoff action**

### **Article 6.3.6, UW Medicine—**

#### **Washington State Nurses Association:**

As long as any nurse remains on layoff status, the Hospital shall not newly employ nurses into the bargaining unit until all qualified nurses holding recall rights have been offered

the position. Such offer will include up to six (6) weeks of training pursuant to Section 6.3.2.5 (d).

## **Floating policy and practice**

### **Float pool**

#### **Appendix E, The Ohio State University—Ohio Nurses Association:**

A float pool will be maintained for the purpose of augmenting the regular staff on units. The float pool shall be a separate nursing service under Article 16, Section 5 (F).

1. Float Pool Nurses may specialize in certain clinical areas and may request to work in those areas. However, a Float Pool Nurse may be assigned to any clinical area based on patient care needs. No Float Pool Nurse shall be assigned to any unit unless such unit is staffed by at least one (1) regularly assigned nurse from that unit or unless the nurse is familiar with the operations of that unit. Assignments will be made without reference to seniority.
2. All Float Pool Nurse positions shall be posted and bid on per Article 16, Sections 9 and 10. One year [of] experience is preferred.
3. Currently employed RNs who accept Float Pool Nurse positions shall receive appropriate orientation.
4. All nurses hired from outside the Medical Center shall receive the Article 8 orientation and a Float Pool orientation.
5. Nothing contained in this appendix shall preclude the Medical Center from assigning any other bargaining unit nurse from unit to unit at any time to respond to patient care needs in accordance with current practices. A nurse so assigned should be oriented to their float assignment and must be competent to safely staff such unit.

The parties agree that Float Pool Nurses will be covered by all provisions of the Collective Bargaining Agreement.

#### **LOA 5, St. Charles Health Medical Center—Bend—Oregon Nurses Association:**

##### **SHARED NURSING POOL (SNP) FOR ST. CHARLES HEALTH SYSTEM—BEND, REDMOND, AND PRINEVILLE HOSPITALS**

St. Charles Health System Inc., d/b/a St. Charles Bend ("Hospital"), Redmond and Prineville Hospital ("Hospital") and the Oregon Nurses Association ("Association") agree that the following provisions shall apply to the establishment and implementation of a SHARED NURSING POOL for St. Charles Health System Bend, Redmond and Prineville Hospitals. The SHARED NURSING POOL (SNP) is a nursing resource pool separate from the currently established float pool at the

Bend Hospital. This agreement will only apply to nurses regularly assigned to one Hospital and "floating" to the other Hospital for temporary shift assignment(s). Shift assignments may not be in the nurse's regular department or regular Hospital. Nurses will be assigned to departments they are qualified to perform the work to be done. Initial orientation will be provided when a nurse first works for a new unit.

Provisions in this LOA will only apply to the SNP.

**The goals of the Shared Nursing Pool are:**

Provide opportunities for nurses to supplement periods of call-off.

Use nursing resources where needed in times of shortages.

Allow nurses an opportunity to pick up additional shifts.

**Definition of Terms:**

Primary contract: The collective bargaining agreement which the nurse receives benefits under. For relief nurses this is the collective bargaining agreement which they were first hired under.

**Provisions of this LOA:**

All participation in the SNP will be voluntary.

Nurses participating in the SNP must be regular (FT/PT) or relief nurses at one (1) of the Hospitals.

Nurses must indicate their interest and willingness to participate in the SNP prior to being assigned in this capacity. Patient care support services in Bend will have forms for nurses to sign up for SNP assignments.

Nurses currently in formal, unresolved corrective action (written and/or final written) will not be eligible to participate in the SNP. Nurses can be removed from the SNP for performance concerns which have been documented through the corrective action process.

Hours worked in the SNP will be credited to the nurse's primary contract seniority accrual.

Nurses will be assigned to shifts in the SNP in the following order provided they are qualified for the assignment:

Nurses called-off due to low census within the current pay period.

Nurses still in straight time hours. If more than one nurse is eligible then by rotation.

Then by equal rotation within the SNP.

Call-Off/Low Census: In event of low census, nurses will be called off in the order of: Agency, SNP nurses, volunteers, travelers, then per contract at each location.

The nurse's primary contract shall prevail in all matters NOT addressed in this LOA.

Nurses on an SNP assignment shall not be shifted from one (1) campus to another once they have begun their shift, unless the nurse agrees to be shifted. The nurse may be asked to float from one (1) unit to another provided they are qualified and can be oriented to that unit.]

Nurses in relief positions other than their primary location will not be eligible to participate in the SNP unless they give up one (1) of their other relief position(s).

Nurses on standby will not be eligible to accept an assignment in the SNP that will conflict with their standby hours.

The administration of the SNP will be performed by Patient Care Support Services in Bend.

This LOA does not circumvent management's right to employ travelers and agency nurses as needed.

**Compensation:**

Nurses will be paid an SNP Premium of fifteen (\$15.00) per hour for all hours worked in an SNP assignment. Nurses will be paid their straight time hourly wage plus applicable shift differential (i.e. evening, night or weekend differential) from their primary contract position.

Nurses will be paid overtime when they have worked in excess of forty (40) hours in a work week or eighty (80) hours in a pay period. All hours worked by the nurse for either location will be included in this calculation.

1. If a nurse calls in, i.e., an unscheduled absence, during the involved pay period, the SNP premium will not apply.
2. If a nurse works one (1) of the six (6) recognized holidays, they will receive one and one-half (1 1/2) times their primary base rate plus any applicable shift differential as stated above plus the SNP premium. The SNP premium will not be subject to the overtime calculation.
3. Overtime will be calculated at one and one-half times the nurse's primary contract base rate plus any applicable shift differential (i.e. evening, night or weekend differentials). The SNP premium will be added to this wage but will not be subject to the overtime calculation.
4. All other contractual premiums will not apply to hours worked in the SNP.

## Floating and clinical unit orientations

### Article VIII, Section B, Providence St. Vincent Medical Center—Oregon Nurses Association:

Registered nurses shall be floated only to work environments for which they have been oriented. For purposes of this section, “oriented” means that the Registered nurse has received basic information needed to work on the unit, such as unit layout, location of supplies, and essential work protocols. Orientation will occur before the Registered nurse assumes patient care duties. All Registered nurses floating will receive orientation or training appropriate to the assignment and will be assigned a resource person from the unit’s primary staff for clinical guidance as needed. In consultation with the Registered nurse, the manager will schedule orientation/training of a Registered nurse prior to floating. Length of orientation will be dependent on the nurse’s previous experience and familiarity to the nursing unit to which such nurse is being floated and patient population to which such nurse will be assigned. Each unit will develop its own written orientation guidelines with Registered nurse input for Registered nurses who float into their unit. Such guidelines will be available for viewing on each unit. Such guidelines will include sufficient information to orient the Registered nurse on the unit.

## Data sharing on float employee usage

### Article 5.10, Englewood Hospital and Medical Center—Health Professionals and Allied Employees:

The Medical Center recognizes the need to use its best efforts to minimize and eliminate floating as demonstrated by the reduction in floating hours during the first quarter of 2005. Any limitation on floating shall not include floating under contract section 5.07 - Fluctuation of Census. The Medical Center will share the following data with HPAE on a quarterly basis in an electronic format:

- a) Float reports using codes 800 (floating) and 801 (floating at time and one-half) by month, unit, and shift.
- b) Post Schedules by unit and shift including sick, absent calls, and leave of absence.
- c) Daily census data by unit and shift.

## Staffing level determination

### Bargaining over changes to staffing practices

#### Article 19.1, St. Charles Medical Center-Bend—Oregon Nurses Association:

Except as modified by the collective bargaining agreement and past practices, the management of the Hospital and the direction of the work force shall be solely the right of the employer. The employer will bargain over any decisions regarding changes in the working conditions of employees.

### Article 8.6.1, Narragausus Bay Health Care Facility—Downeast Federation of Nurses and Health Professionals:

The Employer shall negotiate with the Union prior to any implementation, any proposed new policy, not expressly belonging to management under Article 9, that affects terms and conditions of employment.

### Article 14.3, Sacred Heart Medical Center—Oregon Nurses Association:

The provisions of this section shall apply in the event of a work force reorganization that does not 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, and changes of positions within a seniority pool.

- 14.3.1 Notice. Prior to implementing a work force reorganization, the Medical Center shall present the reorganization plan at a unit staff meeting with an invitation to the Association. The Medical Center shall subsequently provide the Association a detailed tentative reorganization plan at least sixty (60) days in advance of the scheduled implementation date.
- 14.3.2 Bargaining rights and obligations. The Medical Center shall, upon demand by the Association, bargain the impact of the work force reorganization. The parties’ bargaining rights and obligations shall be as follows: The Medical Center shall agree to meet on a minimum of three (3) occasions during the allotted 60-day period. After notice of reorganization is provided, nurses in a unit designated for reorganization will not change status or hours within the unit until position selection is completed. During the reorganization the parties will address the potential need to extend the time parameters in Section 13.9. At the written request of either party, the negotiation timeline shall be extended not to exceed 30 days without mutual agreement. At the conclusion of the timeline, bargaining over the proposed reorganization plan shall be deemed to be at an impasse and the Medical Center shall have the right to implement the terms of its last proposal to the Association.
- 14.3.3 Limitations. The Medical Center shall provide notice of reorganization so that the Association is not required to bargain more than three (3) proposed reorganization plans, or more than one plan affecting four (4) or more nursing units, at any given time. The 60-day limitations and minimum number of meetings referenced in this section shall be extended to 90 days and a minimum of four (4) meetings in the event of a reorganization plan affecting four (4) or more nursing units, and to 120 days and a minimum of five (5) meetings in the event of a bar-

gaining unit wide reorganization. These reorganization limitations may be altered by mutual agreement between the parties. Unresolved reorganization negotiations shall be suspended 30 days prior to the expected start date for renegotiations of this agreement and remain suspended until a new agreement is implemented.

- 14.3.4** FTE reductions. In the event a unit reorganization involves reductions in FTEs, the procedures outlined in Section 14.1.2 shall be followed.
- 14.3.5** FTE increases. In addition to the procedural obligations of this Section, the Medical Center agrees that it shall not, except as provided in Section 13.6, implement increases in bargaining unit members' FTE status without the Association's consent. The Association agrees to work collaboratively with the Medical Center in a sincere and cooperative attempt to reach consent in the event the Medical Center has proposed such increases, and to exercise a leadership role in this regard.
- 14.3.6** Evaluation. The Medical Center and Association shall agree to evaluate the effectiveness of the reorganization to identify additional changes that may need to be made, and evaluate whether the goals originally identified were met. This will occur within 60 to 120 days after the implementation of the reorganization.

**Clinical unit minimum nurse/AHP-patient ratios**

**Side Letter on Staffing, Section 1, The Ohio State University—Ohio Nurses Association:**

The Hospitals and ONA agree that quality patient care is the parties' most important priority and staffing levels should permit the delivery of safe, transformative patient care. The Hospitals shall implement a staffing plan that provides adequate, appropriate, and quality delivery of health care services and protects patient safety. Implementation of an acuity-based staffing plan based on evidenced based, nationally benchmarked staffing practices shall take full effect by July 1, 2020. The Hospitals' staffing plans shall provide that at all times during each shift within each unit of the hospital, and with an appropriate complement of ancillary and support staff, a direct care registered nurse may be assigned to not more than the following number of patients in that unit:

<b>Minimum Staffing Levels (RN:Patient)</b>	
<b>Acute Care Medical-Surgical</b>	1:4
<b>Progressive Care</b>	1:3
<b>Blended Acuity (PCU/Medical-Surgical)</b>	1:3
<b>Critical Care/ICU</b>	1:1-2
<b>Blended Acuity (ICU/PCU)</b>	1:2
<b>ED</b>	
<input type="checkbox"/> <b>Active Trauma/Arrest/Resuscitation/Violent</b>	2:1
<input type="checkbox"/> <b>Trauma (non-active status)/Critical Care</b>	1:1-2
<input type="checkbox"/> <b>Emergent</b>	1:3
<input type="checkbox"/> <b>Non-Emergent</b>	1:4
<input type="checkbox"/> <b>Psychiatry</b>	1:4-5
<b>OR</b>	1:1
<b>PACU</b>	1:1-2
<b>Labor and Delivery</b>	1:1-2
<b>Antepartum</b>	1:3
<b>Postpartum*</b>	1:3 couplets
<b>Neonatal</b>	
<input type="checkbox"/> <b>Intensive Care</b>	1:1-2
<input type="checkbox"/> <b>Intermediate Care</b>	1:2-3
<input type="checkbox"/> <b>Continuing Care</b>	1:3-4
<b>Rehabilitation</b>	1:5
<b>Acute Psychiatric</b>	1:4-6
<b>Outpatient Infusion</b>	1:3

\*OSUWMC will follow AWHONN staffing guidelines.

