

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OREGON NURSES ASSOCIATION

AND

PROVIDENCE PORTLAND MEDICAL CENTER

January 1, 2015 until December 31, 2016

**In recognition
of Juanita Wolf for 44 years of dedicated service to Providence
Portland Medical Center and to the nursing profession.**

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AGREEMENT

THIS AGREEMENT made and entered into by and between PROVIDENCE PORTLAND MEDICAL CENTER, 4805 N.E. Glisan Street, Portland, Oregon, hereinafter referred to as “the Medical Center,” and OREGON NURSES ASSOCIATION, hereinafter referred to as “the Association.”

WITNESSETH

The intention of this Agreement is to formalize a mutually agreed upon and understandable working relationship between Providence Portland Medical Center and its registered professional nurses which will be based upon equity and justice with respect to wages, hours of service, general conditions of employment and communication, to the end that the dedicated common objective of superior patient care may be harmoniously obtained and consistently maintained.

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

ARTICLE 1 - RECOGNITION

The Medical Center recognizes the Association as the collective bargaining representative with respect to rates of pay, hours of work and other conditions of employment for a bargaining unit composed of all registered professional nurses employed by the Medical Center as staff nurses, charge nurses and assistant head nurses in the Departments of Nursing, Mental Health, Emergency, Surgery, IV Therapy, Blood Bank, Cardiovascular Laboratory Radiation Oncology, and Family Maternity Center, or their successor departments, excluding Sisters of Providence, administrative and supervisory personnel, and all other employees.

ARTICLE 2 - DEFINITIONS

A. Definitions:

1. Nurse - Registered nurse currently licensed to practice professional nursing in Oregon.
2. Staff Nurse - Responsible for the direct or indirect total care of a patient or patients.

3. Assistant Head Nurse – A nurse who assists the nurse manager in the administration of an organized nursing unit.
4. Nurse Manager - Responsible for administration of an organized nursing unit, including providing patient care.
5. Charge Nurse – A staff nurse who relieves the assistant head nurse in accordance with the assignment of such work by the Medical Center. The Medical Center will work to identify nurses who are willing to voluntarily assume the role of charge nurse on an on-going basis. The parties acknowledge, however, that there may be unusual and infrequent situations when the Medical Center will assign such duties.
6. Organized Nursing Unit - As designated by the Medical Center, shall have a nurse manager, assistant head nurse or charge nurse on each shift.
7. Cluster – A group of organized nursing units that typically share similar patient condition(s) and acuity.
8. Regular Nurse - A part-time or full-time nurse.
9. Part-time Nurse - Any nurse who is regularly scheduled to work forty-eight (48) or more hours per pay period, but less than seventy-two (72) hours per pay period (a 0.60 to 0.89 FTE).
10. Full-time Nurse - Any nurse who is regularly scheduled to work at least seventy-two (72) hours per pay period (a 0.90 or higher FTE).
11. Intermittently Employed Nurse - Any nurse (a) who is scheduled to work fewer than 24 hours per week or (b) who is not regularly scheduled to work or (c) who is employed on a temporary basis not to exceed 90 calendar days, or 180 calendar days where replacing a nurse on an approved leave of absence. In order to remain intermittently employed, other than for those nurses described by (d) in the preceding sentence, the following will apply:

(a) A nurse must be available for at least four (4) open shifts during each 28-day or monthly schedule period, which may include any open shifts of between four and twelve hours in length, at the nurse's discretion;

(b) A nurse may completely opt out of one (1) work schedule each calendar year, provided the nurse notifies the Medical Center in advance of the preparation of the work schedule;

(c) The four (4) available shifts must include any two of the following: weekend, evening, night, holiday, and/or standby or on-call shifts as assigned by the Medical Center, if those shifts are regularly scheduled in the unit where the nurse is to be assigned;

(d) At least one (1) of the assigned shifts in a calendar year will be on a holiday, and the holiday will be rotated between winter (New Year's Day, Thanksgiving Day, or Christmas Day) and summer holidays (Memorial Day, Fourth of July, or Labor Day), in alternate calendar years; and

(e) The nurse must meet the patient care unit's education requirement for the year.

12. An intermittently employed nurse who has averaged 24 or more hours of work per week during the preceding 12 weeks may apply in writing for reclassification, except that an intermittently employed nurse employed on a temporary basis to replace a nurse on an approved leave of absence will not be eligible for this reclassification. An eligible nurse applicant will be reclassified as of the next schedule to be posted to a regular part-time or full-time schedule, as appropriate, closest to the nurse's work schedule (including shifts and units) during the preceding 12 weeks. A nurse who is reclassified under this paragraph will not be eligible to return to intermittently employed status for one (1) year from the date of reclassification.

ARTICLE 3 - MEMBERSHIP

A. ONA Membership:

1. Because a nurse has a high degree of professional responsibility to the patient, he or she is encouraged to participate in the Association to define and upgrade standards of nursing practice and education through participation and membership in the nurse's professional association. Membership in the Oregon Nurses Association shall in no manner be construed as a condition of employment.

2. The Medical Center will distribute membership informational material provided by the Association to newly employed nurses. Such material will include the Association's form authorizing voluntary payroll deduction of monthly dues, if such form expressly states that such deduction is voluntary, and a copy of this Agreement.

3. During departmental nursing orientation of newly hired nurses, if any, the Medical Center will, on request of the Association, provide up to 30 minutes for a bargaining unit nurse designated by the Association to discuss Association membership and contract administration matters. The Medical Center will notify the Association or its designee of the date and time of this orientation, at least two (2) weeks in advance. During the first 30 days of the newly hired nurse's employment, a bargaining unit nurse designated by the Association may arrange with the newly hired nurse for 15 minutes to discuss Association membership and contract administration matters. In either situation, if the designated nurse has been released from work for this orientation, the time will be compensated as if worked. A newly hired nurse involved in this orientation will be released from otherwise scheduled work, and will be paid for this released time.

B. Membership and Financial Obligations.

1. The following provisions apply to any nurse hired *before* December 14, 2009 ("Effective Date"): Membership in the American Nurses Association through the Association shall be encouraged, although it shall not be required as a condition of employment. Notwithstanding the prior sentence, if a nurse hired before December 14, 2009, voluntarily joins the Association or has voluntarily joined the Association as of December 14, 2009, the nurse must thereafter maintain such membership, as an ongoing condition of employment, or exercise one of the two options listed in 2.(a)ii or 2.(a)iii below.

(a) **Transfers.** Nurses who are members of the Association or have exercised one of the two options listed in 2.(a)ii or 2.(a)iii below will maintain such status upon transfer to Providence Portland Medical Center, Providence St. Vincent Medical Center, Providence Willamette Falls Hospital, and Providence Home Health and Hospice. Nurses who are not members at another facility in the Portland metro area where they are represented by a union may continue such status, at their option, upon transfer to Providence Portland Medical Center, Providence St. Vincent Medical Center, and Providence Home Health and Hospice, unless they elect to exercise one of the two options listed in 2.(a)ii or 2.(a)iii below.

(b) **Promotions within a facility.** A nurse subject to paragraph B.1 above as of December 14, 2009, who assumes a position at the Medical Center outside of the bargaining unit will retain her/his respective status (as a nonmember, a member whose membership must be maintained, or one of the two options listed in 2.(a)ii or 2.(a)iii below) if he or she returns to the bargaining unit within one year of the date that the nurse assumed a non-bargaining position. A nurse who returns to the bargaining unit after one year will be subject to the choices in paragraph B.2.(a) below.

2. The following provisions apply to any nurse hired *after* December 14, 2009:

(a) By the 31st calendar day following the day that the nurse begins working, each nurse must do one of the following, as a condition of employment:

- i. Become and remain a member in good standing of the Association and pay membership dues (Association member); or
- ii. Pay the Association a representation fee established by the Association in accordance with the law; or
- iii. Exercise his/her right to object on religious grounds. Any employee who is a member of, and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect, that holds conscientious objections to joining or financially supporting labor organizations, will, in lieu of dues and fees, pay sums equal to such dues and/or fees to a non-religious charitable fund. These religious objections

and decisions as to which fund will be used must be documented and declared in writing to the Association and the Medical Center. Such payments must be made to the charity within fifteen (15) calendar days of the time that dues would have been paid.

(b) The Medical Center will provide a copy of the collective bargaining agreement to newly hired nurses, along with including a form provided by the Association that confirms the provisions in B.2.(a) above. The nurse will be asked to sign upon receipt and return the signed form directly to the Association. The Medical Center will work in good faith to develop a procedure to retain copies of such signed forms.

(c) A nurse should notify the Association's Membership Coordinator, in writing, of a desire to change his or her status under the provisions of B.2.(a) above by mail, to the business address for the Association.

(d) The Association will provide the Medical Center with copies of at least two notices sent to a nurse who has not met the obligations to which he/she is subject, pursuant to this Article. The Association may request that the Medical Center terminate the employment of a nurse who does not meet the obligations to which he/she is subject, pursuant to this Article. After such a request is made, the Medical Center will terminate the nurse's employment no later than fourteen (14) days after receiving the written request from the Association. The Medical Center will have no obligation to pay severance or any other notice pay related to such termination of employment.

3. The following provisions apply to all nurses.

(a) Dues Deduction. The Medical Center shall deduct the amount of Association dues, as specified in writing by the Association, from the wages of all employees covered by this Agreement who voluntarily agree to such deductions and who submit an appropriately written authorization to the Medical Center. The deductions will be made every pay period. Changes in amounts to be deducted from a nurse's wages will be made on the basis of specific written confirmation by the Association received not less than one month before the

deduction. Deductions made in accordance with this section will be remitted by the Medical Center to the Association monthly, with a list showing the names and amounts regarding the nurses for whom the deductions have been made.

4. The Association will indemnify and save the Medical Center harmless against any and all third party claims, demands, suits, and other forms of liability that may arise out of, or by reason of action taken by the Medical Center in connection with, this Article.

5. The parties will work together to reach a mutual agreement on the information to be provided to the Association, to track the provisions in this Article.

ARTICLE 4 - EQUALITY OF EMPLOYMENT OPPORTUNITY

A. The Medical Center and the Association agree that they will, jointly and separately, abide by all applicable state and federal laws against discrimination in employment on account of race, color, religion, national origin, age, sex, veteran's status, sexual orientation, or disability.

B. There shall be no discrimination by the Medical Center against any nurse on account of membership in or lawful activity on behalf of the Association, provided, however, the parties understand that any Association activity must not interfere with normal Medical Center routine, or the nurse's duties or those of other Medical Center employees.

ARTICLE 5 - PAID TIME OFF

A. The Paid Time Off ("PTO") program encompasses time taken in connection with vacation, illness, personal business, and holidays. Except for unexpected illness or emergencies, PTO should be scheduled in advance.

B. Accrual: regular nurses will accrue PTO as follows:

1. From and after the nurse's most recent date of employment until the nurse's fourth (4th) anniversary of continuous employment--0.0924 hours per paid hour, not to exceed 80 paid hours per two-week pay period (approximately 24 days of PTO per year with 192 hours' pay for a full-time nurse);

2. From and after the nurse's fourth (4th) anniversary of continuous employment until the nurse's ninth (9th) anniversary of continuous employment--0.1116 hours per paid hour, not to exceed 80 paid hours per two-week pay period (approximately 29 days of PTO per year with 232 hours' pay for a full-time nurse);

3. From and after the nurse's ninth (9th) anniversary of continuous employment--0.1308 hours per paid hour, not to exceed 80 paid hours per two-week pay period (approximately 34 days of PTO per year with 272 hours' pay for a full-time nurse);

4. For regular nurses on schedules consisting of three (3) days each week, with each workday consisting of a 12-hour shift, or four (4) days each week, with each workday consisting of a 9-hour shift, the accrual rates in Section B .1, 2, and 3 immediately above will be changed to 0.0963, 0.1155, and 0.1347 hours, respectively, per paid hour, not to exceed 72 paid hours per two-week pay period.

5. Accrual will cease when a nurse has unused PTO accrual equal to one and one-half times the applicable annual accrual set forth above.

C. Definition of a Paid Hour: A paid hour under B above will include only (1) hours directly compensated by the Medical Center and (2) hours not worked on one of a nurse's scheduled working days in accordance with Article 24 of this Agreement; and will exclude overtime hours, unworked standby hours, hours compensated through third parties, hours paid in lieu of notice of termination, or hours while not classified as a regular nurse.

D. Pay: PTO pay will be at the nurse's straight-time hourly rate of pay, including regularly scheduled shift, certification, clinical ladder, and Assistant Head Nurse differentials provided under Appendix A, at the time of use. PTO pay is paid on regular paydays after the PTO is used.

E. Scheduling:

1. In scheduling PTO, the Medical Center will provide a method for each eligible nurse to submit requests for specific PTO.

2. The number of persons who may be on pre-scheduled PTO at one time (or per shift, where possible) will be defined at the unit or cluster level annually by the unit's nursing manager in the first week of December of each year. In the event a unit subsequently undergoes a significant staffing increase or a decrease, the unit manager may adjust the number of nurses who may be on pre-scheduled PTO at one time, consistent with the staffing change, no later than the first week of May each year.

3. The following schedule applies to requests for prescheduled PTO:

For time off during this period ("PTO Scheduling Period"):	Requests must be submitted between:	Written decision will be provided by:
April 1 and September 30	January 1 and January 31	February 28
October 1 and March 31	June 1 and June 30	July 31

Each unit will make requests for prescheduled PTO submitted during these periods public and visible before the requests are approved.

4. If more nurses within a unit request dates for PTO, for a PTO Scheduling Period, than the Medical Center determines to be consistent with its operating needs, then preference in scheduling PTO will be in order of seniority for nurses within the unit, based on the seniority list that is available on the first day of the request submission period. Nurses are expected to seek trades if they need time off for major life events, but if a nurse is unable to find a trade, managers may use their discretion to increase the number of nurses allowed off, based on operational needs.

5. For requests submitted outside of the PTO Scheduling Period, preference will be in order of the Medical Center's receipt of the written requests for nurses within the unit. All requests will be approved or denied within three weeks of the date the request is submitted.

6. Notwithstanding the prior provisions of subsections 4 and 5 above, the Medical Center will attempt to rotate holiday work.

7. PTO requests that cross over the PTO scheduling periods will be honored in accordance with subsections 4 and 5 of this section with the understanding that if the PTO request is approved for the latter part of the scheduling period, then approval will automatically extend to the beginning of the next scheduling period.

8. Float nurses within a given cluster are deemed a “unit” for purposes of scheduling PTO.

9. Once PTO has been approved, the Medical Center will not require a nurse to replace himself or herself on the schedule. Once a vacation request has been approved, it can only be changed by mutual agreement between the Medical Center and the nurse. Vacation requests shall not be converted to requests for unpaid time off absent Medical Center approval, and nurses are expected to have enough accrued PTO available at the point the PTO is to be used. The Medical Center may deny a PTO request if a nurse has demonstrated a pattern of not having enough accrued PTO available to cover the nurse’s request, unless the nurse has accrued less PTO than expected due to an approved leave of absence, or mandatory low census.

10. Once the PTO has been approved, the PTO utilization schedule will be posted in a manner that is accessible for nurses to view.

11. In the event nurses on a particular unit or units have concerns about a pattern of denial of PTO or a specific situation involving denial of PTO, nurses are encouraged to discuss the issue with the unit manager or director, and if the concern has not been resolved, representatives of the Association may raise it with the Nursing Task Force.

12. The nurses on a unit or department may develop an alternative method of PTO scheduling, such as “prime time” scheduling. Any alternative method will only be adopted following first manager approval and then a majority vote of the staff nurses on the unit or department.

F. Use:

1. Accrued PTO may first be used in the pay period following completion of six (6) months of employment except with respect to use on observed holidays as provided in G below, and in the case of a mandatory Low Census (if requested by the nurse) per Article 24.

