

AGREEMENT

BETWEEN

OREGON NURSES ASSOCIATION

AND

PROVIDENCE SEASIDE HOSPITAL

December 1, 2014 through November 30, 2016

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This Agreement made and entered into by and between PROVIDENCE SEASIDE HOSPITAL (the “Hospital”) and OREGON NURSES ASSOCIATION (the “Association”), as follows:

ARTICLE 1 - DEFINITIONS

1.1 Nurse: A registered professional nurse currently licensed to practice professional nursing in Oregon.

(a) Staff RN A nurse that works primarily in the acute care hospital, Home Health, Infusion Therapy, and any other non-clinic setting. A staff RN is competent to work independently in one of the Hospital’s nursing departments (Med/Surg, ICU, ED, Surgical Services, OB, IVT, or Home Health). All staff RNs assist with basic nursing skills when needed in other departments.

(b) Clinic RN. A nurse that works primarily in the clinic setting (excluding infusion).

1.2 Probationary nurse: A nurse who has not completed 180 days of employment. A nurse’s 180-day probationary period may be extended for up to two 30-day periods, with written notice of the extension that sets forth the reason for the extension. A probationary nurse’s employment may be terminated at any time and for any reason. Such termination will be without recourse to the grievance procedure.

1.3 Regular full-time nurse: A nurse who is regularly scheduled to work 72 or more hours in a 14-day period on a non-temporary basis.

1.4 Regular part-time nurse: A nurse who is regularly scheduled to work between 48 and 71 hours in a 14-day period on a non-temporary basis. A nurse who is regularly scheduled to work less than 48 hours in a 14-day period will receive the premium applicable to per diem nurses pursuant to Appendix A (G).

1.5 Per diem nurse: A nurse who is not regularly scheduled, but who works on an as-needed basis. To maintain per diem nurse status, an per diem nurse must be available to work (a) a minimum of 24 hours or three shifts per month, whichever is less, including at least one weekend shift per month; (b) at least two of the observed

holidays, which includes at least one Thanksgiving, Christmas or New Year's; and (c) at least two different shifts (days, evenings, or nights).

1.6 Temporary nurse: A nurse who is hired for a limited duration not to exceed three months or who is hired to fill positions because of a combination of leaves of absence, vacations, holidays, and sick leave for a period not to exceed six months.

1.7 Resource nurse: A nurse who may substitute for the Clinical Coordinator, if the Clinical Coordinator is not available for a shift and performs the non-supervisory duties of the Clinical Coordinator. A Resource Nurse must complete an orientation and competency checklist and be approved by the Clinical Coordinator and the Manager of the Clinical Coordinators.

1.8 Workweek: The workweek begins with Shift 1 on Sunday and ends with Shift 3 on Saturday. The pay period is two such weeks.

1.9 Charge Nurse – A staff nurse, selected by the Hospital, who assists and coordinates in clinical activities, in addition to being responsible for the direct or indirect total care of patient. To be a charge nurse, a nurse must have at least six months' experience in the Hospital and one year experience as a nurse.

1.10 Cross-trained Nurse- A staff RN that (i) has demonstrated competency to work independently in two or more of the Hospital's Nursing Departments (Med/Surg, ICU, ED, Surgical Services, OB, IVT, or Home Health) or as a Resource nurse (ii) works at least two shifts per month in each department as needed, and (iii) demonstrates reliability and flexibility in each department to meet staffing and census needs. Nurses will be selected for cross-training opportunities in accordance with the Hospital's Voluntary Cross-Training Plan.

ARTICLE 2 - RECOGNITION

2.1 The Hospital recognizes the Association as the collective bargaining representative with respect to rates of pay, hours of work, and other conditions of employment of a bargaining unit composed of all regular full-time and part-time registered nurses who perform patient-care duties (including RNs who do discharge

planning and swing bed coordinating) and all on-call registered nurses who perform patient-care duties who average four or more hours of work per week, employed by the Hospital (including the clinics in the North Coast Service Area), excluding all guards, and supervisors as defined by the Labor Management Relations Act.

ARTICLE 3 - EQUALITY OF EMPLOYMENT OPPORTUNITY

3.1 The Hospital and the Association will, in accordance with applicable federal, state, and local laws, not discriminate in employment matters against any nurse on account of race, color, religion, sex, national origin, age, marital status, sexual orientation, disability, veteran status or political affiliation. The Hospital and the Association will not discipline or otherwise penalize any nurse on account of membership in or lawful activity for or against the Association, provided that such activity does not interfere with the nurse's duties or the duties of other the Hospital nurses, unless the activity is expressly permitted by this Agreement.

3.2 If a nurse alleging discrimination begins litigation or an administrative proceeding with a government agency, such action will constitute a waiver of any claims under this Agreement regarding the alleged discrimination.