Staffing levels as stated above may increase or decrease within a unit, within a shift, or overall depending on changes in patient volume and/or acuity, emergencies, unforeseen events, and/or unanticipated changes in staff resources. For any deviation from the above, the Hospitals must demonstrate that prompt and diligent efforts were made to maintain required staffing levels.

The parties also agree that the health care delivery model is evolving and significant changes in health care policy, legislation, value-based care, and/or technological advances could necessitate staffing changes. In the event of such changes, the parties recognize that staffing levels may change and the parties will work together to effectuate such necessary changes through established Staffing Committees in Section 5 below.

A registered nurse shall not be included in the calculation of the direct care registered nurse-to-patient ratio unless that nurse has a current and active direct patient care assignment

and provides direct patient care in compliance with the requirements of this section, including competency requirements. The exemption in this subsection shall apply only during the hours in which the individual registered nurse has the principal responsibility of providing direct patient care and has no additional job duties as would a direct care registered nurse.

The parties agree that patient care needs and safety are the primary drivers when creating assignments. It is not the intent of the Hospitals to require a Charge Nurse to take a patient assignment. The Charge Nurse will follow the Charge Nurse Assignment Guide prior to taking a patient assignment.

### **MOU, Minimum Safe Staffing Standards, Oregon Health and Science University—Oregon Nurses Association:**

The parties agree that, per Article 28.4, the minimum patient ratios stipulated in HB2697 will be followed, by June 1, 2024. Beginning June 1, 2024, minimum patient ratios for the Emergency Department and the Acute Care floors (including oncology) will not fall below the following standards:

- a) Emergency Departments: see Exhibit 1 (adult ED) and 2 (pediatric ED) to this MOU for the staffing grids
- b) Acute care floors (including Oncology) with blended (acute + IMC) patients: blended patient assignments are a minimum ratio of 1:3; only acute care patient assignment is a minimum ratio of 1:4

The Employer will not decrease minimum staffing standards between the ratification of the CBA and when the staffing ratios in HB2697 become effective.

### **Acuity-based staffing: determination and oversight**

#### **Article 7.18, Yakima Regional Medical Center—Washington State Nurses Association:**

The Medical Center will make a good faith effort (seeking extra staff, contacting per diems, etc.) to see that reasonable acuity staffing levels are met in nursing units where appropriate subject to the judgment of the appropriate nursing manager and availability of resources. Nurses may raise concerns through the NPC.

#### **Article 4.3, Bergen Regional Medical Center—Health Professionals and Allied Employees:**

The staffing of all units and departments and the effectiveness of the acuity system shall be reviewed regularly by the Quality Liaisons and such reports shall be provided to the bi-monthly Quality Liaison Committee meetings. The Quality Liaison Committee shall be comprised of an

equal number of management and union representatives with the HPAAE State President, or her/his designee, and the Vice-President of Human Resources, or her/his designee serving as ex-officio members. There shall be a minimum of four (4) Quality Liaisons employed by the Medical Center for a minimum of one shift per week (8 or 12 hour shifts) in addition to attendance at QL Committee meetings, BCIA, COB Sub-Committee meetings, BRMC Health and Safety Committee meetings, BRMC Workplace Violence Committee meetings (and sub-committee meetings) and any meetings the QL is invited to attend by BRMC management in their role as QL. Such liaisons shall be independent monitors of the level of staffing and quality of care provided to patients and residents of the Medical Center and the Health and Safety of patients, residents, and staff of the Medical Center. The Liaisons shall be selected jointly from among the Registered Nurses and Non-Nursing Professional bargaining units (or as mutually agreed) by the union and the Medical Center and shall report directly to the Quality Liaison Committee. In the absence of mutual agreement on the selection of a QL, the Union will name a minimum of three candidates that are acceptable to the Union and the management shall select one of those candidates to serve as QL. They shall remain in their positions unless there is mutual consent of the parties to replace a Liaison with another staff member.

In addition to the responsibilities outlined above, the Quality Liaisons shall work to improve patient/resident care through objective and systematic monitoring and evaluation of the appropriateness of patient/resident care delivery and service by performing the essential functions listed in the Quality Liaison Job Description agreed to by the union and management and as revised from time to time by the joint Quality Liaison Committee (the parties agree to update this job description no later than September 1, 2019 to reflect added responsibilities reflected in this CBA).

Quality Liaisons shall be free to report their findings without censorship or fear of reprisal from management when reporting to the COB, BCIA, Bergen County or any other body of the hospital's license holder.

#### **Article 24.2, East Liverpool City Hospital—Ohio Nurses Association:**

Staffing decisions will be based upon census, acuity, and available staff. Decisions and adjustments will be determined by management. However, before any changes are made by management to staffing grids, the proposed changes will be discussed with ONA at a Labor Management Meeting.

**Article 3.05, Section C, Subsection 3, Item a, Englewood Hospital and Medical Center—Health Professionals and Allied Employees:**

The established Acuity subcommittee of the JNPC will facilitate the implementation process of the current system and implementation of a new one if chosen. If a new system is selected, the provisions of this article will apply notwithstanding the change in names and nomenclature of the new system. This committee is made up of 50% union and 50% management representatives as selected by their respective staffing co-chairs. There will be cross-divisional and cross-shift membership on the subcommittee. The staffing co-chairs of the JNPC will lead this subcommittee. The staffing co-chairs will report to the JNPC the progress of the implementation of the system.

The JNPC staffing co-chairs will review acuity data (contact census, i.e., department workload reports and acuity index reports) on a monthly basis to determine data validity, reliability, consistency and areas of concern. Reliable and valid data will be utilized, along with the indicators defined in C 3, b, c, d of this section to reevaluate the core staffing and targeted hours (J-1 and K).

The staffing co-chairs will facilitate the implementation and ongoing monitoring of staff compliance in the use of the PCSS. The staffing co-chairs will meet to develop an action plan for units who are either non-compliant, and/or problems identified through PCSS reports.

**Appendix G “Side Letter: CPC Staffing Advisory Committee,” Cape Cod Hospital—Massachusetts Nurses Association:**

The CPC SAC will review and discuss staffing matters and provide direct input to the Labor/Management Committee. Topics appropriate for the Committee to consider shall include, but not be limited to:

1. Development of a tool to measure the acuity level of the patient population and necessary adjustment to staffing to meet the needs of the patients.

**Reports/data on employer staffing practices**

**Article 3, Section 8, Akron General Medical Center—Ohio Nurses Association:**

The Medical Center will provide the local unit chair, within five (5) working days of the request the most recent staffing pattern for a specified unit.

**Article 3.15, Alaska Providence Medical Center—Alaska Nurses Association:**

The Association will be provided, on a quarterly basis, the departments utilizing travel/contract nurses along with the date the contract began and ends.

**Article 13.11, Sacred Heart Medical Center—Oregon Nurses Association:**

Per diem nurses shall not be utilized in lieu of posting a new regular position. At the request of the Association, the Medical Center and the Association will jointly review the staffing pattern and the utilization of per diem and other nurses in a unit and shift to determine whether additional regular positions/hours should be posted.

**Article 6.4, UW Medical Center—Washington State Nurses Association:**

The Association will be provided with quarterly reports on the use of per diem nurses used by unit and number of hours for the period covered by the report.

**Article 14, Paragraph 135-135D, University of Michigan—University of Michigan Professional Nurses’ Council:**

**135.** Members of unit workload review committees and the Association will be provided with education and information related to staffing and scheduling procedures, methodologies, considerations and tools, including available objective data.

**135A.** This information will include, if applicable, but is not limited to, fiscal considerations; tools, including patient classification system data and staffing data; other factors which may influence staffing and scheduling, such as road trips, delegation, training and mentoring responsibilities; the responsibilities of workload review committees, including relevant empowerment presentation; and the committee process.

[National Database of Nursing Quality Indicators] reports will be accessible to the Workload Review Committees in order to provide comparison among like units to advocate for a different staff mix or for more staff as situations require.

**135B.** At least monthly, the following will be provided for analysis:

- 1) Workload
- 2) Over appointment
- 3) Overtime
- 4) Assigned Time Off
- 5) Acuity and Activity trends
- 6) Anticipated and Unanticipated absences
- 7) Occupancy
- 8) Use of Agency Nurses
- 9) Any submitted Documentation of Practice Situation forms and any other relevant data
- 10) Position control and the unit budget
- 11) Use of professional development time.
- 12) UAP resources

**135C.** Ambulatory Care workload review committees will have the following data available for review

- 1) Past month's patient visits
- 2) Phone volumes (if available)
- 3) Productive and non-productive RN hours
- 4) Number of filled Licensed Practical Nurse and Medical Assistant hours
- 5) ACNRP and Decentralized float area staff usage and temporary and Per Diem nurse hours
- 6) Staffing plan including any benchmarks or budget information available
- 7) Other relevant data

Any unresolved issues will be referred to the joint meeting of the Association and the University.

**135D.** MVN/MVC workload review committees will have the following data available for review

- a) Average caseload
- b) Average visits per RN
- 1) Case mix weight
- 2) Activity trends
- 3) Scheduled and unscheduled PTO
- 4) Practice documents
- 5) Position Control budgets
- 6) OA/OT
- 7) Visit fall off rate
- 8) Professional development
- 9) Other benchmark data

Any unresolved issues will be referred to the joint meeting of the Association and the University.

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## Safety and Respect in the Workplace

### Fighting fatigue

#### Rest between shifts

##### **Article 14, Section 1 and 12, The Ohio State University—Ohio Nurses Association:**

A nurse shall have at least sixteen (16) consecutive hours off duty during the transition from the completion of working one (1) shift to the starting time of a different shift. Exceptions are allowed if mutually agreed to by the nurse and the Hospitals. .... No nurse will be required to work more than five (5) consecutive days without a day off unless mutually agreed upon.

##### **Article 6.14, Providence Alaska Medical Center— Alaska Nurses Association:**

Each nurse shall have an unbroken rest period of at least ten (10) hours between regularly- scheduled shifts unless the Medical Center and the nurse mutually agree otherwise. If a nurse returns with less than eight (8) hours off, the nurse shall be paid at one and one-half (1 ½) times the nurse's regular rate of pay for all hours worked until the nurse receives the rest period provided under this section. If a nurse is working in a callback status between the hours of 11 PM and 4 AM, the nurse will be given a 10-hour rest period at the end of the callback work. If such rest period results in the nurse missing regularly scheduled hours, the nurse will be paid for up to 8 hours of lost work time at the nurse's straight-time hourly rate. This section does not apply to time spent for educational purposes, staff meetings, committee meetings, or time spent on on-call.

##### **Article 7, Section J, Subsection A, Bozeman Health Deaconess Hospital— Montana Nurses Association:**

A regular part-time or regular full-time Registered Nurse working seven (7) consecutive days cannot be scheduled for another forty-seven (47) hours. Each nurse shall have an unbroken rest period of at least eleven (11) hours between shifts and at least twenty-four (24) hours between shifts when a nurse is off a single day.

##### **Article 7.10, UW Medicine— Washington State Nurses Association:**

In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with at least twelve (12) hours off duty between shifts. In the event a nurse is required to work with less than twelve (12) hours off duty between shifts, all time worked within this twelve (12) hour period shall be at time and one-half (1½ x) the regular rate of pay. This Section shall not apply to standby and callback assignments performed pursuant to Article 9.

#### Rest breaks

##### **Article 10, Section 3, Subsection A, Sky Lakes Medical Center—Oregon Nurses Association:**

One fifteen (15) minute rest period shall be allowed for each four (4) hour period of consecutive hours of work as follows:

- 2-6 hours: One break
- 6-10 hours: Another break
- Over 10 hours: Another break

##### **Article 10.6, Overlake Hospital Medical Center— Washington State Nurses Association:**

For each four (4) hours of working time, a nurse shall be allowed one (1) paid rest period of fifteen (15) minutes.

**Article 10.7, Overlake Hospital Medical Center—Washington State Nurses Association:**

Staffing plans will include strategies to more consistently enable nurses to take meal periods and rest breaks as required by the Agreement, and to encourage nurses to use their meal period and rest break opportunities. Beginning within two weeks of ratification, Overlake agrees to post and make reasonable efforts to hire eight (8) additional .9 FTE positions in the Float Pool who shall be assigned primarily to providing meal period and rest breaks for all shifts. These float/break relief nurses shall not replace or be used to supplement the break relief nurse systems in place as of May 1, 2017 in the Emergency Department and Perioperative Services.

**Article 7.7, St. Charles Bend Hospital—Oregon Nurses Association:**

The Hospital, the Association, and the bargaining unit nurses have a mutual interest in nurses

taking their meal and rest breaks. The Hospital is responsible for providing rest breaks and meal periods; it is the nurse's responsibility to take them. Accurate reporting of a missed meal period or rest break is not a basis for disciplinary action. Nurses must accurately and contemporaneously report missed meal periods and rest breaks at the time clock.