2. PTO will be used for any absence of a quarter hour or more, except that the nurse may choose to use or not to use PTO for time off:

(a) Under Article 24 of this Agreement, by making the appropriate entry on the nurse's time card; if the nurse chooses to use PTO under this paragraph, the nurse may change to non-use of PTO for the number of hours worked by the nurse on an extra shift of at least eight (8) hours (other than while on standby on-call) in the same pay period and thereby maintains the nurse's FTE level, by giving the Medical Center written notice of the change before the end of the same pay period;

(b) For leaves of absence under applicable family and medical leave laws if the nurse's accrued PTO account is then at 40 hours or less;

(c) When a nurse is assigned to a paid 8-hour inservice in the Medical Center instead of a regularly scheduled 9-, 10-, or 12-hour shift and the nurse is not assigned to work the remaining hours of the regularly scheduled shift; or

(d) When a nurse is required by the Medical Center to attend a committee meeting in the Medical Center during a regularly scheduled shift and the nurse is not assigned to work the remaining hours of the regularly scheduled shift.

(e) Under (c) and (d) above, the nurse will make herself/himself available for assignment to work the remaining hours of the regularly scheduled shift.

3. PTO may be used in addition to receiving workers' compensation benefits if EIT is not available, up to a combined total of PTO, EIT (if any), and workers'

compensation benefits that does not exceed two-thirds (2/3) of the nurse's straight-time pay for the missed hours.

4. PTO may not be used when the nurse is eligible for the Medical Center compensation in connection with a family death, jury duty, witness appearance, or EIT.

G. Change in Status: A nurse's unused PTO account will be paid to the nurse in the following circumstances:

1. Upon termination of employment, if the nurse has been employed for at least six (6) months and, in cases of resignation, if the nurse has also provided the required notice of intended resignation.

2. Upon changing from PTO-eligible to non-eligible status, provided the nurse has been employed for at least six (6) months at the time of the change.

ARTICLE 6 - HOLIDAYS

A. On the observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, the following will apply:

1. When a nurse is scheduled to work an observed holiday and requests time off, PTO will be used for the time off. However, if the nurse, with the manager's approval, works (or if the nurse requests but is not assigned to work) a substitute day in the same workweek, the nurse is not required to use PTO for the holiday.

2. If a nurse works on an observed holiday, the nurse will be paid one and one-half times the nurse's straight-time rate and will retain accrued PTO hours for use at another time.

3. If an observed holiday occurs on a Saturday or Sunday, nurses in departments that are regularly scheduled only Monday through Friday will observe the holiday on the Friday or Monday that is closest to the holiday and designated by the Medical Center.

4. If an observed holiday occurs on a Sunday, nurses in departments that are regularly scheduled only Monday through Saturday will observe the holiday on the Monday that is closest to the holiday and designated by the Medical Center.

5. A night shift will be deemed to have occurred on an observed holiday only if a majority of its scheduled hours are within the holiday.

6. If an observed holiday occurs before completion of a regular nurse's first six (6) months of employment and the nurse does not have sufficient PTO hours accrued, the PTO hours used for the holiday under this section will be charged against the next PTO hours accrued by the nurse.

ARTICLE 7 - EXTENDED ILLNESS TIME

A. The Extended Illness Time ("EIT") program encompasses time taken in connection with illness, injury, and parental leave.

B. Accrual: Regular nurses will accrue 0.0270 EIT hours per paid hour, not to exceed 80 paid hours per two-week pay period (approximately seven (7) days of EIT per year with 56 hours' pay for a full-time nurse). A paid hour under this section is defined the same as a paid hour under the PTO program. Accrual will cease when a nurse has 1,040 hours of unused EIT accrual.

C. Pay: EIT pay will be at the nurse's straight-time hourly rate of pay, including regularly scheduled shift, certification, Clinical Ladder, and Assistant Head Nurse differentials provided under Appendix A, at the time of use. EIT pay is paid on regular paydays after the EIT is used.

D. Use:

1. Accrued EIT may first be used in the pay period following six (6) months of employment and then in or after the pay period following the pay period when accrued.

2. EIT will be used for any absence from work due to the following:

(a) The nurse's admission to a hospital, including a day surgery unit, as an inpatient or outpatient, for one or more days and any necessary absence

immediately following hospitalization. If, during the term of this Agreement, the Medical Center makes any improvement in the benefit covered by this subparagraph for a majority of the Medical Center's other employees who are not in a bargaining unit, the improvement will also be provided to bargaining unit employees.

(b) When a nurse receives outpatient procedures under conscious sedation, spinal block, or general anesthesia in a free-standing surgical center or in a surgical suite at a physician's office.

(c) The nurse's disabling illness after a waiting period of missed work due to such condition which is equal to the shorter of three (3) consecutive scheduled work shifts or 24 consecutive scheduled hours. If, during the term of this Agreement, the Medical Center makes any improvement in the benefit covered by this subparagraph for a majority of the Medical Center's other employees who are not in a bargaining unit, the improvement will also be provided to bargaining unit employees.

(d) Partial day absences related to a single illness of the nurse, without an intervening full scheduled shift being worked, after a waiting period of missed work due to such condition which is equal to the shorter of the equivalent of three regularly scheduled work shifts or 24 scheduled hours.

(e) After qualification for use under subsections (c) or (d) above and a return to work for less than one (1) scheduled full shift, when the nurse misses work due to recurrence of such condition.

(f) Approved parental leave under applicable law.

(g) Approved leave under the Oregon Family Leave Act ("OFLA"), as outlined in the provisions of OFLA.

3. EIT may be used when the nurse is receiving workers' compensation pay after the normal workers' compensation waiting period and is otherwise eligible for EIT

use, but such EIT use will be limited to bringing the nurse's total compensation from workers' compensation and EIT to two-thirds (2/3) of the nurse's straight-time pay for the missed hours.

E. Change in Status: Upon changing from EIT-eligible to non-eligible status, if the nurse has been employed for at least six (6) months, a nurse's accrued but unused EIT will be placed in an inactive account from which the nurse may not use EIT. Upon return to EIT-eligible status, the inactive account will be activated for use in accordance with this Article. In the event of termination of employment, a nurse's active and inactive accounts will be terminated and will not be subject to cash-out, but such an account will be reinstated if the nurse is rehired within twelve (12) months of the termination of employment.

F. The EIT program existing on January 1, 2015 will continue in its entirety for the duration of this Agreement.

ARTICLE 8 - HOURS OF WORK OVERTIME AND BREAKS

A. The basic workweek shall be forty (40) hours in a designated seven (7) consecutive day period commencing at 12:01 a.m. Sunday for day and evening shift nurses and at 12:01 a.m. Saturday, or the beginning of the night shift closest thereto, for night shift nurses. When agreed to by the nurse and the Medical Center, a work period of eighty (80) hours in fourteen (14) consecutive days may be adopted in conformity with the Federal Wage and Hour Act.

B. The basic workday shall be the length of the shift that is agreed upon by the Medical Center and the individual nurse at the time of hire or upon the change of position (e.g., eight, nine, ten or twelve consecutive hours) in a twenty-four (24) hour period, including:

1. A lunch period of one-half (1/2) hour on the nurse's own time in addition to the length of the shift; and

2. One fifteen (15) minute rest period without loss of pay during each four (4) consecutive hours of work which, insofar as is practicable, shall be near the middle of such work duration.

3. The parties acknowledge the legal requirements and the importance of rest and meal periods for nurses. The parties further acknowledge that the *scheduling* of regular rest periods may not be possible due to the nature and circumstances of work in an acute care facility (including emergent patient care needs, the safety and health of patients, availability of other nurses to provide relief, and intermittent and unpredictable patient census and needs). The parties therefore agree as follows:

(a) Scheduling of breaks is best resolved by unit-based decisions, where the affected nurses are involved in creative and flexible approaches to the scheduling of rest periods.

(b) Each unit has the flexibility to develop a process for scheduling nurses for the total amount of rest and meal periods set forth in subsections B.1 and B.2 above, subject to the following:

- i. The process must be approved by the unit manager;
- ii. The preferred approach is to relieve nurses for two 15-minute rest periods and one 30-minute meal period within an 8-hour shift, but other options, consistent with applicable law, may be explored; and
- iii. If a nurse is not able to take a 30-minute uninterrupted meal period, the nurse will be paid for such 30 minutes. The nurse must inform his or her supervisor if the nurse anticipates he or she will be or actually is unable to take such 30-minute uninterrupted meal period.

(c) In the event nurses on a particular unit or units have concerns about the implementation of this subsection B.3., the concern may be raised with the Task Force, in addition to the remedies provided by the grievance procedure.

C. A nurse and the Medical Center may agree to a work schedule, other than those involving a basic workweek or basic workday. If either the nurse or the Medical Center intends to terminate such schedule agreement, the other will be given as much advance notice as is reasonably possible.

D. Overtime compensation shall be paid at one and one-half (1 1/2) times the nurse's regular straight time hourly rate of pay for all hours worked in excess of:

1. Forty (40) hours in each basic workweek, or

2. Eight (8) consecutive hours, or eight (8) hours in each basic workday, except that hours worked in a prior workday because of a change in shift beginning time shall not be treated as overtime hours (This subsection shall not be used as a basis for changing a nurse's scheduled starting time, without the nurse's consent), or

3. Consistent with the requirements of the Federal Wage and Hour Act, when a work schedule of eighty (80) hours in fourteen (14) consecutive days has been adopted, or

4. Those agreed to when different work schedules are selected under C above, except that hours worked in excess of thirty-six (36) hours in each workweek shall be paid at the overtime rate for (a) a nurse whose schedule consists exclusively of three (3) days each week, with each workday consisting of a twelve (12)-hour shift, or (b) a night shift nurse whose schedule consists exclusively of four (4) days each week, with each workday consisting of a nine (9)-hour shift, provided in either situation that during the workweek the nurse works such number of days on the applicable shift.

E. There shall be no pyramiding of time-and-one-half premiums for overtime, holidays and Appendix B. In calculating such premiums, the multiplier used shall be the hourly compensation under Appendix A applicable to the hours worked for which such premiums are being paid.

F. A nurse will be expected to obtain proper advance authorization, except when not possible, for work in excess of the nurse's basic workday or basic workweek. Excess work will be by mutual consent, except that a nurse may be required to remain at work beyond a nurse's scheduled workday, subject to applicable limitations under state law or administrative rule.

H. Nurses who are required to change at the Medical Center into Medical Center-required clothing will be permitted five (5) minutes included in the beginning and end of each scheduled shift to change into and out of such clothing.

ARTICLE 9 - SCHEDULING

A. Work schedules shall be prepared for 28-day or monthly periods and will be posted at least two (2) weeks prior to the beginning of the scheduled period. A unit may opt to post the schedule for the *two* scheduling periods that include Thanksgiving, Christmas and New Years.

1. At the time of initial posting, the Medical Center will schedule nurses for every other weekend off, or for two (2) consecutive weekends off after every scheduled weekend in the case of each full-time or part-time nurse who has been continuously employed by the Medical Center as a nurse for twenty (20) or more years, unless (a) a nurse agrees to be scheduled for any of such weekends or (b) scheduling is based on rotation of holiday work and an observed holiday falls on a weekend.

(a) When the Medical Center determines that it is reasonably feasible, consistent with staffing needs and patient care needs, the Medical Center will not require full and part-time nurses with at least thirty (30) years of continuous employment by the Medical Center as a nurse to work weekend shifts or full and part-time nurses with at least twenty-five (25) years of continuous employment by the Medical Center as a nurse to take mandatory call-back rotation in those units where being on-call is a requirement.

i. Notwithstanding subsection (a) above, the Medical Center will not schedule full-time and part-time nurses for shifts (excluding standby shifts) more than once every four (4) consecutive weekends if they have been continuously employed by the Medical Center as a nurse for thirty (30) or more years.

2. After the schedule is posted, a nurse will not be required to work an unscheduled weekend, except in emergencies, on which occasions Appendix A, Section L, will apply in accordance with its terms.

B. Nurses who are scheduled to report for work and who are permitted to come to work without receiving prior notice that no work is available in their regular assignment, shall either: (1) perform any nursing work to which they may be assigned, or (2) if nursing service determines after consultation with the nurse that he or she is unqualified for the temporary assignment, then the nurse may elect to take the day off with PTO or as mandatory low census without pay. Except in emergencies, the nurse's temporary

assignment will not be to a unit where the nurse has not been oriented and no nurse familiar with the unit will be available during the assignment. When the Medical Center is unable to utilize such nurse and the reason for lack of work is within the control of the Medical Center, the nurse shall be paid an amount equivalent to four (4) hours, or one-half the scheduled hours of the shift canceled if that number is greater than four (4), times the straight-time hourly rate plus applicable shift, certification and Clinical Ladder differentials; provided, however, that a nurse who was scheduled to work less than four (4) hours on such day shall be paid the nurse's regularly scheduled number of hours of work for reporting and not working through no fault of the nurse.

The provisions of this section shall not apply if the lack of work is not within the control of the Medical Center or if the Medical Center makes a reasonable effort to notify the nurse by telephone not to report for work at least two (2) hours before the nurse's scheduled time to work. It shall be the responsibility of the nurse to notify the Medical Center of the nurse's current address and telephone number. Failure to do so shall preclude the Medical Center from the notification requirements and the payment of the above minimum guarantee. If a nurse is dismissed and is not notified before the start of the next shift that he or she would have otherwise worked, he or she shall receive four (4) hours' pay in accordance with the provisions of this section.

C. Nurses will not be regularly scheduled to work different shifts, except that for the purpose of participation in an educational program, any nurse may agree to be regularly scheduled to work different shifts. Upon completion of the nurse's agreed-upon participation in such program, the nurse will be reinstated in the nurse's former regular shift. If more nurses within a unit request to be so scheduled than the Medical Center determines to be appropriate for its operations, preference will be given to the earliest of such requests.

D. Nurses should notify the Medical Center of any unexpected absence from work as far in advance as possible, but at least two and one-half (2½) hours before the start of the nurse's shift.

ARTICLE 10 – FLOATING

A. All nurses on a unit may be required to float to another unit in the Medical Center, although the Medical Center will endeavor to minimize floating when reasonably feasible. When the Medical Center determines that floating is needed:

1. Nurses will be floated first within their cluster (where they exist). The Medical Center will keep the Professional Nursing Care Committee (PNCC) informed with regard to clusters as they exist and are changed, and will take comments and suggestions from PNCC on proposed changes.
2. Nurses will receive or have been previously given information needed to work on the unit, including the layout of the unit, codes and passwords, and location of supplies.
3. Nurses will *generally* be floated on a rotational basis, unless the charge nurse determines that the skill mix of the unit or the patient needs warrant a change in the rotation.
4. The Medical Center will make reasonable efforts not to regularly float a nurse on a 12-hour shift to more than one unit per shift.
5. In determining patient assignments, the charge nurse will consider the fact that a nurse is floating to a unit for only 4 hours, and thus should receive an appropriate assignment, in addition to the other factors normally considered.

ARTICLE 11 – STAFFING

A. Concerns. Nurses are encouraged to raise any staffing concerns, without fear of retaliation. For specific staffing concerns, the Medical Center will make available a form that is mutually-agreeable to the Medical Center and the Association. Nurses will leave completed forms in a designated place, and the Medical Center will not discourage the reporting, documentation and submission of such forms. A copy of such reports received by the Medical Center will be provided to the Association, a member of the PNCC designated by the Association, and the appropriate unit manager.

B. The Hospital Staffing Plan.

1. The Medical Center is required under OAR 333-510-0045 and ORS 441.162 and ORS 441.166 (HB 2800), and any subsequent versions, to maintain a written hospital-wide staffing plan for nursing services, which *clearly delineates* the decision-making tools and techniques for each unit to determine its appropriate staffing;

2. The plan must generally be developed, monitored, evaluated and modified by a hospital nurse staffing plan committee (“the Hospital Staffing Plan Committee”).