ARTICLE 4 - RIGHTS OF MANAGEMENT

4.1 The Hospital has the right to hire, lay off, demote, promote, transfer, terminate, and discipline nurses; require observance of the Hospital's rules, policies; and procedures, and maintain efficiency of nurses in all instances where it believes such action is necessary or desirable. The Hospital also has the right to manage all the Hospital facilities, assign and direct nurses, schedule nurses' work, and determine the activities, methods, processes, equipment, and means of providing all services. The above listing is illustrative only and does not exclude other functions not specifically set forth. The Hospital retains all rights not otherwise expressly and specifically limited by this Agreement.

ARTICLE 5 - ASSOCIATION BUSINESS

5.1 Within 30 days after the execution of this Agreement, and quarterly thereafter for the term of this Agreement, the Hospital will provide the Association with an electronic list of all bargaining unit nurses who are subject to the provisions of this

Agreement. The list will contain the employees' names, along with their job classifications, work locations, home addresses (as reported to the Hospital), dates of employment, and status (full-time, part-time, or on-call). Each month, the Hospital will forward to the Association the names, job classifications, work locations, home addresses, and dates of employment of all new employees covered by this Agreement and of all employees who terminated from the bargaining unit during the month. The Hospital will discuss with the Association during Task Force, upon request, any new non-bargaining unit positions for which an RN license is required or preferred.

5.2 The Hospital will provide the Association designated bulletin board space of approximately two (2) feet by three (3) feet on the nurse bulletin board located off the main hallway near the cafeteria, on a bulletin board to be designated in the medical-surgical nurses' report room and, providing space is available, in the following units: ECU, Home Health, surgical services, and the clinic. These areas will be the exclusive places for the posting of Association-related notices. These postings must be limited to contract administration and negotiation matters. In addition, the Association may post notices of date, time, and place of Association meetings, activities, and events. Copies must be submitted to the Hospital's Human Resources office at the time of the posting.

5.3 Duly authorized representatives of the Association shall be permitted to enter the facilities operated by the Hospital for purposes of transacting Association business. Transaction of any business must be conducted in an appropriate location subject to the Hospital's general rules that apply to nonemployees and must not interfere with the work of the employees. If an Association representative finds him/herself in an area where patient care is being discussed or patients' records are visible, he/she shall leave the area immediately. The Association agrees not to be in rooms where nurses are performing patient care duties. The Association will provide reasonable advance notice to the Human Resources Department of such a visit.

5.4 The Association may use Hospital meeting rooms for official Association meetings with bargaining unit nurses, subject to the Hospital's normal practice for scheduling and subject to availability.

ARTICLE 6 - ASSOCIATION MEMBERSHIP

6.1 The following provisions apply to any nurse hired before December 14, 2009 ("Effective Date"): Membership in the American Nurses Association through 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 6.2.1.2 or 6.2.1.3 below.

6.1.1 Transfers. Nurses who are members of the Association or have exercised one of the two options listed in 6.2.1.2 or 6.2.1.3 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 6.2.1.2 or 6.2.1.3 below.

6.1.2 Promotions within a facility. A nurse subject to paragraph 6.1 above as of December 14, 2009, who assumes a position at the Hospital 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 6.2.1.2 or 6.2.1.3 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 6.2.1 below.

6.2 The following provisions apply to any nurse hired after December 14, 2009:

6.2.1 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:

6.2.1.1 Become and remain a member in good standing of the Association and pay membership dues (Association member); or

6.2.1.2 Pay the Association a representation fee established by the Association in accordance with the law; or

6.2.1.3 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 Hospital. Such payments must be made to the charity within fifteen (15) calendar days of the time that dues would have been paid.

6.2.2 The Hospital 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 6.2.1 above. The nurse will be asked to sign upon receipt and return the signed form directly to the Association. The Hospital will work in good faith to develop a procedure to retain copies of such signed forms.

6.2.3 A nurse should notify the Association's Membership Coordinator, in writing, of a desire to change his or her status under the provisions of 6.2.1 above by mail, to the business address for the Association.

6.2.4 The Association will provide the Hospital 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 Hospital 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, Providence will terminate the nurse's employment no later than fourteen (14)

days after receiving the written request from the Association. The Hospital will have no obligation to pay severance or any other notice pay related to such termination of employment.

6.3 The following provisions apply to all nurses.

6.3.1 Dues Deduction. The Hospital shall deduct the amount of Association dues, as specified in writing by 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 Hospital. Changes in amounts to be deducted from a nurse's wages will be made on the basis of specific written confirmation by Association received not less than one month before the deduction. Deductions made in accordance with this section will be remitted by the Hospital to Association monthly, with a list showing the names and amounts regarding the nurses for whom the deductions have been made.