Starting July 1, 2024, in the event a nurse accurately reports a missed meal period or missed rest break on the time clock during their shift, they will be eligible to receive, upon request, a single payment equivalent to an additional half hour of pay at their base rate for a missed meal period and a quarter (0.25) of an hour pay for each missed rest break in the next payroll period. This payment will not be counted as an hour worked for any reason. Nurses who decline to take a break when offered are not eligible for this payment.

Starting July 1, 2025, in the event a nurse accurately reports a missed meal period or missed rest break on the time clock during their shift, they will be eligible to receive, upon request, a single payment equivalent to an additional hour of pay at their base rate for a missed meal period and a half hour pay for each missed rest break in the next payroll period. This payment will not be counted as an hour worked for any reason. Nurses who decline to take a break when offered are not eligible for this payment.

One (1) fifteen (15)-minute paid rest period shall be allowed for each four (4)-hour period of employment, and one (1) thirty (30)-minute meal period on the nurse's own time. The Hospital will comply with all legal requirements with respect to meals and breaks if not otherwise provided in this Agreement, with the understanding that all exceptions to such legal requirements must be permissible under the law. To ensure compliance with all legal requirements with respect to meal

and break periods, the Hospital will provide adequate staffing, which shall be reflected in the department-based plan described in sub-part F below. The Hospital will work with the Association and nurses to accommodate nurses' needs and legal requirements with respect to meals and breaks as long as all accommodations are either in accordance with or permissible under state and federal law.

When possible, meal breaks will be taken during the following working hours:

- For eight (8)-hour shifts between the third (3<sup>rd</sup>) and sixth (6<sup>th</sup>) working hour.
- For nine (9)-hour shifts between the third (3<sup>rd</sup>) and seventh (7<sup>th</sup>) working hour.
- For ten (10)-hour shifts between the fourth (4<sup>th</sup>) and eighth (8<sup>th</sup>) working hour.
- For twelve (12)-hour shifts between the fourth (4<sup>th</sup>) and ninth (9<sup>th</sup>) working hour.

When possible, meal breaks will be scheduled by mutual agreement; management reserves the right to assign break time.

All other provisions regarding meal and/or rest breaks contained in the labor contract, work instructions, or Bureau of Labor and Industries regulations will apply.

It is the intention of the Hospital to provide rest and meal breaks separate from each other. The option to combine one (1) rest break with the meal break will be allowed when mutually agreed upon. Patient care and department staffing will be the primary consideration when combining one (1) rest break and the meal break. The combination of one (1) rest break and meal break will be administered on a department by department and/or shift by shift basis.

The Parties agree that the provision of rest breaks and meal periods is best addressed by department-based decisions where the affected nurses and nursing leadership are involved in creative and flexible approaches.

Each department has the flexibility to develop a written plan for providing nurses with rest and meal periods set forth in this section, subject to the following:

The department-based plan will be developed and implemented within six (6) months of ratification of this Agreement.

The plan must have the agreement of the department manager.

Nurses will follow the methodology outlined in the department plan.

If a nurse anticipates that he or she will be unable to take a meal period or rest break, the nurse will inform the charge nurse (or supervisor, if the charge nurse is not available) as soon as possible. The charge nurse, supervisor, or manager will make reasonable efforts to provide the nurse with such break(s) or meal period. Charge nurses who are encountering difficulties with providing meal and rest breaks to nurses on their department will notify their manager or designee in a timely manner.

Each department will review its written plan no less than annually to determine whether revision to the plan is necessary. Such necessary revisions will take place with input from the nurses on that department. Each annual review will include a list of practices on the department that have been successful in allowing nurses to regularly receive meal periods and breaks, as well as any challenges. The Bend Staffing Committee will maintain a list of department-based plans' successful practices on meal periods and rest breaks in the different departments throughout the Hospital.

## **Meal breaks**

### **Article 10.6, Overlake Hospital Medical Center—Washington State Nurses Association:**

A nurse shall receive an unpaid meal period of one-half (1/2) hour when scheduled to work more than five (5) hours. Consistent with the Hospital's practice over the years, nurses electing to work twelve-hour shifts shall have the choice of working a twelve-hour that includes one or two unpaid meal period(s). Nurses electing to work a twelve-hour shift with one unpaid meal period must waive their right to a second unpaid meal period on a form provided by the Hospital. A nurse required to remain on duty or in the Hospital during the meal period shall be compensated for such time at the appropriate rate of pay.

## **Sleeping while on break/on-call**

### **Article 13, Section 4, Akron General Medical Center—Ohio Nurses Association:**

Nurses who have informed management will not be disciplined for sleeping during meal break/rest periods provided they are out of patient care and public areas of the Medical Center.

### **Article XVI, Section 10, Salem Regional Medical Center—Ohio Nurses Association:**

A nurse who is on-call may request through her nursing supervisor, a sleeping room. Such a request shall be considered subject to the patient care and the operational needs of the Hospital and patient room availability.

### **MOU, Pullman Regional Hospital—Washington State Nurses Association:**

Pullman Regional Hospital (the "Hospital") and the Washington State Nurses Association (the "Association") agree that during a calendar year, a nurse required to be on standby with response time of thirty (30) minutes or less shall have the following sleep room options (to be utilized in this order):

1. Be able to use Hospital provided sleep rooms, if available;
2. Be paid Fifty Dollars (\$50.00) or fifty percent (50%) of hotel/motel room rental, whichever is less, up to ten (10) occurrences per year, if option 1 is not available. [Such payment may be used by the nurse towards hotel/motel room rental or the Hospital may instead pay it to another individual who provides use of a room at a private residence for the nurse.] For this option, a receipt for hotel/motel room rental or written statement regarding private residence must be submitted to the Nurse Manager for Hospital processing and payment; or
3. Be reimbursed full reasonable hotel/motel costs at the eleventh (11th) occurrence and thereafter if option 1 is not available. (A receipt must be submitted to the Nurse Manager for Hospital processing and payment.)
4. Pullman Regional Hospital will periodically explore other temporary housing alternatives that may be of assistance regarding this sleep room need.

### **Article 24, Section G, University of Vermont Medical Center—Vermont Federation of Nurses and Health Professionals:**

Sleep rooms may be provided, if available, free of charge, for bargaining unit employees who are on call.

## **Break nurses**

### **MultiCare Good Samaritan Hospital—Washington State Nurses Association:**

- Effective 5/1/24, the break buddy system will not be the primary method of providing break relief and will only be used as a last resource. Specifically, the break buddy system will be a last resource to ensure meals and breaks are provided on a unit, as defined in the unit's meal and break plan.
- Unit management with input by the bargaining unit staffing committee representative will create a meal and break process for their unit.
- Break relief nurses shall have similar skills, scope, and competencies and shall not have a patient assignment.
- Units who select to use flex RNs for meal and break coverage may continue to do so as part of their unit meal and break plan.

- Plan(s) shall be submitted to the hospital staffing committee no later than April 1, 2024 and shall be reviewed during the April 2024 staffing committee meeting for its approval.
- Upon approval by the staffing committee, or effective May 1, 2024, leaders shall implement the meal and break plan(s).
- If a unit misses more than 20% of breaks during a quarter, or is utilizing the buddy system or flex nurses more than 20% of the time, the HSC will review to determine if there are systemic issues on the unit leading to these problems. HSC can make recommendations to the unit on how to meet the plan.

## Documenting unsafe assignments

### Assignment despite objection

#### Article 6.5, Marcus Daly Hospital Corporation—Montana Nurses Association:

Nurses shall cooperate with the hospital to attain and maintain full efficiency and safe patient care. The nurse shall act to safeguard the patient when his/her care and safety are affected, and address immediate concerns. It shall be the nurse's obligation to promptly inform his/her immediate supervisor and follow hospital protocol in completion of appropriate paperwork. Nurses may utilize Assignment Despite Objection (ADO) forms to document the situation and bring concerns forward to PCC. Review of ADOs shall be a standing agenda item of the Professional Conference Committee

#### Article 10.3.4, Providence Holy Family Hospital—Washington State Nurses Association:

Perceived unresolved staffing problems may be documented on an Assignment Despite Objection Form. The nurse shall submit the form to their nurse manager for review and shall forward a copy to the local unit chair/cochairs. The nurse manager or designee will document a response on the form and submit the original with the response to the Senior Nurse Leader and a copy of the original with the response to the local unit chair/co-chairs within fourteen (14) days of the nurse's submission of the form. Assignment Despite Objection Forms will be reviewed by the local chair/co-chairs and the Senior Nurse Leader (or designee) at least quarterly, unless mutually agreed to otherwise. Trends will be brought to the Conference Committee for review.

## Workplace hazards

### Health and safety—comprehensive

#### Comprehensive health and safety 26, Oregon Health and Science University—Oregon Nurses Association:

**26.1 Health and Safety Standards.** The parties agree to abide by standards of health and safety in accordance with the Oregon Safe Employment Act (ORS Chapter 654). "As-

sault" as used in this Article is defined under Oregon Revised Statute Chapter 163. OHSU seeks a safe environment for its community, including employees, patients, visitors, students, affiliates and guests, and is committed to maintaining an environment free from violence and threats of violence. Violence and threats of violence in the workplace will not be tolerated. Prominent signs shall be posted in the workplace indicating that violence will not be tolerated. OHSU will follow its Workplace Violence policy. ONA and OHSU endorse nursing participation in workplace violence prevention programs, committees and education.

**26.2 Health and Safety Commitments.** The Hospital and Association are committed to:

1. A culture that will reduce staff injuries and enhance overall safety and security in the workplace.
2. Workplace violence prevention.
3. Exploration of a no-lifting policy, new equipment, and lift teams.
4. Development and implementation of an assault prevention and protection program for employees that includes training on a regular and ongoing basis.
5. The Employer, with the Association's support and cooperation, will expand training for employees regarding personal safety and deescalation. The training will include trauma-informed care/crisis intervention and de-escalation techniques (to address, among other things, physical abuse, verbal aggression, and exposure to sexual conduct). Paid time will be provided for all training.
6. Cooperating with Occupational Health to promote its ability to serve as an advocate for employee health and to interact with employees in a mutually respectful manner.
7. Assuring that a streamlined and clear reporting process exists. OHSU Committees related to safety shall be provided quarterly (and upon request):
  - a. OSHA workplace violence logs;
  - b. Department of Public Safety reports as defined by ORS 654.062, 654.414, and 654.416;
  - c. Copies of OSHA records; and
  - d. Worker and Student Injury Reporting System records.

The Employer may only redact information from the above documents necessary to comply with applicable privacy laws, including HIPAA, or other relevant laws. Committees may request additional information that is relevant and helpful.

1. Staff nurses may request, through their UBNPC and/or unit-level leadership, an assessment of the unit which may include resources, physical geography, patient population, and staff educational needs on the unit in order to address unit concerns in the prevention of workplace violence.
2. Facility building or remodeling in direct patient care areas will be assessed for safe patient handling and workplace violence prevention opportunities, which includes consultation with direct care nurses and applicable UBNPCs during the process of designing the spaces.

### **26.3 Emergency Department Needs.**The parties agree:

1. Security staff and other trained OHSU-employed staff (excluding nurses) shall use reasonable best efforts to screen patients, visitors, and all belongings every time they enter the Emergency Department, either by metal detector, wand, or pat down. This includes any patient/visitor that arrives via emergency medical services (EMS). All people that have been screened will have a visual identification (i.e., bracelet) to assure others that the screening has occurred. Anyone that has not been screened upon entry will be screened as soon as reasonably possible. The employer shall provide 24/7 staffing in the Emergency Department for metal detector screenings.
2. DPS will be physically present in the emergency department 24/7, except where officer discretion dictates an urgent response elsewhere.
3. Nurses assigned to the Emergency Departments will receive enhanced in-person de-escalation training that includes advanced physical skills.
4. The ED UBNPCs will be able to make recommendations to improve safety in their departments.

### **26.4 DPS/Safety Services throughout the hospital campus.**

1. DPS/Safety services will round as call load allows throughout the hospital. The safety committees identified in Section 26.11 and UBNPCs may identify areas needing more frequent DPS rotation.
2. OHSU will provide the proper amount of staff, in the Employer's reasonable discretion, on the Code Green response team to respond to Code Greens 24/7, in-

cluding specially trained staff. Specially trained staff is defined by the OHSU Code Green Policy.

3. Code Green at Waterfront - Beginning January 1, 2024, a modified Code Green response with specially trained staff at the waterfront will be used at the OHSU waterfront for daytime, weekday hours.
4. The Employer will define Code Green to include behavioral incidents involving violence or immediate precursors to violence (such as threatening behavior), regardless of their form.
5. The Employer, with the cooperation of involved nurses, shall track the number, location and time of the utilization of the rapid response team, Code Green, and all known patient and staff assaults that involve staff nurses. The data will, upon request, be shared and reviewed with the AURN/Management Cooperative Committee and the Workplace Violence Committee.
6. The Employer shall maintain a process for emergency lock downs and train nurses on that process. This process will include a communications plan for all OHSU locations.