C. The Hospital Staffing Plan Committee. The parties acknowledge the legal requirements set forth in OAR 333-510-0045 and ORS 441.162 and ORS 441.166 (HB 2800), including its enforcement mechanisms. The parties agree to the following specific contractual provisions:

1. The Hospital Staffing Plan Committee will be comprised of an equal number of Medical Center nurse managers and direct care registered nurses as its exclusive membership for decision-making. Hospital Staffing Plan Committee meetings are open to any observer from the direct care nursing staff (including a liaison from the Professional Nursing Care Committee and/or an Association Representative) upon advance request to the Hospital Staffing Plan Committee co-Chairs;

2. Direct care registered nurse representatives will be selected by the direct care nurses, through a process determined by the Hospital Staffing Plan Committee. Any regular full-time or part-time direct care nurse with a minimum of two years of nursing service is permitted to serve on the Hospital Staffing Plan Committee provided that the nurse has worked as a Registered Nurse for at least one (1) year in his/her current area of practice on his/her unit, and has worked at least two (2) years at the Medical Center as a Registered Nurse. Notice of vacancies on the committee and the time frame for nomination and selection will be provided to the Association, at the time of the vacancy.

3. Term or time on the Hospital Staffing Plan Committee will be two years and will include members as set by the Hospital Staffing Plan Committee, and will include rotational terms and the ability of nurses to serve multiple terms. One direct care registered nurse representative will serve as the committee co-chair, and one

direct care registered nurse representative, who serves on a different term rotation, will serve as the alternate co-chair. New direct care registered nurse representatives will receive no less than two paid hours of orientation, which may take place at the last committee meeting of the year, before beginning their terms on the committee.

4. The decision-making process for the Hospital Staffing Plan Committee will generally be by consensus.

5. The Medical Center has defined the following specialty areas and will include at least one direct care registered nurse from the following specialty areas on the Hospital Staffing Plan Committee (subject to change upon the consensus of the Hospital Staffing Plan Committee):

- (a) Medical;
- (b) Surgical;
- (c) Critical Care;
- (d) Surgical Services;
- (e) Family Maternity;
- (f) Behavioral Health;
- (g) Emergency Services.

6. Any nurse or nurses desiring staffing changes on his/her/their unit will meet with the unit manager to discuss such requested changes. If the issues leading to the requested changes remain unresolved, a nurse or nurses may bring those concerns to the attention of the Hospital Staffing Plan Committee.

7. Meetings.

(a) The meetings of the Hospital Staffing Plan Committee will be co-chaired by one direct care registered nurse and one nurse manager.

(b) The Hospital Staffing Plan Committee will determine how often it needs to meet to achieve its duties, but the Committee will endeavor to meet every other month.

(c) The members of the Hospital Staffing Plan Committee will be paid for the time spent during meetings, preparation and follow-up time, up to a maximum combined total of four (4) hours for each meeting.

(d) Minutes of the meetings will be taken and will be available for review by all nurses on the Providence Portland Nursing website within a month following the meeting.

(e) The annual schedule for meetings will be set in advance and available for review by nurses on the Providence Portland Nursing website.

(f) The names of the members of the Hospital Staffing Plan Committee and their respective units to be represented will be communicated to the nurses on the Providence Portland Nursing website.

(g) Nurses and/or representatives of the Association may request time on the agenda at the Hospital Staffing Plan Committee to raise issues or concerns.

(h) The Hospital Staffing Plan Committee will be asked to develop a plan to educate nurses on its role and responsibilities.

ARTICLE 12 - EMPLOYMENT STATUS

A. Discipline. The Medical Center shall have the right to suspend, discharge and discipline nurses for proper cause. Disciplinary action may include verbal warning, written warning, suspension without pay, or discharge. These forms of discipline will generally be used progressively, but the Medical Center may bypass one or more of these disciplinary steps.

B. Reports to the State Board of Nursing. Under normal circumstances, the Medical Center will inform a nurse if the Medical Center is making an official report of the nurse to the Board of Nursing. Failure to inform a nurse of a report to the State Board will not and cannot affect any action that might be taken by the Medical Center and/or the Board.

C. Attendance. Unplanned and unreported absences, including tardiness or partial day absences, may result in disciplinary action up to and including termination. Nurses are expected not to exceed a total of five (5) occurrences of unscheduled, unapproved absences or tardy events in a rolling twelve (12) month period. Consecutive day absences for the same reason are counted as one (1) occurrence. Unplanned absences related to family medical leave, military leave, work-related illness or injury, jury duty, bereavement leave and other approved bases are not counted as occurrences under this policy, unless related to an intermittent leave and the employee does not appropriately communicate the time off as intermittent leave, in accordance with the Medical Center's practice or instructions. Nurses are expected to give notice of the need for time away whenever possible.

D. Hire, Promotion, Transfer. The Medical Center shall have the right to hire, promote and transfer nurses, except as expressly limited by the Agreement.

E. Probationary Period. A nurse employed by the Medical Center shall be considered probationary during the first 180 calendar days of employment. If a nurse is terminated by the Medical Center during the probationary period, but after 120 calendar days of employment, and the nurse has not been given a written evaluation after 60 calendar days of employment and before completion of 120 calendar days of employment, then the Medical Center shall give the nurse no less than three (3) weeks' notice of termination of employment or pay in lieu thereof for any part of the three-week period for which such notice was not given, unless the termination is for violation of professional nursing ethics. The preceding notice provision, when applicable, is in place of the notice provisions in Section F below.

F. Notice of Resignation. Nurses shall give the Medical Center not less than two (2) weeks' notice of intended resignation.

G. Notice of Termination. The Medical Center shall give nurses no less than two (2) weeks' notice of termination of employment. If less notice is given, then the Medical Center will provide pay in lieu thereof for any days which would have been worked within that part of the two (2) week period for which such notice was not given; provided,

however, that no such advance notice or pay in lieu thereof shall be required for nurses who are discharged for violation of professional nursing ethics.

H. Disputes Regarding Discipline. A nurse who feels he or she has been suspended, disciplined, or discharged without proper cause may present a grievance for consideration under Article 19, Grievance Procedure, except as limited in Section A therein. A nurse will also be permitted to submit to his or her personnel file a written rebuttal or explanation, which will be included with any documentation of discipline or discharge.

I. Review of Performance Following Discipline. Upon request from a nurse who has received discipline, the Medical Center will review the nurse's performance and provide a written summary addressing the 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 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 nurse and placed in the nurse's personnel file.

J. Individual Work Plans. Work plans are not disciplinary actions. The goal of a work plan is to provide a tool to enable a nurse to develop skills and/or improve performance. Work plans will outline job requirements, performance expectations, and objectives. The Medical Center will seek input from the 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 of the work plan. If a plan is in place and there is a significant change in circumstances (e.g., significant change in workload or assignment), the nurse may request an adjustment to the plan to address the changed circumstances.

K. Personnel File. A nurse may review the contents of his/her personnel file upon request, in accordance with ORS 652.750. A nurse will also be permitted to submit to his/her personnel file a written rebuttal or explanation, which will be included with any documentation of discipline or discharge.

L. Exit Interview. A nurse shall, if he or she so requests, be granted an interview upon the termination of the nurse's employment.

M. Assignment. A nurse who is scheduled to work shall not be assigned to other than that nurse's scheduled working assignment because of the use of unscheduled nurses. The preceding sentence shall not apply if it would result in a nurse in the latter category being assigned to work for which such nurse is not qualified; however, when such nurse(s) is needed, the Medical Center shall make a reasonable effort to obtain a nurse who is qualified.

N. Absence without notice. A nurse who is absent from work for three (3) consecutive working days without notice to the Medical Center is subject to discipline, suspension or discharge.

O. Disciplinary Meetings. It is the Medical Center's intent to conduct disciplinary discussions and have discussions regarding a specific nurse's performance in private. Similarly, if the Medical Center posts information about nurses' practice (e.g., such as bar coding), it will be done without any names. If any nurse or group of nurses on a patient care unit have concerns about how information is being shared, the nurse(s) are encouraged to share that concern with the unit manager, the PNCC, and/or the members of the Nursing Task Force, for discussion and resolution. A nurse has the right to request a representative of the Association to be present for an interview by the Medical Center as part of an investigation that might lead to discipline.

ARTICLE 13 - RESTROOMS AND LOCKERS

Restrooms and lockers shall be provided by the Medical Center. The Medical Center will make good faith reasonable efforts to provide a room for nurses to rest during breaks, which is reasonably accessible to the nurses on the unit. If a nurse or the Association has concerns about the provision of a room for breaks, prior to filing a grievance alleging that such a good faith reasonable effort is lacking, the nurse or the Association should raise the issue at the Task Force where the parties will discuss potential for resolution of the concerns.

ARTICLE 14 - LEAVES OF ABSENCE

A. **Leaves Without Pay (Non-Medical).** Leaves of absence without pay may be granted to regular nurses, who have been continuously employed for at least six (6) months, at the option of the Medical Center for good cause shown when applied for in writing in advance, except that no leaves of absence for extended professional study purposes will be granted between June 1 and September 1 each year unless it is an approved Providence Bachelors of Science of Nursing Program with a leave requirement. Leaves of absence will be granted only in writing. However, a nurse will be deemed to be on a leave of absence from the beginning of any approved period of unpaid absence, other than layoff, regardless of the completion of paperwork under this section.

B. **Medical Leaves.**

1. Family Medical Leave Act/Oregon Family Leave Act (FMLA/OFLA). Parental, family medical, and workers' compensation leaves of absence will be granted in accordance with applicable law. The Medical Center will permit a nurse who is approved for leave FMLA/OFLA leave to use accrued EIT for him/herself and/or qualifying family members, as outlined in the provisions of leave laws and this section.

2. Medical Leave of Absence. Regardless of eligibility for leave under FMLA or OFLA, nurses who have completed the first six months of employment are eligible for up to six months of leave to care for their own serious health condition (including maternity). Such leave will not be taken on an intermittent basis. Time taken under FMLA or OFLA will count toward the six-month maximum. Benefits will continue as required under FMLA, or as long as the nurse is using PTO or EIT. Nurses are not guaranteed reinstatement while on non-FMLA or non-OFLA medical leave to the same position except (a) as required by law or (b) as stated in Section H ("Return from Leave") below.

C. **Military Leave.** Leaves of absence for service in the Armed Forces of the United States will be granted in accordance with federal law. A leave of absence granted for annual military training duty, not to exceed two (2) weeks, shall not be charged as vacation time unless requested by the nurse.

D. **Mission Leave.** Any nurse may request a personal leave of absence for the purpose of medical mission work. The nurse will provide documentation demonstrating that the work is in furtherance of Providence's mission. Such leave will be granted only with the approval of the nurse's manager. The nurse may use PTO during the time of the leave, or, with manager approval, take the leave unpaid.

E. **Benefits While on Leave.** A nurse will not lose previously accrued benefits as provided in this Agreement but will not accrue additional benefits during the term of a properly authorized leave of absence. A nurse's anniversary date for purposes of wage increases and vacation accrual rates shall not be changed because of being on a leave for 30 days or less.

F. **Bereavement Leave.** A regular nurse who has a death in the nurse's family will be granted time off with pay as follows: up to three (3) days will be paid when the days that the nurse needs to be absent fall on the nurse's regular workdays to attend a funeral or memorial service of a member of the nurse's immediate family (provided that the leave is taken within a reasonable time of the family member's death). A member of the nurse's immediate family for this purpose is defined as the parent, grandparent, mother-in-law, father-in-law, spouse, child (including foster child), grandchild, sister, or brother of the nurse; parent, child, or sibling of the nurse's spouse; spouse of the nurse's child; the parent of the nurse's minor child; or other person whose association with the nurse was, at the time of death, equivalent to any of these relationships.

G. **Jury Duty.** A nurse who is required to perform jury duty will, if he or she requests, be rescheduled to a comparable schedule on day shift during the Monday through Friday period and be permitted the necessary time off from such new schedule to perform such service, for a period not to exceed two (2) calendar weeks per year. A nurse who is required to perform jury duty will be paid the difference between the nurse's regular straight-time pay for the scheduled workdays he or she missed and the jury pay received, provided that he or she has made arrangements with the nurse's manager in advance. The nurse must furnish a signed statement from a responsible officer of the court as proof of jury service and jury duty pay received. A nurse must

report for work if the nurse's jury service ends on any day in time to permit at least four (4) hours' work in the balance of the nurse's normal workday.

H. **Appearance as a Witness.** Nurses who are subpoenaed to appear as a witness in a court case, in which neither nurses nor the Association is making a claim against the Medical Center, involving their duties at the Medical Center, during their normal time off duty will be compensated for the time spent in connection with such an appearance as follows: They will be paid their straight-time rate of pay, not including shift differential, provided that the subpoenaed nurse notifies the Medical Center immediately upon receipt of the subpoena. Such pay will not be deemed to be for hours worked. They will also be given, if they so request, equivalent time off from work in their scheduled shift immediately before or their scheduled shift immediately after such an appearance, provided that the subpoenaed nurse makes the request immediately upon receipt of the subpoena.

I. **Return from Leave.**

1. A nurse who continues to be absent following the expiration of a written leave of absence, or emergency extension thereof granted by the Medical Center, is subject to discipline, suspension or discharge.

2. The following provisions apply to leaves other than those under FMLA, OFLA and workers' compensation: Upon completion of a leave of absence of 60 days or less, the nurse will be reinstated in the nurse's former job (including position, unit, shift and schedule). Upon completion of a leave of absence of over 60 days, the nurse will be offered reinstatement to the nurse's former job (including position, unit, shift and schedule), if such job has not been filled. If such job has been filled, the nurse will be given preference for a vacancy for which the nurse applies in the same or a lower position on the nurse's former shift which the nurse is qualified to fill and, if the former job thereafter becomes available within 150 days of commencement of such leave, preference upon application for the nurse's former job (including position, unit, shift and schedule). The layoff provisions of Article 23 of this Agreement are not applicable to a nurse who is eligible for reinstatement, but has not yet been reinstated, under the preceding two sentences; except for purposes of the recall provision. Under the recall

provision, such a nurse's position for recall from among the nurses eligible for recall will be determined as if the nurse was laid off in accordance with his/her seniority.

(Leaves of absence for educational purposes are also referred to in the Professional Development article of this Agreement.)

ARTICLE 15 - HEALTH AND WELFARE

A. Laboratory examinations, when indicated because of exposure to communicable diseases at work, shall be provided by the Medical Center without cost to the nurse. The Medical Center will provide annual complete blood count and sedimentation rate determination, basic metabolic panel, and urinalysis at no cost to the nurse. A nurse, upon request, will be furnished a copy of all results of the aforementioned tests.

B. The Medical Center will provide Group Life Insurance on the same terms as provided to a majority of the Medical Center's other employees.

C. Each actively working regular nurse will participate in the benefit program offered to a majority of the Medical Center's other employees, in accordance with their terms and Appendix D. From the Providence benefits program, the nurse will select: (1) medical coverage (Health Reimbursement Medical Plan or Health Savings Medical Plan) (2) dental coverage (Delta Dental PPO 1500 or Delta Dental PPO 2000), (3) supplemental life insurance, (4) voluntary accidental death and dismemberment insurance, (5) dependent life insurance, (6) health care Flexible Spending Account (FSA), (7) day care Flexible Spending Account (FSA), (8) long term disability coverage, and (9) short term disability, and (10) vision coverage. The Medical Center will offer all such benefits directly or through insurance carriers selected by the Medical Center.

D. The nurse will pay, by payroll deduction unless some other payment procedure is agreed to by the nurse and the Medical Center, the cost of the total benefits selected which exceeds the portion paid by the Medical Center under the preceding section.

ARTICLE 16 – PENSIONS

A. Nurses will participate in the Medical Center's retirement plans in accordance with their terms.

B. At the time of ratification, the retirement plans include:

1. the Core Plan (as frozen);
2. the Service Plan;
3. the Value Plan (403(b)); and
4. the 457(b) plan.

C. The Medical Center shall not reduce the benefits provided in such plans unless required by the terms of a state or federal statute during the term of this Agreement.

D. The Medical Center may from time to time amend the terms of the plans described in this article; except (1) as limited by Section C above and (2) that coverage of nurses under Section B above shall correspond with the terms of coverage applicable to a majority of Medical Center employees.

