

## ARTICLE VII – EMPLOYMENT STATUS

A. Management Rights. It is agreed that the operation of the Medical Center and the direction of the employees, including the making and enforcing of rules to assure orderly, safe and efficient operation, the right to hire, to transfer, to promote, to demote and to lay off for lack of work are rights (the above listing is not all inclusive but indicates the types of matters which belong to or are inherent to management) vested exclusively in the Medical Center and are subject to its sole discretion except as abridged by this Agreement.

B. Probationary-Introductory Period. A ~~nurse~~registered nurse employed by the Medical Center shall not become a regular employee and shall remain a ~~probationary-introductory~~ employee until they have been continuously employed for a period of 180 calendar days. However, the Medical Center may extend, in writing, a ~~probationary-introductory~~ period should additional time be necessary to evaluate a registered nurse's competency/performance. that has been interrupted by a leave of absence for a period not to exceed the length of the interruption.

C. Cause for Discipline. The Medical Center shall have the right to discipline, suspend or ~~discharge~~terminate nurse~~registered nurse~~s for proper cause. A regular full-time, part-time or resource ~~nurse~~registered nurse who feels they have been suspended, disciplined, or ~~discharge~~terminated without proper cause may present a grievance for consideration under the grievance procedure.

D. Discipline/Corrective Action.

1. Investigatory Meetings under the *Weingarten* rule. A

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nurseregistered nurse has the right to request a representative of the Association be present for an interview by the Medical Center as part of an investigation that might lead to discipline.

2. Review of Performance Following Discipline. Upon request from a nurseregistered nurse who has received discipline, the Medical Center will review the nurseregistered nurse's performance and provide a written summary addressing the nurseregistered nurse's efforts at resolving the issues that led to the discipline. In responding to such requests, the time between the original disciplinary action and the nurseregistered nurse's request for a follow up review may be taken into account and reflected in the summary. The statement will be given to the nurseregistered nurse and placed in the nurseregistered nurse's ~~personnel~~ Human Resource file.

3. ~~Nurses shall not be disciplined based solely upon data from any call light locator systems.~~

~~4. After three (3) years, if no further disciplinary action is applied, the registered nurse may submit a written request seeking that written disciplinary notices be removed from his/her Human Resource file. Any removal of material from the Human Resource file shall be at the sole discretion of the Chief Nursing Officer and Chief Human Resources Officer. Written disciplinary notices and documentation of employee counseling sessions shall be invalid after a period of one (1) year from the date on issuance, except when there are other materials of the same or related nature in which case all related notices and documentation of employee counseling sessions shall be invalid after a period of one (1) year from the date of the most recent related material. These written disciplinary notices and documentation of employee counseling sessions~~

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shall be removed from the personnel file upon employee requests.

E. Individual Development/Work Plans.

1. Development plans or work plans are not disciplinary actions. The goal of a work plan is to provide a tool to enable a nurseregistered nurse to develop skills and/or improve performance.

2. Work plans will outline job requirements, performance expectations, and objectives. The Medical Center will seek input from a nurseregistered nurse in the development of a plan, but the parties acknowledge that the Medical Center has the right to determine when to implement a plan and to decide on the terms set forth in the development or work plan.

3. If a plan is in place and there is a significant change in circumstances (e.g., significant change in workload or assignment), the nurseregistered nurse may request an adjustment to the plan to address the changed circumstances.

4. A work plan will only be referenced in a later corrective action within a one (1) year period after completion of the work plan.

F. Reports to the Oregon State Board of Nursing. Under normal circumstances, the Medical Center will make a reasonable effort to inform a nurseregistered nurse if the Medical Center is making an official report of the nurseregistered nurse to the Board. Any action taken by the Medical Center will not be

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impacted by the Medical Center's Failure-ability to inform a nurseregistered nurse of a report to the Oregon State Board of Nursing. ~~will not and cannot affect any action that might be taken by the Medical Center and/or the Board of Nursing.~~ Interest reviewing

G. Access to Personnel Human Resource Files. A nurseregistered nurse may review the contents of their personnel Human Resource file upon request, in accordance with ORS 652.750.

H. Attendance. The parties acknowledge the importance of nurseregistered nurses arriving to work on time and that reliable attendance is critical to ensuring care for the Medical Center's patients and for good teamwork in the department. Registered nurses Employees are expected not to exceed five (5) occurrences of unscheduled, unapproved absences or tardy events in a rolling twelve (12) month period.

I. Notice of Resignation. NurseRegistered nurses are encouraged to give as much advanced notice of resignation as possible to facilitate posting and recruitment such that resignations do not negatively impact unit staffing. All nurseregistered nurses shall give the Medical Center no ~~t~~ less than two (2) weeks' written notice of an intended resignation. A failure to give such notice shall result in a forfeiture of any unpaid PTO/vacation compensation. The Medical Center will give consideration to situations that would make lack of notice by a nurse excusable.

J. Notice of Termination. The Medical Center shall give regular full-time, part-time or resource nurses two (2) weeks' notice of the termination of their employment or, if less notice is given, then the number of working days within such period for which notice has not been given shall be paid the nurseregistered nurse at their regular rate of pay. ~~;~~ However, provided, however, that no such advance notice or pay in lieu thereof shall be required for nurseregistered nurses who are dischargeterminated for violation of professional nursing ethics or dischargeterminated

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for cause.

K. Exit Interview. A ~~nurse~~registered nurse shall, if they so request, be granted an interview upon the termination of their employment.