**26.5 Mutual Responsibility.** Employees and management personnel should both be aware of safety and health regulations and recognize that they have a mutual responsibility to assist in maintaining good health and safety practices, procedures and regulations. These shall include but not be limited to the following:

- a. Availability and use of mechanical safeguards;
- b. Adherence to known safety work practices;
- c. Proper use of personal protective safety devices and wearing apparel;
- d. Adherence to provisions applicable under the Occupational Safety and Health Act; and
- e. Use of equipment according to manufacturer standards except in emergency/shortage situations. In the event that there is a deviation from manufacturer standards, the Employer shall follow applicable national or local standards or guidelines.

**26.6 Safety Protection Devices.** Proper safety devices, apparel and equipment shall be provided by the Employer for all employees engaged in work where such items are necessary to meet the requirements of safety compliance laws, regulations and policies. Employees must use such items, where provided.

**26.7 Communicable Disease Screenings.** The Employer shall provide tuberculosis, communicable disease, and all other Employer-recommended or required screenings/tests at no cost to the employee in accordance with evidence-based guidelines as approved by Occupational Health.

**26.8 Refusal to Perform Allegedly Unsafe Work.** If an employee claims that an assigned job or assigned equipment is unsafe or might duly endanger their health, and for that reason refuses to do that job or use the equipment, the employee shall immediately give their reasons for this conclusion to their supervisor in writing. The Employer shall promptly review and investigate the basis for the employee's claim and determine what action, if any, should be taken. If the employee is not satisfied by the Employer's response, they shall state in writing the reasons for such dissatisfaction. The Employer shall then request an immediate determination by Environmental Health and Safety (EHS) as to the safety of the job or equipment in question. EHS may be contacted at [ehs@ohsu.edu](mailto:ehs@ohsu.edu) or by calling 503-494-4444 and requesting to be connected with the EHS Manager On-Call. If further information or clarification is needed, EHS, the Association or the employee may contact OR-OSHA for assistance. An Association representative or nurse representative may accompany the OR-OSHA representative and employee(s) during the determination.

**Opportunity for other suitable work.** Pending the outcome of the process described above, the employee shall be given suitable work elsewhere. The Employer shall use its best efforts to schedule such work on the same days and shift as the employee was originally scheduled. If no suitable work is available, the employee shall be sent home.

Paid/unpaid time lost. Time lost by the employee as a result of any refusal to perform work on the grounds that it is unsafe or might unduly endanger their health shall not be paid by the Employer unless the employee's claim is upheld.

**26.9 Workplace Violence Response.** The parties recognize that accurate information regarding the reporting of workplace violence is imperative to analyzing trends or patterns to continue to promote a safe workplace. Therefore, nurses will make every effort to report incidents of workplace violence. The Workplace Violence Committee will review the current tools and processes in place for reporting incidents of workplace violence and make recommendations to the Hospital. Nurses are encouraged to contact the Occupational Health Department following any incident of workplace violence when appropriate.

The Hospital will encourage nurses who are victims of assault in the workplace to report the event and will recognize the potential of emotional impact. The Employer will follow its established processes regarding workplace violence reports.

When a violent event occurs on a unit, the victim and/or impacted staff may request a documented debrief and/or

that the Employer alert employees of available resources. The intent of the debrief is to create a safe space for staff to discuss the event. OHSU Quality will determine if a Root Cause Analysis (RCA) is needed. If there is an RCA, all involved staff will be invited. The Nurse Leader and Occupational Health will facilitate support and resources for the affected nurse(s).

If a nurse who has been assaulted at work is unable to continue working after reporting the incident, the nurse will be released from duty without loss of pay for the remainder of that shift. If additional time away is needed, the Occupational Health Department will explore options with the nurse via programs, resources and offerings available.

A nurse who has been assaulted by a patient or that patient's family member or visitor shall not be required to assume the assignment of that patient on a future date without the consent of the nurse except in cases of an emergency.

The Hospital will extend reasonable cooperation to any nurse assaulted in the workplace who chooses to exercise their rights under the law.

**26.10 Exposure to Serious Communicable Disease.** If in the conduct of official duties an employee is exposed to a serious communicable disease or is determined by Occupational Health to have had a high risk exposure to a disease which would require immunization, testing or treatment, the employee shall be provided immunization against, testing for, or treatment of such communicable disease without cost to the employee. Employees who Occupational Health requires to quarantine due to high-risk exposures at work as determined by Occupational Health, and who are not receiving time loss benefits on a workers' compensation claim, shall receive paid administrative leave for the lesser of the government-recommended quarantine period for the disease to which the employee was exposed or until they are cleared to return to work by Occupational Health. This section does not apply for nurses while they are assigned to work from home.

**26.11 OHSU Committees Related to Safety.** The Association shall have at least two bargaining unit member positions in the following OHSU committees related to safety, or their successors:

- Cognitive Behavioral Care Committee
- Culture of Safety Committee
- Emergency Management Committee
- Quality Oversight Committee
- Safety Oversight Committee
- Workplace Violence Committee
- Workplace Injury Committee
- Trauma Informed Care Advisory Committee
- Restraint and Seclusion Best Practices Committee

The Professional Nursing Care Committee will seek volunteers from the bargaining unit for these committees pursuant to Section 27.3. AURN will appoint the bargaining unit members for each position. The Employer may forward

names of volunteers to the PNCC from the bargaining unit to these committees. The Employer will cooperate in providing the committee members with relevant background information. The committees mentioned in this section shall:

1. Meet as agreed upon to consider and develop recommendations on health and safety matters pursuant to their charters or other governing documents. Recommendations will be sent to the appropriate hospital wide safety committee and/or OHSU nursing leadership for action.
2. The Workplace Violence Committee, itself or in cooperation with other Hospital Health and Safety Committees, will develop a process to mutually assess risk management decisions, analyze injuries and incidents of workplace violence, and identify ways to prevent such injuries or incidents using experts as needed to accomplish these tasks.
3. The Employer and nurse representatives of each above committee will provide a report every six months to the AURN Management Cooperative Committee of the progress for the above committees.

**26.12 Impairment Free Workplace.** The Employer and the Association are committed to providing a safe work environment for staff, patients, and the public. In order to meet this objective, a policy addressing an impairment free workplace has been established. A copy of the most current policy will be electronically accessible on the Employer's Policy Management System. Nurses will be drug tested upon hire, but cannot be drug tested thereafter other than with reasonable suspicion, or as required by law/regulation.

**26.12.1 Impairment Free Workplace Committee.** A joint committee will be maintained to assist management and staff in understanding and administering the policy. The committee shall meet a minimum of one time per calendar year in the month of October to review the policy and changes in partners (drug testing and evaluation vendors). The committee shall be composed of six (6) members; three (3) members designated by AURN and three (3) members designated by the Employer. Every reasonable effort will be made to reach full consensus on any material changes to this policy. If consensus fails, the issue will be decided by majority vote among committee members. If the vote does not result in a majority decision, the matter will be referred to the Chief Nurse Executive for a final review and determination. Committee members will be paid at the straight time rate of pay for activities related to the committee.

**26.12.11 Applying the Impairment Free Policy.** A good faith attempt will be made to rotate cases covered by AURN and management, subject to their availability for meetings. AURN may appoint three (3) alternate nurses to attend pre-investigatory and investigatory conference meetings.

**26.13 Safe Patient Mobilization.** The Employer and the Association have a mutual interest in reducing the potential of injury to patients and to employees entrusted with the handling and mobilization of patients, in developing accountability of employees for their personal safety and the safety of patients, and in enhancing the work environment. Accordingly, the parties mutually support the Safe Patient Mobilization Program at OHSU ("Program") that is championed by the Chief Nurse Executive and facilitated by the Safe Patient Mobilization Committee. The AURN may appoint at least one (1) member to the committee with a two-year rotating term. The parties' mutual support extends to the goals, governance, initial focus, strategies and tactics that are reflected in the Safe Patient Mobilization Program Plan, as that document continues to change and develop over time. The Employer will maintain and fund the Program as it evolves, as determined by the CNE.

**26.14 Suicide Prevention Program.** The Employer will provide a Suicide Prevention Program.

1. Reasonable resources will be put towards supporting and maintaining this program.
2. A Trauma Informed Care Program shall be provided for nurses experiencing trauma at work. To access Occupational Health's mental health program, nurses can email [OcchealthMH@ohsu.edu](mailto:OcchealthMH@ohsu.edu).
3. The Employer will educate employees about well-being resources including the EAP, 988 National Suicide and Crisis Lifeline; the Trauma Informed Care Program and a link for these resources will be displayed on the main O2 webpage.
4. Suicide prevention education will be provided annually. Additionally, education about well-being resources and processes may be provided annually on Unit Education Days or other designated days.

**26.15 Locking Cabinets.** The Employer will establish locked cabinets in all units, including cabinets in each acute care adult inpatient room. When safety concerns arise, including when a patient refuses to place belongings in locked cabinets, the nurse should follow the Safety Searches Policy and engage the Employer's chain of resolution policy.

### **Article 31, Cooper University Health Care, Health Professionals and Allied Employees:**

The Medical Center and the Union recognize that patient and employee health and safety is of paramount importance, as part of a continuous effort to improve the safety and health of patients and employees.

The Medical Center will observe and comply with all local, state, and federal health and safety laws and regulations. The Medical Center will provide and maintain a safe and healthy workplace free of recognized hazards. The Medical

Center shall conform to all OSHA and other pertinent applicable health and safety laws, thus providing a healthy and safe working environment.

Affected employees will receive mandatory appropriate in-service training on new safety equipment, devices, materials, and procedures. Absent conditions beyond the control of the employer (for example back orders or interruption in production) the employer shall provide non latex nitril gloves upon request with documented allergy.

### **Joint Health and Safety Committee**

There shall be a Joint Health and Safety Committee (the Committee) composed of four (4) representatives from the Union, and four (4) representatives from the Medical Center.

The Committee shall address issues related to the health and safety of the employees. The committee will participate in the development of health and safety programs for the staff, review and identify hazards, participate in the investigation of health and safety problems, and identify remedial actions.

**Minutes will be distributed to all representatives within 2 weeks after meeting.**

The Committee shall oversee the functioning of the Safe Patient Handling Task Force, and the implementation of the stated goals of that group.

The Committee will develop specific measures, including training programs, to improve the physical work environment, work practices and work design.

The Committee shall review the functioning of the Violence Prevention Committee, and shall review progress with the implementation of the additional mandatory education for caregivers. The Committee will recommend additional training or procedures or processes as needed.

The Bloodborne Pathogen Committee (BBP Committee) shall also report on a regular basis to the Committee. It is understood that there will be bargaining unit members appointed to the BBP Committee by the Union. The Committee will review the purpose of the Needle Safety Committee, and will make recommendations for additional goals.

The Committee will also review protective equipment and clothing and exposure to pathogens and allergens. The Committee will recommend additional training, and will participate in the development of this training.

**Walk through inspections:** One bargaining unit member who is also a member of the Joint Health and Safety Committee may do a biannual walk through with the CNO or his /her designee. The purpose is to jointly identify opportunities to improve safety in the workplace. These individuals will submit their findings to the safety committee. The safety committee will review the findings and if necessary develop an action plan to address these issues.

Meetings shall occur on a quarterly basis. It may be determined that more frequent meetings are required to address all of the charges of the Committee. The Union and the Medical Center shall submit an agenda to the Committee. The Union and the Medical Center shall submit an agenda to the other party at least one (1) week before the meeting. The Committee will be cochaired by a Union and a hospital representative.

Members of the Committee shall not suffer any loss of pay for attendance. Committee members attending a meeting that is not scheduled in their normal working time will be paid for their attendance. Cooper shall make a reasonable effort to provide coverage so that members may attend the meetings. Members will make every reasonable effort to schedule themselves so that the meetings will not interfere with patient care.

### **QUARANTINE PAY**

It is agreed between the parties that the Human Resources Policy - Quarantine Pay shall remain in effect through the term of this Agreement.

Employees upon receipt of materials regarding the Medical Center's compliance programs shall execute a notice of receipt of such materials. The Medical Center may require paid attendance at in-service educational programs regarding the Compliance Program.

### **Patient handling and lifting**

#### **Article 23, Section 23.08, St. Vincent Charity Medical Center—Ohio Nurses Association:**

The Medical Center will provide equipment to safely lift, turn and move patients.

#### **Article 10.16, Providence Alaska Medical Center—Alaska Nurses Association:**

The Medical Center and Association agree that the reduction of work-related injuries is of primary concern to both parties. To that end, the Association recognizes the work and commitment expressed by the Medical Center concerning the purchase and implementation of mechanical patient lift devices.