ARTICLE 17 - ASSOCIATION BUSINESS

A. Duly authorized representatives of the Association shall be permitted at all reasonable times to enter the facilities operated by the Medical Center for purposes of transacting Association business and observing conditions under which nurses are employed; provided, however, that the Association's representative shall comply with the Medical Center's security and identification procedures. Transaction of any business shall be conducted in an appropriate location subject to general Medical Center and clinic rules applicable to non-employees, shall be confined to contract negotiation and administration matters, and shall not interfere with the work of the employees.

B. The Medical Center will provide the Association with designated bulletin board space of approximately two (2) feet by three (3) feet near the staffing office and in each nursing unit, which will be the exclusive places for the posting of Association-related notices. Such postings shall be limited to notices that relate to contract negotiation and administration matters.

C. Nurses who serve as delegates, cabinet members, bargaining team members or board members, of the Association or its parent (ANA) will be granted time off, up to a

total of 200 hours for all such nurses, to attend to official union business, as outlined below.

1. Nurses must submit such a request for time off as soon as possible but no later than the schedule cut off date.

2. Nurses who submit requests pursuant to this Section C will be permitted to either

(a) Use accrued but unused PTO in the nurse's account; or

(b) Access a bank of 120 hours per calendar year, if the nurse's accrued PTO account is then at 80 hours or less. Nurses who access this bank of unpaid hours will be permitted to take time off without loss of PTO or EIT.

3. If more than 3 nurses on the same unit and shift request time off pursuant to this section C for the same or overlapping periods of time, the Medical Center will determine whether all of the nurses' requests may be granted, consistent with patient care needs, and, if such requests cannot be granted, the Medical Center will meet with the Association to determine which of the nurses' requests will be granted.

D. The Association will supply the Medical Center with a list of designated Unit Representatives from among the various units of the Medical Center.

E. The Medical Center will supply the Association chair at the Medical Center and the Association monthly, by electronic means, a list of all bargaining unit nurses showing their addresses, listed telephone numbers, beginning dates of their last period of continuous employment, status (full-time, part-time, or intermittently employed), and the assigned shifts and unit of each nurse. The Medical Center will also supply each month a list showing the names and addresses of all nurses who terminated during the preceding month.

F. The Medical Center will post a seniority list, sorted by unit, on the Medical Center's nursing intranet site. The seniority list will include the name of each nurse and the nurse's total number of seniority hours.

ARTICLE 18 - NO STRIKE

A. In view of the importance of the operation of the Medical Center's facilities to the community, the Medical Center and the Association agree that there shall be no lockouts by the Medical Center and no strikes, picketing or other actual or attempted interruptions of work by nurses or the Association during the term of this Agreement.

B. The Medical Center and the Association further agree that there shall be no sympathy strikes by nurses or the Association during the term of this Agreement. If, however, an individual nurse in good conscience does not want to cross a lawful primary picket line, the nurse may request absent time without pay or benefits. Such request will be considered by the Medical Center, which may grant the request if it determines, in its sole discretion, that patient care will not be adversely affected. If the request is not granted, it shall not be a violation of this Article for a nurse to engage in sympathy picketing on the nurse's own time, in support of the lawful primary picket line, if such picketing does not interfere with the nurse's assigned hours of work.

ARTICLE 19 - GRIEVANCE PROCEDURE

A. A grievance is defined as any dispute by a nurse over the Medical Center's interpretation and application of the provisions of this Agreement. During a nurse's probationary period, the nurse may present grievances under this Article to the same extent as a nurse, except that the question of a probationary nurse's continued employment shall be determined exclusively by the Medical Center and shall not be subject to this Article.

A nurse who believes that the Medical Center has violated provisions of this Agreement is encouraged and expected to discuss the matter with the nurse's manager before undertaking the following grievance steps. A grievance shall be presented exclusively in accordance with the following procedure:

Step 1--If a nurse has a grievance, he or she may present it in writing (containing, to the best of the nurse's understanding, the facts and Agreement provisions involved) to the nurse's manager within fourteen (14) days after the date when he or she had knowledge or, in the normal course of events, should have had knowledge of the occurrence involved in the grievance (ten (10) days after the date of notice of any

discharge or other discipline which is the subject of the grievance). Only a nurse who was actually involved in the occurrence may present a grievance, unless (a) another nurse presents the grievance because the former nurse is mentally or physically incapable of doing so or (b) any nurse who is an officer of the bargaining unit ("Association officer") presents a group grievance where the occurrence actually involved at least four (4) nurses. The manager's reply is due within fourteen (14) days of such presentation. The Association may choose to present such a group grievance at Step 1 if the affected nurses have the same manager. Otherwise, the grievance will be presented at Step 2. If a meeting is held at Step 1, the nurse may bring his or her Association representative.

Step 2--If the grievance is not resolved to the nurse's satisfaction (or to the satisfaction of the Association officer presenting a group grievance) at Step 1, the nurse may present the grievance in writing to the appropriate person responsible for the nurse's department, or designee, within fourteen (14) days after the date when he or she had knowledge or, in the normal course of events, should have had knowledge of the occurrence involved in the grievance (ten (10) days after the date of notice of any discharge or other discipline which is the subject of the grievance), whether or not he or she has received the manager's reply by that time. If the grievance has been presented to Step 2 in accordance with this Article, the written response is due within fourteen (14) days of such presentation.

Step 3--If the grievance is not resolved to the nurse's satisfaction (or to the satisfaction of the Association officer presenting a group grievance) at Step 2, he or she may present the grievance in writing to the Administrator or designee within fourteen (14) days after receipt of the response in Step 2 or, if this response is not received within that period, within fourteen (14) days after the expiration of time allocated in Step 2 for the response. The Administrator's or designee's written response to the grievant and the Association is due within fourteen (14) days after a meeting between the Medical Center representative and the grievant and the grievant's representative, if any. If no meeting is held, such written response is due within twenty (20) days after presentation of the grievance in accordance with this Article to the Administrator or designee.

Step 4--If the grievance is not resolved to the nurse's satisfaction (or to the satisfaction of the Association officer presenting a group grievance) at Step 3, the Association may submit the grievance to an impartial arbitrator for determination. If it decides to do so, the Association must notify the Administrator in writing of such submission not later than fourteen (14) days after receipt of the Administrator's Step 3 response or, if such response has not been received, within fourteen (14) days after proper presentation of the grievance to Step 3.

B. It is the intent of the parties that meeting(s) will be held at Steps 2 and/or 3 among the grievant and representatives of the Association and the Medical Center, if requested by grievant, the Association or the Medical Center. At such meeting(s), the grievance will be discussed in good faith. If meeting(s) are not held because of the unavailability of the grievant or persons from either the Medical Center or the Association, the grievance will continue to be processed as set forth above.

C. A grievance will be deemed untimely if the time limits set forth above for presentation of a grievance to a step are not met, unless the parties agree in writing to extend such time limits.

D. If the parties are unable to mutually agree upon an arbitrator at Step 4, the arbitrator shall be chosen from a list of five (5) names furnished by the Federal Mediation and Conciliation Service. The parties shall alternately strike one (1) name from the list, with the first strike being determined by a flip of a coin, and the last name remaining shall be the arbitrator for the grievance.

E. The arbitrator's decision shall be rendered within thirty (30) days after the grievance has been submitted to the arbitrator, unless the parties by mutual agreement extend such time limit.

F. The decision of the arbitrator shall be final and binding on the grievant and the parties, except that the arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement or to impose any obligation on the Association or the Medical Center not expressly agreed to in this Agreement.

G. The fee and expenses of the arbitrator shall be shared equally by the Association and the Medical Center, except that each party shall bear the expenses of its own representation and witnesses.

H. As used in this Article, “day” means calendar day.

ARTICLE 20 - PROFESSIONAL DEVELOPMENT

A. The Medical Center shall provide counseling and evaluations of the work performance of each nurse covered by this Agreement not less than once per year.

B. The Medical Center agrees to maintain a continuing in-service education program for all personnel covered by this Agreement. In the event a nurse is required by the Medical Center to attend in-service education functions outside the nurse’s normal shift, he or she will be compensated for the time spent at such functions at the nurse’s established day straight-time hourly rate. The term “in-service education” shall include the Medical Center requested individual training in specialty as well as other educational training. If the Medical Center specifically instructs a nurse, in writing, to purchase instructional materials or equipment for mandatory in-service education, the Medical Center will reimburse the nurse for the reasonable cost of such materials. Before incurring any such expense, the nurse must seek the written approval of his/her manager.

C. The philosophy of the Medical Center’s orientation program shall be to provide the newly graduated registered nurse employee with a supervised first hospital work experience. In accordance with this policy, the Medical Center agrees to maintain an orientation program to help newly graduated registered nurses achieve clinical nursing experience. The Medical Center further agrees to discuss in advance any changes in Medical Center orientation program with the president of the ARPN.

D. The Medical Center endorses the concept of professional improvement through continuing professional education. The Medical Center may grant unpaid educational leaves of absence of up to one (1) year. Extensions of time beyond one (1) year may be granted at the discretion of the Medical Center. Paid educational leaves of absence will be granted consistent with prudent Medical Center management. The Medical

Center will attempt to offer educational leave opportunities to as broad a spectrum of its nurses as practicable under existing circumstances.

E. Nurses shall make reasonable efforts to complete mandatory education (such as HealthStream) and the annual nursing evaluation during regularly scheduled shifts. A nurse who is finding it difficult to find adequate uninterrupted time away from patient care duties to complete mandatory education or the nursing evaluation may bring this difficulty to the attention of his or her manager. The nurse and the manager will then work together to schedule a reasonable amount of paid time away from patient care, consistent with patient care needs, for the nurse to complete the education or evaluation.

F. During each calendar year, the Medical Center will provide paid non-mandatory educational leave as follows:

1. Sixteen (16) hours of paid educational leave for use by each full-time nurse, and each part-time nurse, who worked at least 800 hours in the preceding calendar year, to attend educational programs on or off the Medical Center premises which are related to clinical nursing matters where attendance would be of benefit to both the Medical Center and the nurse.

2. Each intermittently employed nurse who worked at least 800 hours in the preceding calendar year may apply for a maximum of eight (8) hours of educational leave under this paragraph. The Medical Center will provide a quarterly report to Professional Nursing Care Committee showing the number of educational leave hours used by registered nurses.

3. For any education time, the nurse will apply in advance to the appropriate nursing manager or designee for approval prior to the requested time. Approval of such requests will not be unreasonably withheld.

4. At the time the leave is approved, the nurse and the manager will agree on a format and/or process for the purpose of sharing the contents of the educational program, upon return from the leave.

5. The Medical Center may grant more extended educational leave in cases it deems appropriate.

6. The first year's educational leave shall be available for use in the calendar year in which the nurse reaches his/her first anniversary date of employment as a nurse, but may not be used until after such anniversary date. Each subsequent calendar year's educational leave shall be available for use during such calendar year.

7. Specific programs are subject to prior approval by the Medical Center. Requests for educational leave and the Medical Center's response will be in writing on the Medical Center's form(s). If a request for educational leave is not approved, the nurse may ask the Professional Nursing Care Committee to review the request. The PNCC will review the request and forward its recommendation and explanation to the division director in charge of the nurse's unit. The division director's decision will be final and binding on all concerned.

8. Educational leave not used by nurses in the applicable year shall be waived, except that if the reason for not using the educational leave in the year is that it was not approved by the Medical Center, after having been requested no later than one (1) month before the end of such year, the waiver shall not become effective until three (3) months following the end of such year.

9. Upon return from an educational leave, the nurse will, upon request by the Medical Center, submit a report or make an oral presentation for the purpose of sharing the contents of the educational program.

ARTICLE 21 - PROFESSIONAL NURSING CARE COMMITTEE

A. The nurses in the bargaining unit shall elect from its membership not to exceed eight (8) members of the unit who shall constitute the Professional Nursing Care Committee.

B. This Committee shall meet not more than twice a month at such times so as not to conflict with the routine duty requirements. Each Committee member shall be entitled

to up to two (2) paid hours per month at the nurse's regular straight-time rate, not including shift differential, for the purpose of attending Committee meetings.

C. The Committee shall prepare an agenda and keep minutes for all of its meetings, copies of which shall be provided to the Medical Center's designated nurse executive within a month days after each meeting.

D. The Committee shall consider matters which are not proper subjects to be processed through the grievance procedure, including the improvements of patient care and nursing practice.

E. The Medical Center recognizes the responsibility of the Committee to recommend measures objectively to improve patient care and will duly consider such recommendations and will so advise the Committee of action taken.

ARTICLE 22 – SENIORITY

A. Continuous Employment — The performance of all scheduled hours of work including time off because of vacation, paid sick leave, and authorized leaves of absence, which has not been interrupted by the occurrence of the following:

1. Voluntary Termination.
2. Is discharged for proper cause.
3. Layoff for lack of work which has continued for twelve (12) consecutive months.
4. Is absent from work without good cause for three (3) consecutive working days without notice to the Medical Center.
5. Fails to report for work promptly without good cause after an accident or illness when released to return to work by physician or other health care practitioner.

B. Seniority shall mean the length of continuous employment by the Medical Center. If a nurse enters bargaining unit employment, for the first time, from other non-

bargaining unit Medical Center employment without a break in Medical Center employment, the nurse's seniority will be limited to a maximum of three (3) years. A nurse who moves from bargaining unit employment into an interim supervisory position within Medical Center employment, without a break in Medical Center employment, will accrue additional seniority while not in bargaining unit employment. Otherwise, the nurse will not accrue additional seniority but will retain his/her seniority for use if the nurse later returns to bargaining unit employment without a break in Medical Center employment. All such seniority will be computed on the basis of hours paid at straight-time rates or higher, plus hours not worked as a result of Article 24 (together called "seniority hours"), subject to the following:

1. For the period prior to June 27, 1993, and for any periods of seniority defined above as in addition to covered employment, the seniority hours will be deemed to be equal to 40 hours per week.

2. Within thirty (30) days of the close of the last pay period beginning in the months of January and July, the Medical Center will furnish to the Association a seniority list of nurses in the bargaining unit covering seniority hours through such pay period. The seniority of the nurses on the semi-annual list will be fixed upon issuance of the list until the next semi-annual seniority list is issued.

3. Between seniority lists, nurses entering the bargaining unit (a) with accrued seniority under this Section B, will be added to the most recently furnished seniority list in accordance with her/his seniority hours; or (b) without accrued seniority, will be deemed to have less seniority than all nurses with accrued seniority. The length of continuous service of nurses without accrued seniority will be based on their most recent date of starting work (not seniority hours) until they are placed on a seniority list, at which time their length of continuous service will be computed as set forth above.

4. A bargaining unit nurse who returns to bargaining unit employment within 12 months or less of ending employment will have his or her seniority restored back to the date employment was ended.

5. Job Posting. When the Medical Center intends to fill a general duty or assistant head nurse vacancy, it will post the vacancy for no less than seven (7) days

and shall not fill the vacancy, except temporarily, for seven (7) days beginning with the date when first posted. The information provided with such posting will include the unit, FTE, and shift(s). A nurse who desires to fill such vacancy may apply in writing and, if the nurse applies during such seven (7) day period, shall be eligible for the opportunity under Section C above.

6. No vacancy under this Article will be deemed to exist when the Medical Center and a regularly scheduled nurse mutually agree, not more than once per calendar year, to increase or decrease the nurse's scheduled hours per week by no more than one (1) shift. If two or more nurses on the same shift of a patient care unit are willing to enter into an agreement under the preceding sentence, the most senior such nurse will be given preference, provided the nurse is qualified and the extra hours, if any, will not result in scheduled overtime hours.

C. Seniority Consideration.

1. For Assistant Head Nurse vacancies, the Medical Center shall consider factors including whether the nurse meets both required and preferred qualifications as set forth on the job description, history of job performance, and the nurse's performance in the select interview process. In the event that two or more candidates' qualifications are substantially equal, the position will be awarded on the basis of seniority. The Medical Center shall make the choice, according to the above-stated standards, objectively applied, with input from a unit-based committee that will include bargaining unit nurses. The candidates interviewed shall be given the opportunity to supply the committee with a brief written resume, summarizing the candidate's past experience, length of experience, reason for application and qualifications.