The Medical Center agrees to continue a house-wide training program focused on providing nurses the required information needed to properly use the equipment..

A minimum of four nurses per nursing unit (two from day shift and two from night shift, as appropriate) shall be trained as unit trainers as practical.

Nurses are encouraged not to lift patients and/or equipment by themselves and to request assistance when a patient or heavy piece of equipment needs to be moved. No nurse shall be reprimanded for an injury sustained while lifting patients

and/or equipment while on-the-job. Nurses will be encouraged to attend an annual ergonomic class presented by the Physical Therapy department.

## **General training**

### **Article 15.2, Kindred Hospital— Washington State Nurses Association:**

The Employer shall provide training to nurses regarding the proper work methods and protective equipment for the performance of hazardous duties. In conducting such training, the Hospital shall consider the safety guidelines published by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and Center for Disease Control.

## **Needles/sharps**

### **Article 12.06, Section 2, Englewood Hospital and Medical Center—Health Professionals and Allied Employees:**

The Union may appoint two nurses (one hospital based and one home care based) to the safe needles/sharps evaluation committee in accordance with NJAC 8:43 E-7. This committee will meet at least annually and as the need arises pursuant to NJAC 8:43 E-7. The committee shall meet to evaluate and select sharp devices with integrated safety features, or needleless devices based on specific criteria such as ease of use and cost, as well as review any waivers submitted for products.

### **Article 27, Section 7, Subsection B, Items 1 and 2, United States Department of Veterans' Affairs— National Nurses United:**

1. Each Department location will establish a system to continuously evaluate the sharps causing injuries in their facilities; sharps which have not yet been replaced with safer devices; new and existing commercially available engineered devices; and a system for introducing, testing and accepting or rejecting those devices.
2. NNU and bargaining unit RNs will be involved in the selection, evaluation and review of current and new needlestick devices.

### **Section 1, Subsection J, Item 4, Kaiser Permanente— Kaiser Permanente Allied Health Care Unions:**

The parties will continue support of the National Sharps Safety Committee (NSSC), chartered by the Labor Management Partnership to pursue the goal of selecting and recommending the provision of the safest sharps safety devices. In the event of an issue or disagreement arising out of National Product Council actions regarding a recommendation from the NSSC, the appropriate problem-solving processes under Section 1.L. of the Agreement may be utilized.

## **Infectious diseases**

### **Article 11.1, Item 1, University of Washington Medical Center— Washington State Nurses Association:**

The Employer shall bear the cost of and provide bargaining unit nurses with tuberculosis testing including chest x-rays where called for by state law, available on duty time at the University of Washington Medical Center or other designated facility. All nurses in the bargaining unit shall be permitted, upon request, a throat culture, the cost of which shall be borne by the Employer. When an RN feels at risk, the hepatitis B and C screen and hepatitis B vaccine, pre- and post-test HIV counseling and the HIV test will be offered at no cost with the approval of the Employee Health Nurse and the final determination by the Infection Control Committee. Shingles vaccines (for RNs 60 years of age and over), DPT and Influenza vaccine will be offered to all RNs at no cost.

### **Article 12.01, Englewood Hospital and Medical Center—Health Professionals and Allied Employ- ees:**

The Employer will continue its present policy of providing initial physical examinations to employees. On an annual basis, employees will complete a health assessment questionnaire for review and retention by Employee Health Service and as required by state and/or Federal guidelines be screened annually for measles, rubella etc. Annual physical examinations would be at the employee's request unless the questionnaire upon review indicates that a physical examination is appropriate. If the EHS Physician deems a PAP test, electrocardiogram or SMA 12 to be necessary, such tests will be performed at the Medical Center at no cost to the employee. The Medical Center may recommend at certain age intervals other routine tests and when recommended will perform such tests at no cost to the employee. The Employer may also at its cost and expense have a physical examination of any employee returning from sick leave or disability to ensure fitness and capability to return to work.

### **Article 23, Section 8, Youngstown Ohio Hospital Company—Ohio Nurses Association:**

- A. If a bargaining unit nurse, during the normal course of her assigned duties at the Medical Center, has been exposed to and in the opinion of the Medical Center is susceptible to a communicable disease or condition and, for that reason, the Medical Center directs the nurse to leave the Medical Center, the Medical Center will compensate the nurse for wages lost for a period of time necessary to ensure that the nurse has not contracted the communicable disease in question. If during this period the nurse contracts the communicable disease, or otherwise becomes incapacitated, the nurse's sick leave benefits, if any, or workers' compensation benefits, if applicable, shall be utilized in lieu of the compensation described above.

- B. In order to determine if a nurse is, in the Medical Center's opinion, susceptible to a communicable disease or condition, the Medical Center has the right to require the nurse to submit to whatever reasonable medical procedures the nurse and the Medical Center consider appropriate, at the Medical Center's expense.

**Article 14.5, Virtua Memorial, Virtua CNS—Health Professionals and Allied Employees:**

Effective October 1, 2020, the appropriate Virtua Nurse Director/Team Leader (or designees) will provide all employees who have had a workplace exposure to a patient or employee with a contagious illness or condition with written notice of such exposure as soon as practicable. Such notice shall include the date of exposure, an assessment of exposure risks, length of quarantine required (as applicable), and return to work instructions. The Union will be provided with a list of individuals receiving such notice. In the event an employee contracts a work-related illness or condition, evaluation and treatment shall be provided through Occupational Health Services.

**Hazardous materials**

**Article 23, Sections 23.04 and 23.05, St. Vincent Charity Medical Center—Ohio Nurses Association:**

**23.04.** The policy and procedure manual on each nursing unit will include a Hazardous Material Section which will contain all hazardous material information pertinent to the overall Medical Center as well as a Hazardous Material Unit supplement specific to each nursing unit.

**23.05.** The Medical Center will supply, at the minimum, all required protective gear to protect against exposure to hazardous materials and airborne and blood borne pathogens.

**Radiation**

**Article 12.07, Section 1, Englewood Hospital and Medical Center—Health Professionals and Allied Employees:**

The employer shall provide staff with appropriate monitoring devices, protective equipment and clothing to protect them from exposure to radiation and bio-hazards as may be required by applicable regulations and laws or policies of the employer. The employer also shall provide appropriate personnel with annual education and training regarding radiation, biological and chemical safety. Staff in the ED shall have access to the internet for updates regarding radiation, biological and chemical safety effective July 1, 2006.

**Workplace violence**

**Article 35, Section 1, Cuyahoga County District Board of Health—Ohio Nurses Association:**

At the employees request and upon the Service Area Director's review, the Board will make available suitable safety

devices and equipment to nurses that provide community health services. A nurse may request an escort from appropriate safety personnel.

**Article 23, Section 23.07, St. Vincent Charity Medical Center—Ohio Nurses Association:**

The Medical Center recognizes that RNs need to be protected against violence in the workplace and agrees that it is desirable to take measures to ensure the safety of its nurses.

- A. The Medical Center agrees to provide the following:
- B. Written distributed guidelines on how to deal with and/or prevent violent and/or abusive patient behavior consistent with those guidelines already in place in the Psych ER.
- C. Mandatory in-services regarding Code Violet teams to all nurses in Psych ER, Medical ER, 3A, 4A, 4B, and Rosary Hall. Such paid in-services shall be available with the Medical Center's approval to all other interested RNs.
- D. Self-defense training classes to all interested RNs. Nevertheless, nurses will always adhere to Hospital procedures and NAPPI guidelines when dealing with patients and staff in the clinical environment.
- E. Appropriate patient restraints in all nursing areas.
- F. Proper medical attention and follow up for any assaulted RN.
- G. Violence/abuse guidelines in the ER manual.
- H. Training for all pertinent nursing units on how to care for psychiatric patients. Such training shall include steps to protect the RN, patient and others from a patient's violent/abusive behavior. The training shall also include methods to assist in the prevention of violent/abusive behavior in psychiatric patients. The training will include medication information pertinent to psychiatric patients.
- I. Posted notices demonstrating that the Hospital's premises are monitored on a 24/7 basis in order to ensure a safe environment for all patients, families, and personnel.
- J. Doors with card-swipe locking mechanisms will continue to be maintained and installed in various units of the Hospital.

**Article 5, Sections 1, 2, 4, MOU, St. Peter's Hospital—Montana Nurses Association Local #13:**

**5.1** The Hospital and Association agree to establish a Workplace Violence Program (WVP) and update as needed by mutual agreement. The WVP shall be developed in collaboration with the appropriate Environment of Care Committees and shall include at least two Association representatives. Prior to publication of the policy, it shall be mutually agreed upon and be presented to PCC and implementation shall be by January 1, 2018.

**5.2** The employer shares in the responsibility to have all violent events reported to police promptly.

**5.4** If a nurse is injured in the line of duty by an act of workplace violence, the Employer will pay the full cost of the employee-only health insurance coverage for up to one (1) year from the date of the injury in the event the employee is unable to return to work at full capacity. This coverage will be provided at no cost to the nurse.

**Memorandum of Understanding,  
St. Peter's Hospital—Montana Nurses Association:**

**Purpose:** This Memorandum of Understanding (MOU) reflects our agreements in bargaining and designates the approach as our agreements develop in the effort to address the protection from violence. The parties agree:

The employer shall place signs in public areas and patient areas in every unit stating, "We value the safety of our employees and patients. Violence and threats of violence will not be tolerated. Acts of violence will be reported to authorities."

The definition of assault used shall be Montana Codes Annotate 24-5-201 which states: Assault (1) A person commits the offense of assault if the person:

- (a) purposely or knowingly causes bodily injury to another;
- (b) negligently causes bodily injury to another with a weapon;
- (c) purposely or knowingly makes physical contact of an insulting or provoking nature with any individual; or purposely or knowingly causes reasonable apprehension of bodily injury in another.

The Workplace Violence Plan developed according to Article Section of the collective bargaining agreement, once agreed upon by the Hospital's established Committee, mutually agreed upon and implemented, shall be the governing document and take precedent over the items in this MOU.

**Article 26, Sections 1-5, Cabinet Peaks  
Medical Center—Montana Nurses Association:**

**26.1** - The Hospital and Association agree that violent behavior or threats of violence, either implied or direct, will not be tolerated. Any violent incident or threat of workplace violence shall be handled in accordance with Cabinet Peaks Medical Center Workplace Violence Prevention policy HR-308 Revised Date 07/09/15.

**Section 26.2** - The Hospital shall provide education on Workplace Violence Prevention to all nurses covered by this agreement, including but not limited to in-person de-escala-

tion training and in-person training focused on management of aggressive or violent behaviors.

**Section 26.3** - The Hospital and its employees share in the responsibility to identify and report violent events to police promptly.

**Section 26.4** - In the event that a registered nurse is injured in an act of workplace violence or witnesses an employee injured in an act of workplace violence, the Hospital will conduct a private meeting to offer support that is available. To the extent that said registered nurse is eligible for Workers Compensation coverage, their benefits will be in-line with Workers Compensation statutes. The Hospital will ensure necessary accommodations, if needed, so the registered nurse or any registered nurse in witness of workplace violence may attend up to six (6) counseling sessions through the Employee Assistance Program at no cost to the registered nurse.

**26.5** - The Hospital shall develop a trained safety response team for quick response to escalated individuals or groups, violent behavior, and/or threats of violent behavior.

## Workplace bullying/assault/violence Bullying

**Article XVI, Section E, Billings Clinic—  
Montana Nurses Association:**

There is zero tolerance for bullying, intimidation, workplace harassment or retaliation for reporting such treatment. Nurses shall report concerns consistent with Billings Clinic Policy Threats and Intimidation in the Workplace (EM-503). A thorough investigation shall be performed, and follow-up shall be conducted with the nurse who reported the concern.

**Article 11, Section 7, Sky Lakes Medical Center—  
Oregon Nurses Association:**

The Hospital and the Association agree that mutual respect between and among all employees is integral to a healthy work environment, a culture of safety, and to the excellent provision of patient care. Behaviors that undermine such mutual respect, including abusive or "bullying" language or behavior, are unacceptable and will not be tolerated. Further, the Hospital shall protect nurses from bullying by patients or their families.

- A.** Any nurse who believes they are subject to such behavior should raise their concerns with their supervisor as soon as possible. If the supervisor is unavailable, or if the nurse believes it would be inappropriate to contact that person, the nurse should raise their concerns with their supervisor's manager or with Human Resources.
- B.** Any nurse who in good faith reports such behavior,

or who cooperates in an investigation of such behavior, shall not be subject to retaliation by the Hospital, the Association, or by co-workers. Any nurse who believes they are being retaliated against for reporting such behaviors should raise their concerns with an appropriate manager, supervisor, or Human Resources representative as soon as possible.