2. For all other vacancies, qualified senior nurses will be given preference within their areas of experience and qualifications. A qualified nurse who has worked at least one (1) year continuously in a unit as of the time when the nurse applies for a vacancy on another shift within that unit will be deemed to have seniority for this purpose equal to his/her seniority as defined in Section B above, plus the length of service in the unit. A qualified nurse who has worked at least one (1) year continuously in a permanent nursing float pool cluster as of the time when the nurse applies for a vacancy on another shift within that cluster will be deemed to have seniority for this

purpose equal to his/her seniority as defined in Section B above, plus one-half the length of service in the cluster. When all applicants for the vacancy who do not come within the preceding sentence have been eliminated from consideration for any reason under this Article, the remaining applicants for the vacancy will be deemed to have seniority for this purpose equal to their seniority as defined in Section B above.

3. To exercise seniority in any position, the senior nurse must agree to work the number of days or weeks of the vacant position.

ARTICLE 23 – REDUCTION IN FORCE

A. A reduction in force is defined as the involuntary elimination of a regular nurse's position or an involuntary reduction of a regular nurse's scheduled hours or shifts.

B. For purposes of this article, "qualified" means that the nurse is able to be precepted on site at the Medical Center up to six weeks of assuming the new role or position.

C. If the Medical Center determines that a reduction in force as defined in Section A of this article is necessary, a minimum of 45 days notice will be given to the Association detailing purpose and scope of the reduction and the likely impacted unit or units, shifts, and positions. The Medical Center will provide the Association with a list of open RN positions at the Medical Center and, at the request of the Association, at any other Providence facilities within Oregon. An "open position" is any position for which the facility is still accepting applications.

D. Upon notice to the Association, representatives of the Medical Center and the Association will meet to discuss the scope of the reduction and the likely impacted unit or units, shifts, and positions as well as options for voluntary lay-offs, reduction of the scheduling of intermittently employed nurses, conversion from regular nurse status to an intermittently employed nurse and FTE reductions (full-time nurses going to part-time status). The Medical Center will consider the options suggested by the Association, but will not be required to implement the suggested options.

E. If after meeting with the Association, the Medical Center determines that a reduction in force is still needed the nurse or nurses on the unit or units to be impacted will be given a minimum of 30 days notice. If there are any posted RN positions within the Medical Center at the time of a reduction in force, the Medical Center will wait to fill such positions with an external applicant until it has become clear which nurses will be impacted by the reduction in force (either laid off or displaced into another position), and those nurses have had an opportunity to apply for those positions. The Medical Center may immediately post and fill nursing positions if either (1) it is apparent that the nurses likely to be impacted by the reduction in force are not qualified for the open position or (2) the Medical Center has an urgent need to fill the position for patient care reasons. The Medical Center will inform other employers within Providence-Oregon of the existence of the reduction in force, and request that they consider hiring the impacted nurses, if any, for any open positions.

F. Upon notification to the impacted nurse or nurses on the unit or units the Medical Center will displace the nurses in the following manner. Where more than one nurse is to be impacted in a unit or units, the impacted nurses will progress through each step of the process as a group so that the nurse or nurses with the most seniority will have the first choice of displacement options and progress in a manner so that the nurse or nurses with the least seniority will have the least options.

1. The nurse or the nurses with the least seniority as defined in Article 22 among the nurses in the shift or shifts of the patient care unit or units where such action occurs, will be displaced from his/her position provided that the nurse or nurses who remain are qualified to perform the work. The displaced nurse or nurses whose position is taken away will become the displaced nurse or nurses for the purposes of the following subsections and will then have the following options:

2. Any initially displaced nurse may, within seven (7) calendar days of his or her notification of the layoff, choose to accept layoff with severance pay in lieu of further layoff rights or options. Such severance pay will be based on the severance policy applicable to non-represented employees then in effect, except that the nurse will receive severance payments equal to seventy-five percent (75%) of the severance wages available to non-represented employees with the same number of years of service as the nurse. In order to receive severance payments, the nurse will be

required to sign the Medical Center's standard severance agreement that includes a release of all claims (including the right to file any grievance relating to the nurse's selection for layoff). Any nurse who chooses severance (including a nurse who chooses severance and then refuses to sign the severance agreement) forfeits any further rights under this Article. Severance is not available to nurses who become displaced due to the application of the "bumping rights" described below.

3. If he or she does not accept severance, the displaced nurse or nurses will take the position of the least senior regular nurse in their same patient care unit or units, regardless of shift, provided he or she is qualified to perform the work of that position (the nurse or nurses whose position is thus taken will become the displaced nurse or nurses for the purposes of the following subsections); or

4. The displaced nurse or nurses will take the position of the least senior regular nurse in any patient care unit in which the displaced nurse or nurses is permitted to float, provided he or she is qualified to perform the work of that position (the nurse or nurses whose position is thus taken will become the displaced nurse or nurses for the purposes of the following subsections); or

5. The displaced nurse or nurses will take the position of the least senior regular nurse or nurses in the bargaining unit, provided he or she is qualified to perform the work of the position. For this sub-section only a nurse is qualified to perform the work of a position if he or she has held a regular position performing the duties of that position at the Medical Center within the two years immediately prior to the date the Medical Center provided notice to the Association of the need for a reduction in force. (The nurse or nurses whose position is thus taken will become the displaced nurse for purposes of the following subsection); or

6. The displaced nurse will be laid off.

G. In the event the Medical Center undergoes a layoff and a position exists in a unit affected by the layoff that requires special skills and/or competencies which cannot be performed by other more senior nurses in that unit, the Medical Center will notify the Association of the need to potentially go out of seniority order. The parties agree to

promptly meet and discuss the unit, scope of layoff, the job skills required, and how to address the situation in order to protect seniority rights and care for patients. In analyzing the special skills and/or competencies, the ability to provide training to more senior nurses will be considered. Special skills and competencies will not include a specific academic degree, non-mandatory national certifications, disciplinary actions or work plans.

H. Recall from a layoff will be in order of seniority, provided the nurse or nurses laid off is/are qualified to perform the work of the recall position. A displaced nurse under any of the preceding sections or subsections of this article, including recalled nurses under the previous sentence, will be given preference for vacancies in the same unit and/or cluster, in order of their seniority. Such recall rights continue for up to twelve (12) months from date of displacement. It is the responsibility of the displaced nurse to provide the Medical Center with any changes in address, telephone number or other contact information. If the displaced nurse fails to provide the Medical Center with such changes and the Medical Center is unable to contact him or her with available contact information, he or she forfeits any recall rights.

ARTICLE 24 - LOW CENSUS

A. In the event of nurses not working all or part of one of their scheduled working days at the request of the Medical Center, the following order for assigning time off shall be used, provided the nurse remaining on the unit is qualified to perform the assignment:

1. Agency or traveler nurses, followed by Sharecare nurses, will be assigned time off.

2. Volunteers to take the time off (both regular and intermittently employed nurses) shall be sought in the shift of the patient care unit, then the cluster (for those units in a cluster) affected, and then all medical surgical units together (for medical surgical units only). For purposes of the preceding sentence, a "same shift and unit and/or cluster (for those units in a cluster)" exists where both the volunteer and the intermittently employed nurse on a shift of the same patient care unit and/or cluster (for those units in a cluster) have the same starting and ending times for that shift.

(a) Lists of requested voluntary Low Census will be maintained in the patient care unit and/or staffing office (for those units using the staffing office);

(b) Volunteers will have the option of indicating preference for taking the full shift off, partial shift, or being placed on standby, as follows:

i. The nurse must designate his or her preference related to Standby at the time the nurse places his or her name on the list.

ii. Such preference will be considered by the Medical Center in determining which nurse will be given the Low Census, based on the determination as to the standby needs for the unit then the cluster (for those units in a cluster) (e.g., with or without standby). Where multiple requests are received for the same status of voluntary low census (e.g., with or without standby), the earliest request(s) will be given preference and the order will be viewable by nurses on-line from a nurse's home, provided that a nurse on the same unit or cluster is qualified to perform the work of the nurse given the time off.

a. The parties agree that a nurse may not file a grievance if he/she was not selected for voluntary low census because the Medical Center determined that it needed a nurse who was willing to be on standby.

b. The parties also acknowledge that the Medical Center may assign Low Census to a nurse in the categories below, if the only volunteer does not indicate the standby preference needed by the Medical Center.

c. The Medical Center is responsible for calling nurses on standby, if they are needed to work.

d. A nurse from a medical surgical unit who elects voluntary standby will be on standby for any medical surgical unit.

3. Intermittently employed nurses on the shift of the patient care unit and/or cluster (for those units in a cluster) affected will be assigned such time off using a system of rotation.

4. Regular nurses eligible for any time-and-one-half or greater premium for working on the shift of the patient care unit and/or cluster (for those units in a cluster) affected will be assigned such time off using a system of rotation.

5. Regular nurses working an extra shift on the shift of the patient care unit and/or cluster (for those units in a cluster) affected will be assigned such time off using a system of rotation.

6. The remaining regular nurses on the shift of the patient care unit and/or cluster (for those units in a cluster) affected will be assigned based on who has the lowest "Factor" on a "Mandatory List":

(a) For the purpose of mandatory low census the clusters are (a) all medical/surgical together and (b) all critical care units together.

(b) "Factor". A Mandatory List will be compiled, by assigning each nurse a Factor calculated as follows:

$$\frac{\text{Nurse's Total Low Census Hours (voluntary and mandatory) in a rolling calendar year}}{\text{Nurse's FTE (expressed in annualized hours for the rolling calendar year)}}$$

Cancelled Extra Shifts are not included in the Low Census hours.

(c) The Mandatory List will be updated every twelve (12) hours, and will be available for viewing on-line from a nurse's home, by nurses. Each nurse is responsible for checking the Mandatory List and alerting his or her manager to any concerns with the calculation for that nurse or the nurse's relative placement on the list. The manager will use best efforts to investigate and make corrections, if needed, in a timely manner.

(d) The Medical Center will record each nurse's total unpaid low census hours for the year to date on the Mandatory List. "Unpaid low census hours" means scheduled working hours that the nurse did not work due to low census (whether mandatory or voluntary) and for which the nurse did not receive compensation (such as through the nurse's choice to use paid time off or otherwise). The Medical Center will highlight on the Mandatory List any nurse who has received 200 or more hours of unpaid low census for the current calendar year.

(e) Situations that will alter the assignment of Voluntary and Mandatory Low Census by the lowest Factor are:

- i. The nurse's qualifications may not meet the needs of an area. Example: Charge nurse or clinical instructor required, new graduate available. Special care nurse needed, staff nurse available.
- ii. The nurse whose turn it is to be off is already on an assigned day off.
- iii. The Factor process shall be subject to temporary variation because of scheduled days off, absences, inability to contact the nurse whose turn in the rotation it is, or when the Medical Center cannot otherwise provide from among available and qualified nurses for the remaining work required to be done.

7. Nurses' Status While on Voluntary Low-Census. A nurse may be placed by the Medical Center in one of the following three categories:

(a) Full Low Census. This means that the nurse is not obligated to the Medical Center for that shift.

(b) Partial Day Low Census.

- i. With Standby for the patient care unit and/or cluster (for those units in a cluster). The nurse will be placed on standby for a portion of the shift and will be given a scheduled time to report to work for a portion of the shift at the nurse's straight-time hourly rate.

ii. Without Standby. The nurse will be given a scheduled time to report to work for a portion of the shift at the nurse's straight-time hourly rate, but will not be placed on standby for the other portion of the shift.

(c) Voluntary Standby Shift for the patient care unit and/or cluster (for those units in a cluster). For nurses who agree to be on standby, , and if called into work, the standby provisions of this contract will apply (provided, however, that a nurse assigned "Low Census Standby" will have one hour to report to work, if called). Nurses called in from standby will be called in the reverse order of signing up.

8. Nurses' Status While on Mandatory Low-Census. A nurse may be placed by the Medical Center in one of the following three categories:

(a) Full Low Census. This means that the nurse is not obligated to the Medical Center for that shift.

(b) Partial Day Low Census.

i. The nurse will be placed on standby for the patient care unit and/or cluster (for those units in a cluster) for a portion of the shift and will be given a scheduled time to report to work for a portion of the shift at the nurse's straight-time hourly rate.

ii. Without Standby. If the nurse agrees with the Medical Center's request for partial day low census without standby, the nurse will be given a scheduled time to report to work for a portion of the shift at the nurse's straight-time hourly rate, but will not be placed on standby for the other portion of the shift.

iii. Partial shift reductions at the beginning of a day or evening shift nurse's schedule will be no greater than eight (8) hours. Partial shift reductions at the beginning of a 12-hour night shift nurse's schedule will be no greater than four (4) hours.

(c) Standby Shift for the patient care unit and/or cluster (for those units in a cluster). If the nurse voluntarily agrees with the Medical Center's request for standby, the nurse will be placed on standby, and if called into work, the standby

provisions of this contract will apply (provided, however, that a nurse assigned “Low Census Standby” will have one hour to report to work, if called).

9. If the Association believes that the process described herein for the preceding posted work schedule has resulted in inequitable distribution of such days not worked, it may ask to discuss this with the Medical Center. Upon such a request from the Association, the Medical Center will meet with an Association committee to review the matter and consider other approaches. Regular nurses shall not suffer the loss of any benefits (excluding retirement) as a result of not working all or part of one of their scheduled working days under this section.

10. Any nurse who has received 200 or more hours of unpaid low census (whether mandatory or voluntary) in that calendar year will not be required to take low census as long as there is another nurse on the same shift and unit and/or cluster (for those units in a cluster) who can be placed on low census and who has not yet received 200 hours of unpaid low census in that calendar year. However, in the event that the Medical Center determines that it is necessary to assign mandatory low census and all the nurses on the same shift and unit and/or cluster (for those units in a cluster) who can be placed on low census have received 200 hours or more of unpaid low census in that calendar year, mandatory low census shall be assigned according to the factor system set forth in this Article. Exceptions to this process may be made on the same criteria that the assignment of low census may be altered pursuant to this Article in Section A (5)(e) (such as ensuring that the remaining nurses’ qualifications meet the needs of the unit and/or cluster). Nothing in this subsection will limit a nurse’s ability to choose to volunteer for low census.

B. Agency nurses will not be assigned to work on the shift of a patient care unit and/or cluster (for those units in a cluster) that a nurse is not working as scheduled because of being assigned time off under this section, except when the nurse is not working as a result of volunteering to take the time off.

ARTICLE 25 - SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. In such event, the parties shall meet, upon request, to negotiate replacement provision(s), which shall be incorporated in this Agreement upon mutual agreement of the parties.

ARTICLE 26 – SUCCESSORS

In the event that the Medical Center shall, by merger, consolidation, sale of assets, lease, franchise, or any other means, enter into an agreement with another organization which transfers in whole or in part the existing collective bargaining unit, then such successor organization shall be bound by each and every provision of this Agreement. The Medical Center shall have an affirmative duty to call this provision of the Agreement to the attention of any organization with which it seeks to make such an agreement as aforementioned, and if such notice is so given the Medical Center shall have no further obligations hereunder from date of take-over.

ARTICLE 27 - DURATION AND TERMINATION

- A. This Agreement shall be effective on its date of ratification, except as expressly provided otherwise in the Agreement, and shall remain in full force and effect until January 1, 2017, and annually thereafter unless either party hereto serves notice on the other to amend or terminate the Agreement as provided in this Article.
- B. If either party hereto desires to modify or amend any of the provisions of this Agreement, it shall give written notice to the other party not less than ninety (90) days in advance of January 1, 2017, or any January 1 thereafter that this Agreement is in effect.
- C. If either party hereto desires to terminate this Agreement, it shall give written notice to the other party not less than ninety (90) days in advance of January 1, 2017, or any January 1 thereafter that this Agreement is in effect.
- D. This Agreement may be opened by mutual agreement of the parties at any time.

ARTICLE 28 - APPENDICES

Appendices A, B, C, and D are intended to be part of this Agreement and by this reference are made a part hereof.

ARTICLE 29 - TASK FORCE

A. The parties reiterate their mutual commitment to quality patient care. In a joint effort to ensure optimal nursing care and maintain professional standards, a task force shall be established to examine nursing practice, staffing and payroll issues, status of outstanding grievances that are not disciplinary, notices and updates regarding unit restructures, key nursing initiatives (which could include Magnet status, Releasing Time to Care, Medicare Hospital Value Based Purchasing) and Medical Center workplace process improvement projects. Agendas will be developed jointly along with an annual calendar scheduling routine outline updates (where possible). Agenda will include a schedule of staffing committee meetings. Failure of the task force to agree on a matter will not be grievable and will not be deemed to be a reopener of the Agreement.

B. The Association shall appoint four (4) members to the task force, at least three (3) of whom shall be employed by the Medical Center.

C. The Medical Center shall appoint four (4) members to the task force, and two (2) of them shall be the Assistant Administrator Nursing and Patient Care, and the Director of Human Resources, or such other persons as may be designated by the Administrator in their place(s).

D. The task force shall meet at least once a month, or as otherwise agreed to by the Medical Center and the Association, to accomplish its assignment. Nurse members and one (1) designated nurse alternate shall be paid up to three (3) hours per month for attendance at task force meetings.

E. The minutes and information furnished by the Medical Center to the Association and its task force members in connection with the functioning of the task force may be disclosed to other persons only by mutual agreement of the Medical Center and the Association.

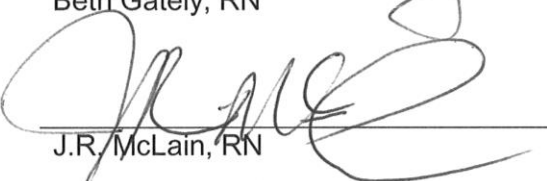
IN WITNESS WHEREOF the Medical Center and the Association have executed this Agreement as of the 25th day of February, 2015, on which date it shall be effective except as specifically provided for otherwise in this Agreement.

For the Association


Juanita Wolf, RN

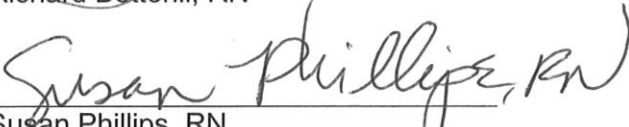

Sabra Bederka, RN



Beth Gately, RN


J.R. McLain, RN


Sarah Carter, RN



Richard Botterill, RN

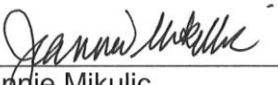

Susan Phillips, RN


Sarah Thompson, Labor Relations Representative

For Providence Portland


Paul Gaden
Chief Executive Officer


Mary McFadden
Chief Nursing Officer


Jeannie Mikulic
Eastside Human Resources Director

APPENDIX A - WAGES

A. The following are the step rates of pay of all nurses employed under the terms of this Agreement:

Effective upon the pay period including 1/1/2015: 1.5% across the board increase.

Effective upon the pay period including 1/1/2016: 2.25% across the board increase.

Steps	2015	2016
1	34.68	35.46
2	36.55	37.37
3	37.73	38.58
4	38.96	39.83
5	40.57	41.48
6	42.81	43.78
7	43.21	44.18
8	43.67	44.65
9	44.08	45.07
10	44.50	45.50
11	44.92	45.93
12	45.37	46.39
13	45.78	46.81
14	46.19	47.23
15	46.62	47.67
16	47.08	48.13
17	47.55	48.62
18	47.98	49.06
19	48.45	49.54
20	48.95	50.05
21	49.70	50.82
22	50.46	51.59
25^^	51.48	52.64
30#	52.25	53.43

^^A nurse will progress to Step 25 after being on Step 22 for three years.

##A nurse will progress to Step 30 after being on Step 20 or higher for ten years

- B. Nurses' compensation shall be computed on the basis of hours worked.
- C. Assistant Head Nurses shall be paid a differential of \$3.50 per hour in addition to their applicable hourly rate of pay.
- D. Charge Nurses shall be paid for hours worked in such position a differential of \$2.25 per hour in addition to their applicable hourly rate of pay. The Charge Nurse differential shall be paid exclusively for hours worked and shall not be included in any other form of compensation or benefits.

E. Shift differentials:

1. Nurses are scheduled for shifts according to the following:

<u>Shift</u>	<u>Majority of Scheduled Hours are Between:</u>
Day	7 a.m. and 3 p.m.
Evening	3 p.m. and 11 p.m.
Night	11 p.m. and 7 a.m.

2. Nurses scheduled for evening and night shifts shall be paid, in addition to their applicable rates shown above, the following shift differentials:

Evening shift: Effective on the later of the date specified in Section A.1 above or the initial date of the first full pay period beginning after ratification of this Agreement: \$2.80 per hour.

Night shift: Effective on the later of the date specified in Section A.1 above or the initial date of the first full pay period beginning after ratification of this Agreement: \$5.75 per hour.

3. A nurse who works daily overtime shall be paid shift differential, if any, for such overtime hours, according to the nurse's scheduled shift for that workday. However, if a nurse works two (2) or more hours of daily overtime in a workday, the applicable shift differential for such daily overtime hours shall be the higher of (a) the shift differential of the nurse's scheduled shift or (b) the shift differential of the shift in which the majority of such overtime hours are worked. For purposes of (b) in the

preceding sentence, the day shift is considered to be 7 a.m. to 3 p.m., the evening shift 3 p.m. to 11 p.m., and the night shift 11 p.m. to 7 a.m.

F. Credit for prior experience: A newly hired nurse may be hired at any Step, but not less than the Step number that corresponds with the number of years of the nurse's related experience as a nurse employee of an accredited acute care hospital(s) during the immediately preceding five (5) years. A year of experience under this section is at least 1872 hours of related work. The Medical Center may, in its discretion, place a newly hired experienced nurse at a higher step rate of pay.

G. An intermittently employed nurse will be paid a differential of \$3.50 per hour in lieu of receiving PTO, EIT, and insurance benefits. An intermittent nurse who has been continuously employed in a position in the bargaining unit for 30 years or more will be paid a differential of \$5.25 per hour in lieu of receiving PTO, EIT, and insurance benefits.

H. The standby on-call compensation policies for nurses are set forth in Appendix B to this Agreement.

I. A nurse temporarily assigned to a higher position shall be compensated for such work at no less than the minimum rate of pay applicable to the higher position if such assignment lasts for a period of four (4) hours or more.

J. Merit Raises -- The Association recognizes this contract to be the minimum standards of employment. This contract should not be construed to limit management's right to reward an individual nurse's performance over and above the prescribed conditions called for in this Agreement.

K. A nurse will ordinarily progress to the next year's step rate of pay under Section A above (for example, Step 2 to Step 3) on the later of (1) the anniversary of the nurse's last such step placement or (2) upon completion of 700 hours compensated at straight-time rates or above. Such anniversary date will be extended by the length of any leave of absence, since the nurse's last step placement, of more than 30 days.

L. Weekend differential:

1. Effective upon ratification of this Agreement, a regular nurse will be paid a weekend differential of \$10.00 per hour worked on a weekend shift which is part of a schedule under which the nurse has agreed to work at least 16 weekend shift hours every weekend and is doing so at the Medical Center's request defined as the request of or agreement of a unit supervisor or manager or because of a job posting.

2. An intermittently employed nurse will be paid a weekend differential of \$6.00 per hour worked on a weekend shift which exceeds two (2) weekend shifts worked in a schedule period, excluding weekend shifts worked as a result of trades. A nurse may waive this differential by requesting in writing, at least two (2) weeks before the posting of a schedule, to be scheduled at least 8 weekend shifts in that schedule.

3. A weekend shift is defined as a shift whose scheduled beginning time is within a 48-hour period commencing at 12:01 a.m. Saturday, or for night shift employees, the beginning of the night shift closest thereto.

4. For hours worked on a weekend shift when the nurse is not eligible for the weekend differential specified in either subsection 1 or 2 above and is not eligible for time and one-half or greater pay under any provision of this Agreement, the nurse will be paid a weekend differential of \$1.25 per hour worked.

5. No weekend differential will be paid for any unworked hours or for any hours to which the extra shift differential applies under Section M below.

M. Extra shift differential:

1. A regular nurse will be paid an extra shift differential of \$18.00 per hour (\$19.25 per hour on weekend shifts) for all hours worked per pay period in excess of the number of the nurse's regularly scheduled hours (including regularly scheduled weekend hours) for the pay period when such excess hours result from the nurse's working extra shift(s) of at least four (4) hours each in duration, at the request of the Medical Center. For the purposes of the preceding sentence, regularly scheduled hours actually worked, regularly scheduled hours not worked because of the application of Article 24, Low Census, and regularly scheduled hours not worked because the Medical

Center has required attendance at a specific education program, or any hours compensated by the Medical Center in connection with a family death, will be counted as regularly scheduled hours worked for the pay period. Hours worked in determining eligibility for this extra shift differential will not include hours worked as a result of trades or of being called in to work while on standby on-call. A nurse on pre-scheduled PTO who is called in to work a shift in lieu of their PTO at the request of the Medical Center will be paid the extra shift differential.

2. An intermittently employed nurse will be paid an extra shift differential, in the applicable amount specified in the preceding paragraph, for all hours worked in excess of 48 in the pay period when such excess hours result from the nurse's working extra shift(s) of at least four (4) hours each in duration, at the request of the Medical Center. For the purposes of the preceding sentence, hours actually worked, hours not worked because of the application of Article 24, Low Census, and hours not worked because the Medical Center has required attendance at a specific education program, will be counted in determining eligibility for this extra shift differential. Hours worked in determining eligibility for this extra shift differential will not include hours worked as a result of trades or of being called in to work while on standby on-call.

3. If, prior to the date of posting the schedule, a regular or intermittently employed nurse notifies the person responsible for staffing his or her patient care unit that the nurse will be available to work a particular shift(s) as an extra shift(s), the nurse(s) will be given preference for assignment to work the shift(s) if it is open, in the following order: (a) regular nurses, in order of their seniority, who agree to waive extra shift differential for the extra shift and who would not become eligible for payment of overtime rates in connection with working the extra shift; (b) intermittently employed nurses, in order of their seniority, if the nurse's total hours worked are expected to be 48 or fewer hours in the pay period; (c) regular nurses, in order of their seniority; and (d) intermittently employed nurses, in order of their seniority, if the nurse's total hours worked are expected to be in excess of 48 hours in the pay period.

4. If, once the schedule is posted, a regular or intermittently employed nurse notifies the person responsible for staffing his or her patient care unit that the nurse will be available to work a particular shift(s) as an extra shift(s), the nurse(s) will be given

preference for assignment to work the shift(s) if it is open, in the order in which the notifications are received. However, if two or more nurses give such notification on the same date and at least 36 hours before the shift's starting time, the nurse(s) will be given preference for assignment to work the shift(s) if it is open, in the following order: (a) regular nurses, in order of their seniority; and (b) intermittently employed nurses, in order of their seniority.

5. Subsections 3 and 4 above establish preferences when extra shift work is actually assigned in the circumstances described, it being understood that there is no guarantee that all nurse requests for extra shift work will be granted.

6. A nurse who is assigned to work a particular shift under subsections 3 or 4 above and who does not work the shift as assigned, will not be given preference for the next schedule period.

7. If a regular nurse's FTE status is reduced or a regular nurse changes to intermittently employed status, the extra shift differential will be payable to the nurse only for extra shifts worked after the completion of 13 full pay periods following the nurse's FTE reduction or change in status, provided, however, that this provision will not apply if a nurse reduces his/her FTE from 1.0 to .9 FTE by accepting a full-time 36-hour per week position.

8. A weekend shift has the same definition as under Section L above.

9. No extra shift differential will be paid for any unworked hours.

N. Preceptor differential: A nurse assigned as a preceptor will be paid a differential of \$2.00 per hour worked as a preceptor. - A preceptor is a nurse who is designated by his or her nurse manager to: assess the learning needs of (a) an inexperienced, re-entry, or new-to-specialty nurse or (b) a capstone, immersion, practicum or student of similar level; plan that person's learning program; provide direct guidance to that person's learning program or implement such program; provide direct guidance and supervision to that person during the program; and, in conjunction with the nurse manager and/or designee, evaluate that person's progress during the program.

APPENDIX B - STANDBY ON CALL

A. The following standby on-call policies shall apply to regular nurses:

1. Standard standby call pattern: A nurse who is scheduled to be on standby on-call shall be paid \$4.50 per hour on-call. If called in to work during an on-call shift, the nurse shall be assigned a minimum of three hours (3) of work, or pay in lieu of such hours not assigned by the Medical Center, at time-and-one-half the nurse's straight-time rate of pay as shown in Appendix A, including regularly scheduled shift, certification, clinical ladder, and AHN differentials. SANE nurses who are called in on an emergent basis shall receive call-back pay under this provision as if they were on a scheduled standby shift, including 12 hours of standby pay.

2. Open Heart First Scrub Registered Nurses: Nurses who first scrub on open heart cases who are scheduled to be on standby on-call shall be paid \$7.00 per hour on-call when accepting standby duty to perform as a first scrub. If called in to work during an on-call shift, the nurse shall be assigned a minimum of three (3) hours of work, or pay in lieu of such hours not assigned by the Medical Center, at time-and-one-half the nurse's straight-time rate of pay as shown in Appendix A.

B. Nursing units with mandatory scheduled standby will develop unit guidelines regarding the scheduling and assignment of standby time. The Medical Center will notify the Association before establishing a standby requirement in a unit where standby is not currently mandatory and will bargain upon request.

APPENDIX C -- CERTIFICATION AND CLINICAL LADDER

A. Certification Differential: A nurse who meets the requirements of this section shall receive a \$2.25 per hour certification differential.

1. The nurse must have a current nationally recognized certification on file with Human Resources for the area where the nurse works a significant number of hours. Initial eligibility for the certification differential will begin on the first full pay period following submission to Human Resources. Eligibility for the certification differential will cease beginning with the first full pay period following the expiration date of the certification, unless the nurse submits proof to Human Resources of certification renewal before that date. If the proof is submitted to Human Resources within sixty days after that date, the certification differential will be paid from the renewal date. If the proof is submitted Human Resources more than sixty days after the renewal date, the certification differential will be resumed beginning with the first full pay period following the submission.

2. A nurse will be deemed to have worked a significant number of hours in the area if at least one-half of the nurse's hours worked are in that area. The Medical Center may, in its discretion, determine that some lower proportion of hours worked in an area qualifies as a significant number of hours worked for the purposes of this section.

3. Only one certification and one certification differential will be recognized at a time for the purposes of this section.

4. On the recommendation of the PNCC or otherwise, the Medical Center may, in its discretion, specify areas and certifications; provided, however, there shall not be less than one certification recognized for each area covered by this Agreement, including but not limited to the following:

Area	Certification
Med/Surg	ANA Medical/Surgical Nursing
Day/Surg	ANA Child/Adolescent Nursing
Float	National Oncology Nurses Society Diabetes Nurse Educators' Association ANA Gerontology ANA Nurse Practitioner in Gerontology, Pediatrics, Adult Nursing or Family Nursing
Surgery	Association Operating Room Nurses
Critical Care	American Association Critical Care Nurses
IV Therapy	Intravenous Nurses Society
Emergency	Emergency Nurses Association
Family Maternity	ANA Maternal and Child Nurses Association of College of Obstetrics and Gynecology ANA High Risk Perinatal Nurse
Recovery	American Society of Post Anesthesia Nurses
Orthopedics	Orthopedic Nurse Certified
Neuroscience	Certified Neuro Registered Nurse
Rehabilitation	National Association of Rehabilitation Nurses
Kidney Dialysis Assoc.	American Nephrology Nurse

B. Clinical Ladder Program: The program existing on January 1, 2015, will continue in its entirety for the duration of this Agreement, except that (1) the compensation for Levels II, III, and IV are, respectively, \$1.60, \$2.90, and \$4.50 per hour, and (2) the program will be subject to termination or other modification only in accordance with Article 27- Duration and Termination of this Agreement.