- C. The Hospital will promptly investigate any reports of such behavior and, based on such investigation and applying appropriate discretion, take appropriate action, including corrective action when appropriate, to prevent the reoccurrence of such behavior. The goal of the investigation will be to determine if bullying has occurred.
- D. The Hospital will follow up to communicate to the nurse who has reported such behavior the findings of the investigation when it is completed. The Hospital may choose to keep confidential, consistent with Hospital policy, the level of discipline given to an employee who has been found to have engaged in such bullying behavior.
- E. This procedure is exclusive for resolving claims of bullying under this Section and the grievance procedure does not apply; except that: 1) any RN receiving corrective action for bullying may use that procedure to contest the action, and 2) a nurse raising a claim of bullying may utilize that procedure if the bullying claim processing procedures are not followed.

## **Harassment and discrimination**

### **Article 2.1, University of Washington Medical Center—Washington State Nurses Association:**

The Employer and WSNA individually agree that they will not engage in any act or practice or pursue any policy which is discriminatory against any employee who may be a qualified disabled individual, status as a protected veteran (disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran), military status, or because of age, sex (except where sex or age is a bona fide occupational qualification), sexual orientation, gender identity or expression, genetic information, pregnancy, political affiliation, political belief, marital status, race, national origin, color, creed, religion, or membership or non-membership in a union. Unlawful harassment is included as a form of prohibited discrimination.

## **Sexual harassment/assault/violence**

### **Article 44, Section A, Paragraph 483A, The Regents of the University of Michigan—University of Michigan Professional Nurses Council (Michigan Nurses Association):**

An employee who reports an incident and does not feel safe remaining in his or her work area, may leave after notifying the manager. The employee will suffer no loss of pay for the

remainder of the shift and will thereafter be allowed up to two (2) consecutive shifts of leave from the area without loss of pay. These leave hours will not be deducted from the employee's PTO. After this leave time is exhausted, the employee may use hours from their PTO bank for any additional paid time away from the area. A complainant will not be requested to transfer based solely on the basis of making a complaint. If a complainant expresses inability to continue working in the area with the alleged harasser, a meeting will be held between the Association and the University to discuss options. During the meeting held with the Association and the University, options, up to and including, alternative placements or assignments may be generated.

### **Article 16.1, Overlake Hospital Medical Center—Washington State Nurses Association:**

To the extent required by applicable law, if a nurse is a victim of domestic violence, sexual assault or stalking, the nurse may take a reasonable leave from work, intermittent leave or leave on a reduced leave schedule to seek related legal or law enforcement assistance or seek treatment by a health-care provider, mental health counseling or social services assistance. A nurse who is a family member of a victim of domestic violence may also take reasonable leave to help such family member obtain similar treatment or help. For purposes of this section, "family member" includes a nurse's child, spouse, domestic partner, parent, parent-in-law, grandparent, or a person whom the nurse is dating.

### **Article 2.2, University of Washington Medical Center—Washington State Nurses Association:**

Prohibited sex discrimination includes sexual harassment, defined as the use of one's authority or power, either explicitly or implicitly, to coerce another into unwelcome sexual relations or to punish another for his/her refusal, or as the creation of an intimidating, hostile or offensive working or educational environment through verbal or physical conduct of a sexual nature.

## **Locking Cabinets**

### **26.15, Oregon Health and Science University—Oregon Nurses Association:**

The Employer will establish locked cabinets in all units, including cabinets in each acute care adult inpatient room. When safety concerns arise, including when a patient refuses to place belongings in locked cabinets, the nurse should follow the Safety Searches Policy and engage the Employer's chain of resolution policy.

## Violence and accident prevention and accountability

### New Language, Virginia Mason Hospital— Washington State Nurses Association:

#### Emergency Department Metal Detector Pilot Program

No later than one year after ratification, the hospital will start a Metal Detector pilot program by installing and staffing a Metal Detector in the Emergency Department. This pilot program is above and beyond the available wands per the Side Letter to Contract for Term of 2023-2026 Agreement Only Violence Prevention Plan.

Once the metal detector is in full use, a Pilot Program committee of three (3) bargaining unit nurses selected by WSNA plus the WSNA Nurse Representative, and four (4) representatives from Management will meet quarterly for 12 months to discuss the effectiveness of the Metal Detector Pilot program. By mutual agreement, the committee can choose to not meet. Nurses on this Pilot Program committee will be paid for time spent at meetings at the appropriate rate of pay (up to two (2) hours in length each). (Such time will not accrue towards or eligible for overtime.)

Any objective data or reports of incidents in which the metal detector was engaged, including all reports of weapons or contraband detected and/or confiscated, will be shared by the Medical Center monthly to members of this Pilot Program committee (including the WSNA Nurse Representative), all Safety Committee members, RN WPV Task Force members, and WSNA chairs/co-chairs, regardless of when the next Safety Committee is held.

Upon expiration of the contract, the pilot program will end and management will notice the union of its continued usage or end of Metal Detectors at Virginia Mason Medical Center. The Medical Center will provide a written explanation of the reasons for its decision, focusing primarily on objective data of workplace violence incidents. The decision shall be primarily based on the objective data that was timely provided to the Pilot Program Committee and the RN WPV Task Force.

#### Workplace Violence Task Force

- A. The Medical Center recognizes that RNs need to be protected against violence in the workplace from patients, visitors, patient family members and others, and will continue to take steps to ensure the safety of nurses.
- B. An RN Task Force on Workplace Violence Prevention is established, to be composed of three bargaining unit Nurses (selected by the Association) and three members of management

(including at least one representative of Hospital security). An Association representative may also attend and participate. The Task Force will meet at least once per quarter, with up to two (2) paid hours at straight time for participating bargaining Unit Nurses.

- C. The Task Force shall present recommendations to Hospital leadership for interventions that may be effective to prevent workplace violence events. The Task Force will discuss and make recommendations regarding all such interventions, either on a pilot or longer-term.
- D. The parties may also agree to activate the Task Force to debrief on individual instances of workplace violence and make recommendations based on such incidents.
- E. Notices will be posting stating that neither weapons nor violence against employees are tolerated on the Hospital's premises and that the Hospital will pursue prosecution of violators.
- F. The Hospital will not discourage a nurse from filing a police report or any agency claims as a result of the nurse being subject to workplace violence. The Hospital will not retaliate against, discriminate, or harass any nurse who has been subject to workplace violence, or who has filed a report or claim as a result of an incident of workplace violence.

#### Side Letter to Contract for Term of 2023-2026 Violence Prevention Plan

As part of its violence prevention plan(s) for 2024 and subsequent years, the Hospital will initiate and/or continue the following safety procedures:

- The Medical Center will revise its protocols for searches of patients and visitors. These guidelines will include use of metal-detector wands by security staff. At any time, an employee may call for security to check the possessions of a patient, visitor, or any other person if the employee has concerns that the individual may be carrying a weapon or something that could be used as a weapon.
- At the first Employee Safety Committee/Workplace Violence Prevention Committee meeting following ratification, the Committee will begin discussing which current public entrances will

be closed and/or have limited-access procedures implemented. This first meeting will be held no later than forty-five (45) days following ratification. If no Employee Safety Committee/Workplace Violence Prevention meeting is regularly scheduled in that time, the Employer and the Union will hold an ad hoc meeting for the purpose outlined above. No later than ninety (90) days following the initial meeting, the Employee Safety Committee/Workplace Violence Prevention Committee in conjunction with the head of security will have made its determinations of which public entrances will be closed. These determinations will be effected no later than fourteen (14) days after that second meeting.

- By September 1, 2025, the Hospital will conduct a minimum 180-day pilot of a visitor registration and badging system for use from, minimally, 2100-0600. Any such program shall ensure that the Hospital remains in compliance with all applicable patient access laws. The Hospital will inform the RN WPV Task Force of the go-live date of the pilot at least 120 days in advance. Ninety (90) days prior to the go-live date of the pilot, the RN WPV Task Force will develop metrics to assess the effectiveness of the pilot program. The Hospital commits to providing data regarding the use and experience of the pilot program, including all data available to measure the metrics, on a monthly basis to all members of the RN WPV Task Force. The effectiveness of the pilot will be reviewed with and presented in writing to the RN WPV Task Force.
- Subject to any applicable regulatory approvals, secured entrances will be installed and maintained for CP-7.
- The RN WPV Task Force will discuss additional security measures for LandD.
- Written distributed guidelines on how to deal with and/or prevent violent and/or abusive patient behavior consistent with those guidelines already in place in the ER, specifically regarding behavioral health patients.
- Appropriate patient restraints available in all nursing areas.
- Nurses who are injured will receive immediate medical attention and are not required to return to duty after doing so; they will also have full access to available leave benefits.

## **Treatment/accommodation for workplace injury**

### **Appendix D, UW Medicine—**

#### **Washington State Nurses Association:**

Nurses who have been injured on the job, and are returned to a light duty position based on the recommendation of a health care provider shall be paid seventy-five percent (75%) of the nurse's regular rate of pay, excluding certification pay, charge nurse pay (unless performing the duties of the position), and shift differential (unless working the second or third shift).

All hours worked shall count toward seniority and benefit accrual.

The nurse may use accrued sick leave as needed. Use of annual leave may be limited to time off approved prior to the injury and low census days.

Flex plan and all other insurance plans shall resume at the level provided prior to the injury.

## **Ergonomic assessment**

### **Article 19.14, UConn Health—**

#### **United Health Professionals:**

UCONN Health will continue its practice of evaluating ergonomic hazards and recommending interventions. Every six (6) months, management will provide the Union with documentation of all completed ergonomic evaluations, identifying the specific department, the job title, the date of the evaluation and indicating whether the recommended interventions have been implemented. Such documentation will also provide reasons why recommendations (if any) were not followed. Application of this provision will be in accordance with state and federal law. Personally identifiable information will not be provided unless permitted by law.

### **Article 16.4.1, Island Hospital—**

#### **Washington State Nurses Association:**

The Hospital will continue its practice of providing an ergonomic evaluation by a Hospital-assigned Physical Therapist, if a nurse makes a written request for such to the nurse's Department Manager.

## **Safety incident reporting**

### **Article XXIV, Danbury Hospital—**

#### **Danbury Nurses Union:**

The Hospital as part of its violence prevention program, on a quarterly basis, will provide at labor management, information pertaining to bargaining unit members taken from its security logs and adverse event forms involving threats, threatening behavior, or acts of violence.

## Preventing nurse suicide

### **26.14, Oregon Health and Science University—Oregon Nurses Association:**

The Employer will provide a Suicide Prevention Program.

Reasonable resources will be put towards supporting and maintaining this program.

A Trauma Informed Care Program shall be provided for nurses experiencing trauma at work. To access Occupational Health's mental health program, nurses can email [OcchealthMH@ohsu.edu](mailto:OcchealthMH@ohsu.edu).

The Employer will educate employees about well-being resources including the EAP, 988 National Suicide and Crisis Lifeline; the Trauma Informed Care Program and a link for these resources will be displayed on the main O2 webpage.

Suicide prevention education will be provided annually. Additionally, education about well-being resources and processes may be provided annually on Unit Education Days or other designated days.

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## Equity in Healthcare Provision

### Inclusive workplaces

#### **Respect for gender pronouns**

##### **Article 44, Section A, Paragraph 483A, The Regents of the University of Michigan—University of Michigan Professional Nurses Council (Michigan Nurses Association):**

An individual nurse's choice of personal identifying pronoun will be honored by the parties.

#### **Lactation/milk expression accommodations**

Lactating women who return to work post maternity leave and who are expressing milk for a baby will be entitled to a reasonable rest period of no less than thirty (30) minutes for every four (4) hours of their schedules shift or major portion thereof, pursuant to Oregon Bureau of Labor and Industries regulations. A flexible break schedule will be provided to lactating women for the duration of breastfeeding. The lactating woman will be relieved by a competent RN who can continue the designated workflow while the lactating woman is off the unit for the duration of the period the nurse is lactating. The lactating woman will not be required to clock

out for a break for expression of milk, but will clock out on a meal period continuous with a lactation break.

##### **Article 5.2, Kadlec Regional Medical Center—Washington State Nurses Association:**

A private and secure space which can be used for lactation shall be provided in multiple locations.

##### **MOU #3, "Administration of Meal and Rest Breaks," Section 1, Oregon Health and Sciences University—Oregon Nurses Association:**

The Employer will maintain a program of furnishing to milk expressing mothers who are returning to work a packet of information about relevant statutes, policies, resources and guidelines to help the returning employees have a successful experience with breast milk expression in the workplace. An employee will not be required to clock out if the time required for milk expression extends beyond the allotted time for the applicable meal or rest period.