C. Additional Education Leave: Nurses approved for, and participating at Level II, III, or IV of the Clinical Ladder Program, or who have been approved and receive payment for a Certification Differential, shall be eligible for 8 hours of paid education leave annually, in addition to those hours to which the nurse might otherwise be entitled pursuant to Article 20, Section E.1.

D. Educational Expense Reimbursement.

1. The Medical Center will reimburse nurses for the fee(s) (such as exam or application fees) associated with obtaining approved certifications (as described in this Appendix), once the nurse successfully obtains the certification(s) or recertification(s).

2. Nurses approved for, and participating at Level III, or IV of the Clinical Ladder Program, or who have been approved and receive payment for a Certification Differential ("Certified Nurses"), shall be eligible for the following amounts, in addition to the expense reimbursements they may otherwise qualify for pursuant to subsection D 1 above, to defray the cost of registration and attendance in connection with the additional paid educational leave set forth in section C above:

(a) Certified Nurses, and Level III: up to two hundred and fifty dollars (\$250.00)

(b) Level IV Nurses only: \$350

APPENDIX D – HEALTH, DENTAL, AND VISION INSURANCE

The Medical Center and the Association agree that the nurses will participate in the medical, prescription, dental, and vision plans, as offered to the majority of the Medical Center's employees, provided, however, that the Medical Center agrees that the plan will have the following provisions in 2015:

Benefits Eligibility: Any nurse who is regularly scheduled to work twenty or more hours per week, but less than thirty 30 hours per week or less than sixty (60) in a fourteen (14) day pay period (0.5 FTE to 0.74 FTE) will be considered part-time for the purposes of benefits.

Any nurse who is regularly scheduled to work at least thirty (30) hours per week or sixty (60) hours in a fourteen (14) day pay period (0.75 FTE or greater) will be considered full-time for the purpose of benefits.

A. Medical Benefit Design In-Network

[NOTE – all charts have been updated to accurately reflect the 2015 medical plans]

Plan Feature	Health Reimbursement Medical Plan	Health Savings Medical Plan
Annual deductible	\$1,150 per person \$2,300 max per family	\$1,500 employee only \$3,000 if covering dependents
Annual out-of-pocket maximum (does not include deductible)	\$2,150 per person \$4,300 per family	\$1,500 employee only \$3,000 if covering dependents
Preventive Care	No Charge	No Charge
Primary Care Provider visits (non-preventive)	PCP: \$20 copay Specialist: PH&S employed: 10% after deductible Other in-network: 20% after deductible	PCP: 10% after deductible Specialist: PH&S employed: 10% after deductible Other in-network: 20% after deductible
Lab and x-ray	20% after deductible	20% after deductible

Alternative care (chiropractic, acupuncture)	20% after deductible Combined 12 visit limit per calendar year	20% after deductible Combined 12 visit limit per calendar year
Naturopathy	Covered as Specialist	Covered as Specialist
Outpatient behavioral health care providers	No Charge	20% after deductible
Outpatient hospital/surgery facility fees (except hospice, rehab)	PH&S: 10% after deductible Other in-network: 25% after deductible	PH&S: 10% after deductible Other in-network: 25% after deductible
Inpatient hospital facility fees, including behavioral health	PH&S: 10% after deductible Other in-network: 25% after deductible	PH&S: 10% after deductible Other in-network: 25% after deductible
Hospital physician fees	PH&S: 10% after deductible Other in-network: 20% after deductible	PH&S: 10% after deductible Other in-network: 20% after deductible
Emergency room	\$250 copay (waived if admitted)	20% after deductible
Urgent Care professional fees	PH&S: 10% after deductible Other in-network: 20% after deductible	PH&S: 10% after deductible Other in-network: 20% after deductible
Maternity Preventive Care	No Charge	No Charge
Pre-natal, Delivery, and Post-natal Provider Care	No Charge	No Charge (Delivery/Post- Natal: Same as hospital stay)
Maternity Hospital Stay and Routine Nursery	PH&S: 10% after deductible Other in-network: 25% after deductible	PH&S: 10% after deductible Other in-network: 25% after deductible

B. Medical Premiums

The following are the premium contribution for the nurses for each pay period for a total of twenty four (24) pay periods for the year.

Level of Benefit	Health Reimbursement Medical Plan		Health Savings Medical Plan	
Full Time	2015	2016	2015	2016
Employee Only	\$11.50	5% of premium	\$0.00	\$0.00
Employee and child(ren)	\$22.50	8% of premium	\$21.00	15% of premium
Employee and Spouse/Partner	\$30.50	8% of premium	\$35.50	15% of premium
Employee and Family	\$42.00	8% of premium	\$57.00	15% of premium
Part Time	2015	2016	2015	2016
Employee Only	\$24.00	10% of premium	\$24.00	10% of premium
Employee and child(ren)	\$42.50	13% of premium	\$52.50	20% of premium
Employee and Spouse/Partner	\$55.00	13% of premium	\$71.50	20% of premium
Employee and Family	\$73.50	13% of premium	\$100.00	20% of premium

C. Prescription Drug Design In-Network

Plan Feature	Health Reimbursement Medical Plan	Health Savings Medical Plan
Providence Pharmacies (30-day supply)	<p>Preventive: No Charge</p> <p>Generic: \$10 copay per Rx</p> <p>Formulary brand: 20% of cost (maximum cost is \$150 per Rx) after-deductible.</p> <p>Non-Formulary brand: 40% of cost (maximum cost is \$150 per Rx) after deductible</p> <p>Specialty 20% after deductible</p>	<p>Preventive: No Charge</p> <p>Generic: 10% after deductible</p> <p>Formulary brand: 20% (maximum cost is \$150 per Rx) after deductible</p> <p>Non-formulary brand: 40% (maximum cost is \$150 per Rx) after deductible</p> <p>Specialty 20% after deductible</p>
Other Retail: (30 day supply)	<p>Preventive: No Charge</p> <p>Generic: \$10 copay per Rx</p> <p>Formulary brand: 30% of cost (maximum cost is \$150 per Rx) after-deductible.</p> <p>Non-Formulary brand: 50% of cost (maximum cost is \$150 per Rx) after deductible</p> <p>Specialty 20% after deductible</p>	<p>Preventive: No Charge</p> <p>Generic: 10% after deductible</p> <p>Formulary brand: 30% (maximum cost is \$150 per Rx) after deductible</p> <p>Non-formulary brand: 50% (maximum cost is \$150 per Rx) after deductible</p> <p>Specialty 20% after deductible</p>
Mail order (90 day supply)	Same as Providence and retail	Same as Providence and retail

D. Medical Savings Account

Nurses will have a choice of either a Health Reimbursement Account (HRA) or a Health Savings Account (HSA).

Plan Feature	Health Reimbursement Medical Plan	Health Savings Medical Plan
Contribution	\$700 Individual \$1,400 Family	\$700 Individual \$1,400 Family
Annual net deductible (deductible minus health incentive)	\$450 per person \$900 max per family	\$800 employee only \$1,600 if covering dependents
Annual out-of-pocket maximum (with deductible)	\$3,300 per person \$6,600 max per family	\$3,000 employee only \$6,000 if covering dependents

Any balance left in year in the Health Reimbursement Account (HRA) or the Health Savings Account (HSA) that is unused at the end of the plan year may be rolled over to the HRA or HSA account for the next plan year in accordance with the terms of the accounts. If the nurse has been employed for at least five years with the Medical Center, he or she may use the money in the HRA upon termination of employment for purposes permitted by the plan. Nurses on an unpaid leave may also use the balance in the HRA to pay for COBRA premiums.

E. Coordination of Benefits.

The plan provisions relating to the coordination of benefits will follow the provisions under the plan in 2013.

F. Dental

Plan Feature	Delta Dental PPO 1500		Delta Dental PPO 2000	
	PPO Dentist	Premier and Non-PPO Dentist	PPO Dentist	Premier and Non-PPO Dentist
Diagnostic and Preventative				
X-rays, Study Models Prophylaxis (cleaning), Periodontal Maintenance, Fissure Sealants, Topical Fluoride, Space Maintainers, Resin Restoration	No cost and no deductible.	20% of the cost and no deductible.	No cost and no deductible.	20% of the cost and no deductible.
Restorative				
Fillings, Stainless Steel Crowns, Oral Surgery (teeth removal) Denture Insertion Treatment of pathological conditions and traumatic mouth injuries	Deductible and 20% of the cost	Deductible and 30% of the cost	Deductible and 20% of the cost	Deductible and 30% of the Cost
General Anesthesia Intravenous Sedation	Deductible and 20% of the cost	Deductible and 30% of the cost	Deductible and 20% of the cost	Deductible and 30% of the Cost
Endodontics Pulpal and root canal treatment services: pulp exposure treatment, pulpotomy, apicoetomy	Deductible and 20% of the Cost	Deductible and 30% of the cost	Deductible and 20% of the cost	Deductible and 30% of the cost

Major				
Crowns, veneers or onlays, crown build ups, Post and core on endodontically treated teeth,	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost
Dentures, Fixed partial dentures, (fixed bridges) inlays when used as a retainer, (fixed bridge) removable partial dentures, adjustment or repair to prosthetic appliance, Surgical placement or removal of implants	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost
Annual Maximum that the plan pays	\$1,500 per person	\$1500 per person	\$2,000 per person	\$2000 per person
Annual Deductible Per person	\$50	\$50	\$50	\$50
Annual Deductible Family Maximum	\$150	\$150	\$150	\$150
Orthodontia	Not covered		50% after \$50 lifetime deductible \$2,000 lifetime maximum	

G. Dental Premiums

The following are the premium contribution for the nurses for each pay period for a total of twenty four (24) pay periods for the year.

Level of Benefit	Delta Dental PPO 1500		Delta Dental PPO 2000	
Full Time	2015	2016	2015	2016*
Employee Only	\$0.00	\$0.00	\$3.76	13% of premium
Employee and child(ren)	\$4.47	30% of premium	\$10.49	39% of premium
Employee and Spouse/Partner	\$7.45	30% of premium	\$14.98	39% of premium
Employee and Family	\$11.91	30% of premium	\$21.70	39% of premium
Part Time	2015	2016	2015	2016
Employee Only	\$4.96	20% of premium	\$8.72	31% of premium
Employee and child(ren)	\$10.92	40% of premium	\$16.94	48% of premium
Employee and Spouse/Partner	\$14.89	40% of premium	\$22.42	48% of premium
<u>Employee and Family</u>	\$20.84	40% of premium	\$30.63	48% of premium

*Employee is responsible for the budget/premium cost for the Delta Dental PPO 2000 plan that exceed the subsidy provided for the Delta Dental PPO 1500 plan.

H. Vision

Plan Feature	Vision Service Plan network providers
Eye Exam (every 12 months)	\$15.00 co-pay
Prescription Lenses (every 12 months)	
Single vision, lined bifocal and lined trifocal lenses	Covered in Full
Progressives, photochromic lenses, blended lenses, tints, ultraviolet coating, scratch-resistant coating and anti-reflective coating	Covered in Full
Polycarbonate lenses for dependent children	Covered in Full
Frame (every 24 Months)	\$120 and then 20% off any additional cost above \$120.
Contact Lens (every 12 months)	\$200 in lieu of prescription glasses

The \$200 allowance applies to the cost of your contacts and the contact lens exam (fitting and evaluation) provided the nurse does not purchase glasses.

I. Vision Premiums.

The following are the premium contribution for the nurses for each pay period for a total of twenty four (24) pay periods for the year.

Level of Benefit		
Full Time	Plan Year 2015	Plan Year 2016
Employee Only	\$3.11	50% of premium
Employee and child(ren)	\$5.60	50% of premium
Employee and Spouse/Partner	\$6.22	50% of premium
Employee and Family	\$9.33	50% of premium
Part Time	Plan Year 2015	Plan Year 2016
Employee Only	\$4.98	80% of premium
Employee and child(ren)	\$8.96	80% of premium
Employee and Spouse/Partner	\$9.96	80% of premium
Employee and Family	\$14.93	80% of premium

J. Working Spouse Surcharge

The nurses will participate in the working spouse surcharge on the same basis as the majority of the Medical Center's non-represented employees as follows:

If the nurse's spouse has access to a medical plan through his or her employer, but waives that coverage and instead enrolls in a Providence medical plan, a \$150 monthly surcharge will apply. The surcharge will be deducted on a pre-tax basis in \$75 increments twice a month. The surcharge will not apply if the nurse's spouse:

1. Does not have coverage through his or her employer
2. Is enrolled in his or her employer's plan and a Providence plan (as secondary coverage)
3. Is enrolled in Medicare, Medicaid, Tricare or Tribal health insurance (and is their only other coverage)
4. Is a Providence benefits-eligible employee
5. Has employer-provided medical coverage with an annual out-of-pocket maximum greater than \$6,250 for employee-only coverage and \$12,500 if covering dependents

**MEMORANDUM OF UNDERSTANDING - SCHEDULING PRACTICES IN THE
DEPARTMENTS OF SURGERY, EMERGENCY AND KIDNEY DIALYSIS**

It is understood by the parties that the Departments of Surgery and Emergency and the Kidney Dialysis Unit regularly schedule nurses to work different shifts. Such practices may continue and are accepted as an exception to the provisions of Articles 8 and 9, Section C.

MEMORANDUM OF UNDERSTANDING 0.5 FTE

A. The undersigned parties hereby agree that all nurses who were classified as of December 31, 1988, as part-time nurses because they were 0.5 FTEs, will continue to be treated as part-time nurses under this Agreement; except that such nurses will be classified in accordance with the Agreement's definitions from and after the occurrence of the earlier of 1 or 2 below:

1. The 0.5 FTE nurse notifies Providence Portland Medical Center's personnel office in writing that she or he desires to be an intermittently employed nurse as of the beginning of the next calendar month for which no medical and dental insurance premiums have been paid by Providence Portland Medical Center on the nurse's behalf; or

2. The 0.5 FTE nurse ceases to be continuously employed as a 0.5 FTE nurse.

PTO accrual, payment of accrued PTO upon transfer to intermittently employed status, and use of EIT will be in accordance with the terms of this Agreement.

MEMORANDUM OF UNDERSTANDING CHARGE NURSES

The Medical Center will not challenge the status of nurses holding positions currently called Assistant Head Nurses and/or Charge Nurses as bargaining unit nurses based on the National Labor Relations Board ruling of *Kentucky River*.

MEMORANDUM OF UNDERSTANDING CONTRACT TRAINING

Contract Training. Within 90 days of ratification, joint Association and Medical Center trainings will be conducted for interested nurses, regarding changes to this Agreement and areas where the parties agree there are many questions. The training will be jointly designed and provided by the Association and Medical Center Human Resources, and will be held a minimum of three times, in order to reach interested parties on different units and shifts. All nurses who attend the training will be paid for the time attending such training, and Assistant Head Nurses will be encouraged to attend.

MEMORANDUM OF UNDERSTANDING MEDICAL INSURANCE BENEFITS

The Medical Center and the Association acknowledge and agree:

1. The Medical Center adopted a new plan design for medical, dental and vision insurance benefits for 2013, as set forth in Article 15 and Appendix D of the parties' Collective Bargaining agreement.
2. For the term of the collective bargaining agreement, the Medical Center will not make any significant or material changes in the medical, dental and vision insurance plan design with regard to (a) amount of the in-network net deductible (defined as deductible minus monetary contributions from the Medical Center for either the HRA or the HSA); (b) the percentage of employee premium contribution; (c) annual out-of-pocket maximums for in-network expenses; (d) amount of spousal surcharge. The spousal surcharge will be the only such surcharge in the medical and dental insurance plan.
3. For the term of the collective bargaining agreement, the Medical Center will not charge or create any significant or material newly contemplated never before charged fee for the medical, dental and vision insurance plans.

MEMORANDUM OF UNDERSTANDING OPERATING ROOM PAID TIME OFF

SCHEDULING PROCESS

The Medical Center and the Association hereby agree that the nurses will follow the provisions of Article 5 of the collective bargaining agreement. The parties further, agree, that the following provisions are additional unit-specific processes for the registered nurses working in the Operating Room.

A. Definitions

1. "Prime time" in the Operating Room is defined as the months of June, July and August and December.

2.. There are two vacation scheduling block periods: (a) April 1 through September 30; and (b) October 1 through March 31.

B. PTO Determination

Based on current staffing in the Operating Room, at least six percent (6%) of PTO eligible RNs, consistent with core staffing requirements could be off work weekly for scheduled PTO purposes. The parties acknowledge that the number of regular nurses and staffing needs may change, in which case there will be discussion with the RNs in the unit to determine the percentage of RNs who may be off on scheduled PTO per week. The percentage will be converted into a number so that it can easily be determined how many nurses may be scheduled off with PTO. If the decimal place determining the number of nurses off is greater than .5, then the number of nurses will be rounded to the next highest number and conversely rounded to the lower number when there is a decimal place of .49 or less.

C. The PTO sign up process.

1. There will be two six (6) month PTO schedules posted per year. Prior to the scheduling process beginning a seniority list will be posted. The list will then be divided into thirds.

a. Tier one will consists of the one third of nurses with the most seniority.

b. Tier two will consist of the next one third of the nurses who are not

in the first category based on seniority.

c. Tier three will consist of all the nurses whose seniority is not enough to have them in the tier one or tier two groups.

2. In the first week of the PTO scheduling period, tier one nurses will sign up for PTO.

3. In the second week of the PTO scheduling period, tier two nurses will sign up for PTO.

4. In the third week of PTO scheduling period, tier three nurses will sign up for PTO.

D. Prime Time PTO request.

1. All nurses taking or making PTO requests during prime time will be limited to a maximum of two weeks.

2. A nurse must request the actual days that he or she wishes to be gone. The nurse should not just request the days that he or she projects he/she will need. (For example, the nurse wants the first week in March off on PTO. He or she should request the actual days March 3-9 not the days he or she believes they might be scheduled for.)

3. If a nurse wants to trade days off or days worked or arrange his or her schedule differently to extend his or her time off with normal days off, he or she may do so with the approval of management. Trades granted will not incur additional overtime and staffing levels must be maintained.

4. The PTO scheduling process is not to be used to request blocks of time off: it is not to be used to arrange one's schedule, i.e. putting in PTO for every Monday off all summer.

MEMORANDUM OF UNDERSTANDING EMERGENCY DEPARTMENT PAID TIME

OFF SCHEDULING PROCESS

The Medical Center and the Association hereby agree that the nurses will follow the provisions of Article 5 of the collective bargaining agreement. The parties further, agree, that the following provisions are additional unit-specific processes for the registered nurses working in the Emergency Department.

A. Definitions

1. "Prime time" in the Emergency Department is defined as the months of June, July and August and December.

2. There are two shifts for purposes of Paid Time Off (PTO) scheduling, based on the time the nurse's shift *begins*: A shift= 0700-1200 and B shift=1300-1900. Nurses with rotating start times for their shifts are included in the block where the majority of their hours have been worked in the preceding 6 months.

3. There are two vacation scheduling block periods: (a) May 1 through October 31; and (b) November 1 through April 30.

B. PTO Determination

In the Emergency Department, at least fifteen percent (15%) of benefitted nurses on day shift (0700 to 1200 start times) and ten percent (10%) of those benefitted nurses on evening and night shift (1300 to 1900 start times) can be scheduled for PTO. The parties acknowledge that the number of nurses as well as staffing needs may change, in which case there will be discussion with the RNs prior to the biannual PTO sign up in the unit to determine the number of RNs who may be off on scheduled PTO per week. The percentage will be converted into a number so that it can easily be determined how many nurses may be scheduled off with PTO. If the decimal place determining the number of nurses off is greater than .5, then the number of nurses will be rounded to the next highest number and conversely rounded to the lower number when there is a decimal place of .49 or less.

C. The PTO sign up process.

1. There will be two 6 month PTO schedules posted per year. Prior to the scheduling process beginning a seniority list will be posted. The list will then be divided into thirds.

(a) Tier one will consists of the one third of nurses with the most seniority.

(b) Tier two will consist of the next one third of the nurses who are not in the first category based on seniority.

(c) Tier three will consist of all the nurses whose seniority is not enough to have them in the tier one or tier two groups.

2. In the first week of the PTO scheduling period, tier one nurses will sign up for PTO.

3. In the second week of the PTO scheduling period, tier two nurses will sign up for PTO.

4. In the third week of PTO scheduling period, tier three nurses will sign up for PTO.

5. The fourth or last week of the PTO scheduling period, will be available to any nurse based on seniority to sign up for any additional PTO time that has not been taken.

D. Prime Time PTO request.

1. From and after the nurses' most recent date of employment until the nurse's fourth (4th) anniversary of continuous employment, the nurse may take 1 week of Prime Time in a calendar year.

2. From and after the nurse's fourth (4th) anniversary of continuous employment until the nurse's ninth (9th) anniversary of continuous employment, the nurse may take 2 weeks of Prime Time in a calendar year.

3. From and after the nurse's ninth (9th) anniversary of continuous employment until the nurse's twentieth (20th) anniversary of continuous of employment, the nurse may take 3 weeks of Prime Time in a calendar year.

4. Nurses with twenty years or more of employment can take up to 4 weeks of Prime Time in a calendar year.

E. Miscellaneous.

1. No nurse will be granted PTO above the nurse's Prime Time limitations unless there are additional PTO days available (as calculated by the Medical Center) during or after the fourth week of PTO scheduling. Requests during or after that third week of PTO scheduling will be granted based on seniority.

2. Prime time PTO, once granted, will count towards a nurse's yearly accrual. Nurses who choose to not take their granted Prime Time PTO may not reschedule this Prime Time later in the calendar year unless rescheduling was done to accommodate a request of the Medical Center.

3. A nurse must request the actual days that he or she wishes to be gone. The nurse should not just request the days that he/she projects he or she will need, as blocks can change over time. (For example, the nurse wants the first week in March off on PTO. He or she should request the actual days March 3-9 not the days he/she believes they might be scheduled for.)

4. If a nurse wants to trade days off or days worked or arrange his or her schedule differently to extend his or her time off with normal days off, he or she may do so with the approval of management. Trades granted will not incur additional overtime, roles must match and staffing levels must be maintained.

5. The PTO scheduling process is not to be used to request blocks of time off: it is not to be used to rearrange one's schedule, i.e. submitting PTO for every Monday off all summer.

6. PTO requests that are received outside of the bi-annual sign up periods that would take the requests above the percentage or number that can be scheduled will be responded to as soon as possible by the scheduler. The latest date of response will be the contractual posting date for the time period requested by the staff member.

LETTER OF AGREEMENT ON TASK FORCE FOR HEALTH INSURANCE

The parties acknowledge and agree that there is a shared interest in engaging employees in their own health and the impact of their health management on the insurance program offered by the Medical Center. Toward that end, the Medical Center agrees that it will include 2 nurses selected by the Association and one representative from the Association to review the medical insurance provided by the Medical Center. The Task Force will meet at least quarterly. The purpose of this committee is to review relevant data and provide input and recommendations to the Medical Center as to whether the insurance program is achieving the goal of improved wellness of employees and reduction in associated costs. The work of the Task Force could also include, e.g, an assessment of whether the anticipated cost increases were realized, whether there are plan design elements that might positively affect the cost of the most common diseases or reasons for utilization, etc.

The parties further agree that if there is a committee or task force established with employees at other Providence facilities in Oregon, the representatives on this Task Force will be included in that Task Force.

This Task Force will jointly make recommendations for plan design. The Task Force will not, however, have the authority to negotiate or to change the terms of the contract.

**LETTER OF AGREEMENT ON HIRING PREFERENCES - FOR OTHER
PROVIDENCE NURSES**

The parties recognize and agree that it is a unique experience to work in Oregon as a nurse in an acute-care facility that adheres to the mission and core values of Providence. In recognition of that unique experience tied to the mission and core values of Providence, the Medical Center agrees that nurses who are otherwise in good standing with a separate Providence employer in Oregon and who have been laid off from such employment within the prior six months and who apply for an open position will be hired over other external applicants, provided that the Medical Center determines in good faith that such nurse is qualified for the job.

For purposes of this Letter of Agreement, “good standing” includes: (1) the nurse has not received any corrective action within the previous two years; (2) the nurse has not received an overall score of “needs improvement” or lower at any time in the last two years; and (3) that the nurse has not engaged in any behaviors or misconduct that would have reasonably resulted in corrective action from the time of the announcement of the layoff until the time of the nurse’s application for employment.

In any case where there are more qualified applicant nurses from other Providence employers than there are open positions at the Medical Center, the Medical Center will select the nurse with the earliest Providence hire date, unless another nurse is substantially better qualified.

This agreement will only be honored for Providence nurses with a different Providence employer when a similar agreement with regards to hiring exists in the Association contract if any of that nurses former Providence employer.

LETTER OF AGREEMENT – HEALTH CARE UNIT RESTRUCTURING

The parties recognize that the Health Care Industry is now undergoing an unprecedented level of change, due in part to the passage and implementation of the Affordable Care Act. One possible effect of that change is that employers throughout the industry are considering how best to restructure their care delivery models to best provide affordable health care to their patients and communities. This may include the moving or consolidation of health care units from one employer to another, including to this Medical Center. In an effort to minimize disruption to the delivery of patient care and to ease the way of groups of new nurses who may be joining the Medical Center, the parties agree as follows:

- A. A health care unit restructure is defined as the moving or consolidation of an existing health care unit or units from another employer (either from another Providence employer or from outside Providence) to the Medical Center campus as defined in this Agreement.
- B. In the event of a health care unit restructure, the Medical Center will, if possible, give the Association 30 days' notice to allow adequate time to discuss concerns and transition plans and bargain over any items not addressed in this Letter of Agreement or in the parties' collective bargaining agreement. If the Medical Center cannot, in good faith, give 30 days notice, it will give the Association as much notice as is practicable.
- C. The Medical Center will determine the number of positions that the restructured health care unit or units will have.
- D. In the event of a health care unit restructure, the nurses joining the Medical Center from the other employer will have their seniority calculated in accordance with Article 22. To the extent that such nurses do not have a record of hours worked, the parties will meet to agree upon a system to calculate the nurses' seniority based on the other employer's existing seniority system (if any), an estimate of hours worked, or on the nurses' years worked for the other employer. The Association may revoke this Paragraph (D) regarding seniority if the other employer does not offer a similar agreement or policy with regard to health care unit restructuring with regard to giving

Medical Center nurses, hired by the other employer in the event of a health care unit restructure, reciprocal seniority.

E. If new positions result from the restructure, nurses from the unit or units affected by the restructure will be given the first opportunity to apply for those newly created positions. The job bidding and posting processes for such position will be worked out by the Association and the Medical Center, but will generally adhere to the seniority and job posting provisions of Article 22 – Seniority. Any positions not filled by nurses from within that unit will then be posted and offered to other Medical Center nurses consistent with Article 22.

F. If as a result of a health care unit restructure there are any position reductions or eliminations at the Medical Center, those will be handled according to Article 23 – Reduction in Force.

G. The newly restructured unit or units at the Medical Center will comply with all other provisions of the contract including Articles 8 and 9.

H. Nurses' wage rates will be set in accordance with the provisions of Appendix A, including the provisions regarding experience and placement on wage steps. If as a result a newly hired nurse would be paid a rate less than he/she was paid at the nurse's prior employer, the Medical Center will meet with ONA to discuss options, with consideration given to both the economic impact on the nurse and internal equity among the wage rates for existing nurses in the bargaining unit. All differentials will be paid to the nurse in accordance with Appendices A, B and C of the parties' collective bargaining agreement. If a nurse coming to the Medical Center from another employer is then currently on a similar clinical ladder program, the nurse may apply for placement on the closest corresponding step on the Medical Center's clinical ladder program, based on the Medical Center's clinical ladder application schedule.

I. This Agreement will only be binding for Providence nurses with a different Providence employer when a similar agreement with regard to health care unit restructuring exists between the Association and the other Providence employer.

**LETTER OF AGREEMENT ON THE ABILITY OF A NURSE TO VIEW HIS OR HER
FACTOR FOR PURPOSE OF IMPLEMENTING ARTICLE 24 FROM HOME**

So that nurses who are employed at the Medical Center can more easily monitor their factor and the “wants off list”, the Medical Center, will place the factor and the “wants off” sign up list and any updates to the factor and the “wants off” list on the Providence Employee internet page by June 30, 2013.

MEMORANDUM OF UNDERSTANDING - DEVELOPMENT OF PATTERN

SCHEDULING

A. At the written request of staff nurses on the unit or in a department, unit-based task forces shall be convened within one month of the request to address the creation of a pattern scheduling system for that unit or department. No such system will be implemented without approval by both the unit manager and the majority vote of the nurses on the unit. Any such system will adequately address, at a minimum:

a. Scheduling that is as predictable and regular as possible with regard to the days of the week to be scheduled and worked over the course of a pay period or a scheduling period as defined in Section A of Article 9.

b. Adhering to the weekend and holiday scheduling provisions of Article 9 unless the unit unanimously votes to suspend them. Such unanimity may be signified by a vote, signed letter or petition that is provided to both the unit manager and the Association.

c. A method to adapt any pattern schedule to meet changing patient and operational needs, including a method for the nurse manager to adjust the pattern to meet operational need on a case-by-case basis

d. A method for nurses to bid into the patterns that are created and posted based on the provisions of Article 22 – Seniority.

B. In order to facilitate the implementation of pattern schedules, a unit may choose to temporarily suspend the process on that unit by which intermittently employed nurses who average 24 or more hours of work per week in a 12 week period, as set forth in Article 2(A)(12), for a period of no more than six (6) months.

C. If necessary to implement a pattern schedule on a particular unit, the Medical Center may post positions whereby a nurse would work different shifts notwithstanding the provisions of Article 9, Section C.

D. For the duration of this Agreement, the development and implementation of pattern schedules will be a standing agenda item for the ONA-PPMC task force.

MEMORANDUM OF UNDERSTANDING – OPERATING ROOM AND CVL STANDBY
SCHEDULING

The parties acknowledge that it is important for nurses to have appropriate rest periods between callback and regular shifts. In order to better ensure appropriate rest periods, the parties will, through their existing unit-based task forces, work to develop thoughtful, appropriate guidelines for the working of call and the provision of appropriate rest periods. The task forces will review appropriate, applicable guidelines and evidence-based practices. Task force members will determine the timeline for completing this work, but as this is a high priority, no later than September 1, 2015, and this will be a standing agenda item for the ONA-PPMC task force.

MEMORANDUM OF UNDERSTANDING – 0.5% Bonus

In the first full pay period in July 2015, the Medical Center will pay each nurse employed as of that date a one-time lump sum equal to 0.5% of that nurse's gross wages from bargaining unit work performed for the Medical Center in the twenty-six (26) pay periods immediately preceding May 31, 2015, less legally required deductions.

LETTER OF AGREEMENT – FLOAT POOL NURSES

In recognition of the dedication, flexibility and increased skill sets required of the Medical Center's Nursing Float Pool, all nurses who are employed in the Float Pools as of the date of ratification will receive a one-time recognition bonus. For all qualifying full-time and part-time nurses, that bonus will be \$1,000.

MEMORANDUM OF UNDERSTANDING - LOW CENSUS FACTOR

The parties agree to convene a task force to explore whether the low census factor may be adjusted to allow for an equitable rotation of MDO through a unit or department within a pay period and to control an individual nurse's factor for continuous FMLA/OFLA and other approved leaves of absence.

**OREGON NURSES ASSOCIATION (ONA)
CONTRACT RECEIPT FORM**

(Please fill out neatly and completely.)

Return to Oregon Nurses Association,
18765 SW Boones Ferry Road Ste 200, Tualatin OR 97062-8498
or by Fax 503-293-0013.

Thank you.

Your Name: _____

*I certify that I have received a copy of the ONA Collective
Bargaining Agreement with Providence Portland Medical Center,
January 1, 2015 until December 31, 2017.*

Signature: _____

Today's Date: _____

Your Mailing Address _____

Home Phone: _____ Work Phone: _____

Email: _____

Unit: _____

Shift: _____