##### **Article 6.4.2, Providence Alaska Medical Center—Alaska Nurses Association:**

In recognition of Section 7 of the Fair Labor Standards Action (29 U.S.C.A. 207), the Medical Center will provide a room for nurses that are breastfeeding mothers, in which to pump that is reasonably accessible to the nurses on the unit. In the event of a department remodel, creation or reorganization both parties will enter into good faith discussions to collaboratively identify breastfeeding rooms. Combination of breaks will be allowed under this section for the purpose of providing breast milk. A nurse who combines paid break time shall document the break start and stop time in the unit break log. If the amount of time required by the breastfeeding mother is in excess of paid time for breaks, such time will be without pay.

### Patient care access

#### **Cultural competency/diversity training**

##### **Side Letter of Agreement #5, "Diversity Training," Rutgers University—Health Professionals and Allied Employees:**

As agreed, please be advised that the University and the Union recognize the importance of diversity training throughout the University. Therefore, the parties wish to declare their intent to work with other professionals in the University to address this issue.

##### **Article 24, Section 24.01, Subsection F, St. Vincent Charity Medical Center—Ohio Nurses Association:**

The Medical Center will provide diversity education/training to all nurses.

**Article 14, Section 1, Subsection c, Cascade Valley Hospital—SEIU Healthcare 1199NW:**

Issues regarding equity and inclusion of employees at the Hospital shall be a standing Labor Management Committee agenda item, and the committee shall identify and develop data to inform its advisory role. Such data could include, but is not limited to, Employer EEO-1 demographic data reports, data regarding work status changes for bargaining unit members (subject to employee confidentiality accommodations), and employer policies relating to discrimination and equity and inclusion. The Labor Management Committee will attend a one-day training intended to increase skill and awareness on hidden bias and cultural competency and to promote a better understanding of bias concerns that arise during the course of the Committee's work. The Committee will jointly select an independent facilitator within nine (9) months of ratification with the intent of completing the training within twelve (12) months of ratification. The Committee may consider whether to recommend extending training or elements of the training to additional bargaining unit members and/or management representatives as an aspect of being responsive to issues of equity and inclusion brought before the Committee. There will be no retaliation to any employee for raising complaints of discrimination or bringing discrimination concerns to the Committee.

**MOU, "[Equity, Diversity, and Inclusion] Council Workgroup—Staff Focused," UW Harborview Medical Center—SEIU Healthcare 1199NW:**

The council workgroup will attend at least two all-day (8 hour) workshops (one with labor and management separate and one with labor and management together) intended to increase skill and awareness on hidden bias and cultural competency. Within 90 days of the creation of the council, the parties will jointly select two independent facilitators. Additional training opportunities may be added with mutual agreement of the council workgroup.

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## Codetermination

### Organizational decision-making

#### Staffing committees

**Article 14.3, UW Medicine—  
Washington State Nurses Association:**

The purpose of the Nurse Staffing Committee is to ensure quality patient care, support greater retention of registered nurses and promote evidence-based nurse staffing. This

Committee establishes a mechanism whereby direct care nurses and hospital management can participate in a joint process regarding decisions about nurse staffing. The Nurse Staffing Committee will consist of ten (10) registered nurses currently providing direct patient care (one half of the committee) and a minimum of five (5) hospital administrative staff (up to one-half (1/2) of the total membership). All units are encouraged to have representation.

**Article 19.13, UConn Health—  
United Health Professionals:**

Staffing Issues Committee, The Union and UCONN Health shall establish a joint Staffing Issues Committee. Each party shall appoint four (4) members to this committee. The committee shall meet monthly, if needed. The committee shall review staffing issues, complaints, and data, and recommend ways to resolve staffing problems.

**Article 19.1.1, Island Hospital—  
Washington State Nurses Association:**

The parties agree to continually work toward an equitable system of insuring adequate Registered Nurse staffing to meet patient needs. This shall be accomplished through the Nurse Staffing Committee. A purpose of the Committee shall be to discuss and consider alternative methodologies to accomplish this goal which might include the development, implementation, and evaluation of appropriate systems. Standards established by the hospital accreditation organization selected by the Hospital shall be considered relevant criteria for determining appropriate staffing levels.

**Article XV, Section 3, Salem Regional  
Medical Center—Ohio Nurses Association:**

The Hospital will establish a Staffing Committee that will meet monthly to plan and to develop recommended staff schedules which will take into account considerations and initiatives, including but not limited to, the following:

- A. Classifications and patient acuity standards.
- B. The level of preparation and experience of those providing the patient care.
- C. Address needs for ongoing assessments by the nursing supervisors and unit directors of unit functions and staff.
- D. A unit specific staffing survey shall be developed by the Staffing Committee for obtaining input from nurses in all inpatient care units who provide direct patient care concerning what should be included in the staffing plan recommendations. The unit specific staffing survey shall be done on an annual basis by the month of September and the results shall be provided and discussed at the Staffing Committee and Unit meetings.
- E. Review annually (and modify if necessary) the recommendations for staffing plans based on staffing and

scheduling objectives and considering and reflecting current and evidence-based practices affecting patient care outcomes.

- F. The Staffing Plan shall be provided in writing to the nursing staff annually by posting it on each unit's bulletin board in a designated area in the month of January for review, comment and recommendations.
- G. Any unresolved issues should be referred to the Labor Management Committee.
- H. The Hospital shall establish care nurses in each unit per day and per shift. The Hospital will attempt to provide continuity of care by maintaining as far as practicable consistent, consecutive scheduled days on each unit.
- I. ONA and the Hospital will include discussion regarding Outpatient (e.g. Surgery, Endo, Wound, Etc.) staffing bi-annually, or more if needed. When such discussions are to take place, an appropriate ONA representative of that unit shall be provided relief time to attend.

Members of the staffing committee will include at a minimum the Vice President of Human Resources, a Nursing executive, the Chairperson and Vice Chairperson of SRNA, Unit Directors, Nursing Supervisors, Nurses-Direct Caregivers representing all service areas and shifts, Staffing Office Manager, CQI-Nursing Coordinator, and CNS-Critical Care.

## Safety committees

### Article 34, Section 9, State of Connecticut— New England Health Care Employees Union District 1199:

In the furtherance of this Article, the Employer and the Union agree to the establishment of a Safety Committee at each facility employing more than one hundred (100) Health Care Bargaining Unit members, composed of two (2) members each of NP-6 and P-1, and appropriate members of management. Such Committee shall meet for two (2) hours monthly to discuss problem areas and methods of improving health and safety conditions at the facility. Union representatives shall receive time off with pay to attend. Agendas will be exchanged seventy-two (72) hours in advance of each meeting.

### Article 26.B, Christ Hospital— Health Professionals and Allied Employees:

**Section 1** - During the term of this Agreement, there shall be a Joint Health and Safety Committee composed of four (4) representatives designated by the Union and four (4) representatives designated by the Employer. Union designated representatives shall be members of the bargaining unit. The Vice President for Human Resources and a union business representative (not a member of the bargaining unit) shall be ex officio members of the Committee.

**Section 2** - The Employer shall permit each of the four (4) bargaining unit members of the committee to attend committee meetings during their regularly scheduled hours, provided the Hospital determines that patient care is not adversely impacted. Employees who attend meetings on work time will be paid for up to one hour of straight time which will not be considered as "time worked" for overtime or other purposes. The meetings shall be held quarterly unless the parties mutually agree to more frequent meetings. Meetings shall be one hour unless otherwise mutually agreed to a longer period, in advance of the scheduled meeting.

**Section 3** - Committee meetings will be co-chaired by a Union and Employer representative who will have the shared responsibility of preparing an outline of issues for discussion, to be distributed to all committee members one week prior to the scheduled meeting.

**Section 4** - The committee will address issues related to making recommendations on matters such as training, education, equipment and programs to the Vice President for Human Resources and the Vice President for Patient Care Services as they affect bargaining unit members. Issues to be addressed shall include but not be limited to the following areas:

- (1) Safe Patient Handling
- (2) Workplace Violence Prevention
- (3) Employee Safety

### Article 14, Section 1, Virtua Memorial, Virtua CNS—Health Professionals and Allied Employees:

**14.1 Safety Committee:** In furtherance of the Employer's and Union's shared goals of maintaining a healthy and safe work environment, the Virtua Health and Safety Committee (Safety Committee) will meet regularly throughout the year. Three members of the bargaining unit will be selected by the Union to serve on the Safety Committee. The employees shall not lose time nor pay as a result of attending Safety Committee meetings. The employees shall be subject to the same terms of committee participation as other committee members.

During the term of this Agreement, Virtua and the Union will meet regularly at Safety Committee to discuss safety and security measures, such as security coverage in facilities subject to this Agreement, security measures at main entrances, and technology to support safety for Employees. Virtua will implement enhanced security measures during the term of this Agreement, with the input and collaboration of the Union.

In the event the Union identifies or is notified of a significant safety or security event that needs to be addressed before the next scheduled Safety Committee meeting, a member

of the Safety Committee may contact the Employer Safety Committee chair/co-chairs, to discuss the incident. After investigation, the outcome will be reported back to the Union, at either the Safety Committee or the next Labor Management meeting, depending on when the result of the investigation is available.

**14.7 Safety Escort:** Virtua will consider safety concerns in making assignments. Upon request from an employee, the Employer will make reasonable efforts to provide an escort. In the event there is not a safety escort available, the Employer must reschedule the visit to a time when an escort can be provided.

## **Professional practice committees**

### **Article 3.8, Board of Health of Summit County—Ohio Nurses Association:**

The parties have formed a joint Nurse Practice Committee. The Committee will consist of up to three (3) supervisors (rotating according to topics to be addressed) and up to three (3) bargaining unit nurses selected by ONA (rotating according to topics to be addressed). "Nurses selected by ONA" means any and all public health nurses who attend the Committee meetings. One (1) supervisor and one (1) nurse will be standing members of the committee to assure continuity. The committee will establish a regular meeting schedule, based on the needs of the constituents. The Committee will meet at least quarterly, but the meeting may be cancelled upon agreement of the standing members of the Committee. The committee will also establish operating principles including ground rules and meeting time limits, and will prepare and distribute an agenda prior to the meeting. The Committee will function in an advisory capacity. The purpose of the Committee is to review concerns related to nursing practice which may include, but are not limited to ethics, evidenced-based practice, research and its impact on policy and procedures, standards of care, clinical practice, licensure, and cross training.

### **Article 14.2, UW Medicine—Washington State Nurses Association:**

A Nursing Practice Committee shall be instituted and maintained at the Hospital. The purpose of this committee shall be to discuss and improve nursing practices in the Hospital. The committee shall develop specific objectives subject to review by Hospital Administration. The committee shall be composed of ten (10) staff nurses, the majority of whom shall be elected by the local unit, plus one representative from Nursing Administration. The committee will be representative of all clinical areas and shifts. Organizational aspects of the committee shall be determined by the committee. This committee shall be advisory and will not discuss matters subject to collective bargaining or the Association's contract. Nurses shall have the responsibility for instituting

the Nursing Practice Committee. The Committee will meet bimonthly unless the Committee decides to meet less frequently or Nursing Administration agrees to meeting more frequently.

### **Article 27, Section 2, Temple University Hospital—Health Professionals and Allied Employees:**

In order to promote professional practice and the highest levels of patient care the parties agreed to establish an RN/Technical Practice Committee to review and make recommendations regarding patient care and health and safety policies and procedures within the Hospital. The committee will be composed of the President of the Union or his/her designee, one (1) registered nurse, one (1) non-RN professional from the RN, Behavioral Health Therapist, Social Worker Unit and one (1) from the Technical Unit designated by the Union. Hospital Management will designate its appropriate committee members. The committee shall meet at least bi-monthly.

The Union and the Hospital will submit an agenda for each meeting to the other party one (1) week before the bi-monthly meeting.

The operation of the committee shall not affect the existing rights of either party under other provisions of the Agreement and does not limit the Hospital's management rights.

## **Consultation on new patient care technology adoption**

### **Article 54.1, William W. Backus Hospital—Backus Federation of Nurses:**

The Hospital has the right, in its sole discretion, to introduce new technology, instruments, machinery, equipment or process with no further bargaining obligation to the Union. The Hospital will discuss such changes with the Union.

### **Article XXXI, Danbury Hospital—Danbury Nurses Union:**

Whenever new technology that will affect the delivery of direct patient care is to be introduced into the workplace, the Hospital will continue to seek input from Registered Nurses. Bargaining Unit Registered Nurses shall be included on any committee formed that has nursing representation to study new technology. In addition, Unit 47 shall be permitted to appoint a bargaining unit nurse to any such committee. Upon a committee member's advanced request to his or her manager, the Hospital will make a good faith effort to provide release time to attend committee meetings scheduled during the workday. The Hospital will provide training regarding new technology that, where practicable will be scheduled during the regular workday.

**Article 42, Section B, University of California—California Nurses Association:**

Representatives of the PPC shall be entitled to participate in the selection, design, building and validation processes whenever new technology affecting the delivery of nursing care is being considered. The committee shall recommend measures objectively to improve the delivery of safe, therapeutic, effective care in conjunction with the use of new technology.

**Article 30.7, Bayonne Medical Center—Health Professionals and Allied Employees:**

The Medical Center and the Union shall establish a Workplace Change Committee. The purpose of the Committee is to discuss all changes in technology (such as computer hardware and software, materials, equipment, machinery and tools); to discuss any changes in work processes and/or work organization, and/or any restructuring of jobs, including its impact on skill requirements, pace of work, safety and health, training and/or re-training needs; to discuss the impact of the Federal Health Care Reform Act, including but not limited to changes in the delivery of health (i.e., ACOs - Accountable Care Organizations); and to discuss how to improve the quality of health care as supported by CMS (Centers for Medicare and Medicaid Services) and the National Quality Forum. The Committee shall consist of five (5) representatives selected by the Medical Center and five (5) members selected by the Union. The Vice President of Human Resources and the HPAE Staff Representative shall serve as ex-officio members of the Committee. The Committee shall meet as often as necessary to resolve issues that arise during the term of this agreement; however, the Committee will meet no less than once every three (3) months at the request of either party. Time spent at Committee meetings shall be compensated at the employee's regular rate of pay. The Committee may submit written proposals and/or recommendations to Human Resources and the Union through the Labor Management Committee for consideration and approval.

**Unit-level decision-making and practice**

**Article V, Section G, Subsection 7, Providence St. Vincent Medical Center—Oregon Nurses Association:**

- a. The medical center and the Association support self-scheduling as it offers nursing staff the opportunity to be autonomous and in charge of their work schedules, promoting accountability and responsibility that lead to job satisfaction and personal growth.
- b. The Medical center and Association will allow unit-based staff scheduling for any unit that has a consensus of the unit's Registered nurses for this practice.

- c. A Registered nurse or team of Registered nurses from the unit will take and maintain responsibility for assigning RNs into the unit's core schedule according to the provisions of this agreement.
- d. Units making use of this provision will determine their scheduling process, and assignment of the RNs into the core schedule will be a fair and equitable process. This process will have been agreed upon by members of the unit and approved by Task Force. If an RN has a concern about the scheduling process that has not been adequately addressed on the unit level, that RN may raise the issue with Task Force.
- e. After the Registered nurse or team of Registered nurses schedule themselves, the manager will ensure the schedule is balanced or will make changes to balance the schedule.
- f. The Association agrees that the Registered nurse manager for such units has final approval for each monthly schedule in a manner that is not arbitrary or capricious.

**Article 18.3, McKenzie-Willamette Medical Center—Oregon Nurses Association:**

Each unit or grouping of units shall develop a Unit Practice Committee (UPC) consisting of staff nurses, management representatives, and other non-nurse unit staff. Staff nurse representatives shall be elected by unit nurses in accordance with the unit's UPC charter. UPC members shall ensure the flow of communication regarding UPC decisions and recommendations to all staff and represent the voice of all staff at the committee....Decisions and recommendations made by a UPC must be in 23 compliance with the current contract, statutory regulations, and 24 hospital policy and procedure, and shall be made in a collaborative 25 manner.

**Article 27.3, Oregon Health and Sciences University—Oregon Nurses Association:**

**Unit Based Nursing Practice Committees.** Each unit is responsible for developing a Unit Based Nursing Practice Committee (UBNPC) which shall consist of staff nurses and management representatives. Staff nurse representatives shall be selected by nurses on the unit in accordance with the unit's UBNPC charter. For a quorum to exist, the number of staff nurse representatives present must be at least one more than the number of management representatives present.

**27.3.1 Role of UBNPC.** The UBNPC is the foundation for shared governance at the unit level. Its structure provides for the involvement of the UBNPC in local decision making by creating an environment that enhances the flow of information to and feedback from every nurse. Each patient care area should be represented by a UBNPC, provided that ambulatory care areas, small nursing units, and non-traditional areas may define "unit" for purposes of this article only.

**27.3.2 Recommendations, functions and authority.** The UBNPC is responsible for making recommendations and performing functions that advance the delivery of professional nursing at OHSU, in accordance with the Nursing Shared Governance Model and that model's Professional Nursing Organization Bylaws as may be amended from time to time, including but not limited to:

- a. Unit goals related to nursing practice.
- b. The development, implementation, monitoring, evaluation and modification of the unit staffing plan. The unit manager will actively engage the UBNPC in these processes throughout the year. The UBNPC will assure that any contemplated changes to the unit staffing plan will be communicated to all staff nurses on the unit followed by a reasonable period for input and recommendations prior to finalizing the plan. The UBNPC, at its discretion, may conduct a non-binding vote of the bargaining unit nurses on the unit to gauge support for the plan changes, results of which shall be shared with the staff. On an annual basis and prior to the OHSU budget cycle, UBNPC's will submit a written unit specific staffing plan to the Hospital-Based Nurse Staffing Committee. UBNPC's will, as needed, conduct a review of the staffing plan's performance and make plan adjustments where appropriate.
- c. Current contract requirements.
- d. Other tasks agreed to or assigned by the Employer, including the opportunity to provide recommendations on unit specific scheduling practices in accordance with Section 7.2.1.

Decisions/recommendations made by a UBNPC must be in compliance with the current contract, statutory regulations, and hospital policy and procedure. All clinical decisions relative to nursing practice remain the province of the staff nurse, operating under accepted standards of care and hospital policy and procedure. All unit-based decisions that have a fiscal impact upon the Employer remain the province of the Employer, provided that this clause shall be interpreted and operationalized in a manner that is consistent with Oregon's nurse staffing law. It is the intention of the parties that managers will actively seek the input and recommendation of staff nurses on all fiscally based decisions.

### **27.3.3 Activities.**

- a. The parties agree to jointly develop an orientation program to clarify and promote UBNPC activity on the units.
- b. Each unit will establish a charter that includes a process for selecting members who will represent all nursing staff and that contains parameters for length of membership, rotation of members, and a decision-making process. A staff nurse will serve as the chair at all UBNPC meetings.
- c. Nursing staff members will have access and input to agendas and decisions. Availability of meeting minutes to all nursing staff is a requirement. UBNPC meetings will be open to all staff nurse members. Time and location will be posted.
- d. Members will serve as an advisory board on all matters related to unit based nursing practice matters.
- e. Issues which cannot be satisfactorily resolved at the UBNPC level may be forwarded to the Professional Nursing Care Committee (PNCC) for processing as provided under Section 27.4.2. The PNCC will review all such issues of concern and determine if further action is warranted. The PNCC may forward its review of the issue(s) together with its recommendation(s) for resolution in writing to the Chief Nurse Executive. A response from the Chief Nurse Executive will be provided within thirty (30) days of receipt of the recommendation(s).

**27.3.4** Each UBNPC member shall be paid for meetings and for relevant work done outside of meeting time that is preapproved by the member's manager.

### **Collaborative staffing**

#### **Article 20 B, The University of Vermont Medical Center—Vermont Federation of Nurses and Health Professionals:**

The parties agree that the VFNHP and Hospital will develop a partnership so that the VFNHP will become integrated and involved in decisions related to the staffing model of each nursing unit/department. Therefore, the parties agree that they will facilitate the Unit Staffing Collaboratives (USC) Project with the intent of creating a collaborative culture, reducing financial impact and building a systems-wide approach to staffing. The Hospital and the VFNHP will hire a mutually agreed upon neutral facilitator to work with the Hospital and the VFNHP to refine the design and implementation of the USC Projects, with costs of the consultant shared equally between the Hospital and VFNHP. Each unit committee will be

staffed by four (4) RNs selected by RNs on the unit and two (2) nursing administrators. For ambulatory committees, the areas will be designated between two groups, Primary Care Clinics and Specialty Care Clinics, and the staffing will be a minimum of six (6) RNs selected by RNs within the clinical groupings and two (2) administrators, including a minimum of one (1) administrator with an active RN license.

The following factors will be considered in each USC Project and the results of the USC Project will be summarized in each final report:

- Unit profile
- Minimum staffing levels
- Analysis of time spent by nurses on nursing and non-nursing activities
- Analysis and recommendation of acuity process and/or tool
- Analysis and determination for Circulating RN(s) to enable Circulating RN(s) to facilitate meal/break coverage and assist in transfers/discharges in all critical, procedural and acute care units
- Staffing effectiveness data (see Article 20), including unit specific quality data and NDNQI RN satisfaction and Practice Environment results
- Unit-specific quality data, including unit-based improvement initiatives
- Staffing plan (grid) that includes patient care staffing of RNs and ancillary staff where appropriate
- Staffing data, including the unit budget
- Financial impact of the proposal
- Metrics to be used to measure the effectiveness of the USC Project

All units will have staffing grid plans within 18 months of execution. Units with an existing MUP grid will abide by that until revised or superseded to this process. Areas of focus to be prioritized include units/departments without established staffing plans/guidelines, the operating room, the emergency department, NICU (focus on Lactation Consultant) and the Ambulatory Specialty Clinic group.

The USC Project plan must be completed and submitted to the Chief Nursing Officer of the Hospital and President the VFNHP within three (3) months of completion of project. The manager will make reasonable time available for the committee to work on the written plan. Staffing plans developed

under this Article 20B shall require approval by both the Chief Nursing Officer of the Hospital and President of the VFNHP. A decision on the memorandum of agreement shall be made within three (3) months of the submission of the final report. A failure to reject the plan or provide specific reasons for the rejection by either party within three (3) months of submission shall be considered acceptance. Where a final USC Project plan is rejected in good faith by either party, the USC committee shall reconvene and submit a new final report within three (3) months. Either party may initiate mediation following the rejection of a report.

During the USC Project plan process, at a time determined by all parties, each unit will create a timeline for implementation of their plan. During the USC Project plan process, at a time determined by the facilitator, each unit will perform a “transparency check” from which to gauge the feasibility of the project as planned to date, and make adjustments as deemed necessary by the group (inclusive of Hospital and Union). Most current budget and staffing related data will be available for the “transparency check”. Except for extreme circumstances, each USC Project plan will be implemented no later than three (3) months after the implementation date identified in the timeline, subject to approval of the memorandum of agreement.

Each unit upon completion of the process will have its USC Project plan as a side letter to the collective-bargaining agreement. The budgets for each unit will promptly be conformed to the standards and staffing developed in the USC Project plan.

Following the implementation of USC Project plan, the USC, consisting of four (4) clinical staff and two (2) administrators for IP/procedural/Peri-op and a minimum of six (6) clinical staff and two (2) administrators, including a minimum of one (1) administrator with an active RN license for ambulatory groupings, will continue to meet monthly, unless there is mutual agreement to meet every other month. The Committee shall review progress of the staffing grid, submit changes to Staffing Committee for approval, review any Concern Forms filed, prepare quarterly reports to Staffing Committee.

If a unit experiences changes that necessitate modifications in the USC Project plan, the VFNHP and the Hospital agree to meet and confer about re-opening the USC Project plan process as outlined in this article. Criteria for re-opening a USC Project process:

- Substantial changes in acuity, type of patient, service, or facilities.
- Significant new evidence related to research used in the USC Project process on staffing models potentially impacting patient outcomes, or significant evidence indicating changes in patient treatments and care.

The hospital will provide a bulletin board in a public area to showcase the work of the USC Project process. Material for the bulletin board will be provided by the units that most recently have completed a USC Project process or other units as agreed upon by the USC Project process. Materials must be approved by both the hospital and the VFNHP.

For non-ambulatory units, if the schedule is posted for six (6) or more consecutive scheduling postings with an open shift that is not the result of a planned or unplanned leave of absence or the position is posted, the hospital agrees to post and recruit for the position. For ambulatory, if a clinic's visit volume variance exceeds budget by greater than 10% for six (6) or more consecutive months, a volume adjusted position will be posted unless the short staffing is a result of a planned or unplanned leave of absence or a position is already posted.

Compliance with agreed-upon USC Project plan is subject to Article 40, Grievance and Arbitration, except that the parties agree to participate in non-binding mediation before proceeding to arbitration.

Nurses assigned to Nursing Professional Governance, Committee and Task force meetings (either at unit/clinic, department, or Hospital-wide levels) shall be paid to attend such meetings, and the Hospital shall attempt to schedule replacements for all attendees, including in ambulatory settings.

### **Paid time for committee participation**

#### **Article 3.4, Palisades Medical Center— Health Professionals and Allied Employees:**

Employees who attend Labor-Management Committee, Health and Safety Committee, Workplace Violence Committee, Safe Patient Handling Committee meetings and grievance meetings during their regularly scheduled hours shall be allowed time off without loss of pay for the purpose of attending these meetings. Such working time spent in attendance shall be considered as time worked for the purpose of calculating overtime.



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