6.4 Association will indemnify and save the Hospital 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 Hospital in connection with this Article.

6.5 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.

6.6 During the first 30 days of a newly hired nurse's employment, the Hospital will provide up to 30 minutes for a bargaining unit RN designated by the Association to discuss contract administration and negotiation matters with the newly-hired RNs. Normally, this will occur during new employee orientation. The Hospital will notify the Association or designee of all newly hired bargaining unit nurses, the date and time for new employee orientation and make good faith effort to provide such notification two weeks in advance of the orientation. In addition, the Hospital will continue to announce new employee orientation dates, as part of its routine announcements of educational offerings. A newly-hired RN will be paid during the designated 30 minutes at orientation. If the nurse designated by the Association has been released from otherwise scheduled work, the nurse will be paid for the time, up to 30 minutes.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 The Hospital has the right to hire, promote, and transfer and to discipline, suspend, and discharge regular nurses for just cause. A regular nurse who thinks he or she has been suspended, disciplined, or discharged without just cause may present a grievance for consideration under the grievance procedure. A nurse may submit a written rebuttal or explanation, which will be included with any documentation of suspension, discipline or discharge.

7.2 Corrective Action and discipline will progress in the following steps: counseling (with or without a workplan); verbal warning; written warning and/or in rare circumstances final written warning; and termination of employment. Such performance or disciplinary discussions will be conducted privately. There may be circumstances when the Hospital may bypass one or more steps of corrective action or discipline, based on the circumstances of that particular case, consistent with principles of just cause.

7.3 Individual Work Plans. Work plans are not disciplinary actions. The goal of a workplan 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 Hospital will seek input from a nurse in the development of a plan, but the parties acknowledge that the Hospital has the right to determine when to implement a plan and to decide on the terms set forth in the development of a workplan. 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.

7.4 A nurse will not become a regular nurse until he or she has completed the probationary period as described in Article 1.2.

7.5 All nurses shall give the Hospital not less than 14 calendar days' written notice of intended resignation. If no such notice is given, the Hospital will deduct an equivalent number of PTO days from the nurse's PTO account that the nurse would have worked in the 14-day period, except in cases of bona fide emergency which

preclude the nurse from being able to give the required notice.

7.6 The Hospital will give nurses no less than two (2) weeks' notice of termination of employment. If less notice is given, then the Hospital 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, intoxication, drug abuse, or theft.

7.7 Upon termination of employment, an exit interview will be conducted with the nurse and Chief Nurse Executive or the Director of Human Resources.

7.8 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 and/or nursing supervisor. 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. This may include during periods of low census, with the approval of the nurse's manager and/or nursing supervisor.

ARTICLE 8 - HOURS OF WORK

8.1 The basic workweek schedule is up to 40 hours within seven consecutive days beginning with shift one on Sunday and ending with shift three on Saturday. Alternatively, the Hospital may schedule nurses for work periods of up to 80 hours within 14 consecutive days as specified in advance by the Hospital.

8.2 The basic workday will be eight (nine, ten or twelve) hours plus a half-hour lunch period on the nurse's own time unless (with respect to the lunch period) the nurse is specifically requested by the Hospital to remain at his or her duty station during the lunch period. A nurse will be deemed to have been requested to remain at his or her duty station if the nurse is the only nurse assigned to a nursing unit, unless the nurse is actually relieved of his or her duties for a lunch period. If a nurse believes that he or

she will be unable to take a lunch break, the nurse should call the Clinical Coordinator who will make reasonable efforts to have the nurse relieved, when possible.

8.3 The preferred approach to breaks and meal periods is that nurses will receive two 15-minute rest periods during each workday; however, nurses working on a 12-hour shift will receive an additional 15-minute rest period. Nurses may request, subject to management approval, the flexibility to combine rest and meal periods up to a combined 45 minute break (30+15) or two 15 minute breaks (15+15). Consistent with ORS 653.077, nursing mothers may take one thirty (30) minute unpaid rest period during each four (4) hour work period for the purpose of the expression of breast milk.

8.4 Overtime compensation will be paid to nurses, at one and one-half times the nurse's regular straight-time hourly rate of pay for all hours worked in excess of 40 hours in each basic workweek of 7 consecutive days. Unworked time, whether paid or not, will not be counted in computing overtime.

8.5 Overtime will not be worked unless required and authorized in advance by the Hospital, unless it is not reasonably feasible to obtain such approval, in which case the nurse will seek approval as soon as possible.

8.6 There will be no pyramiding of time-and-one-half and/or higher premiums. Any hour for which such a premium is payable under a provision of this Agreement will not be counted toward any other time-and-one-half or higher premium for that or any other hour. For purposes of this provision, nurses who receive a holiday premium may still receive an incentive shift in the same week (but not the same day).

8.7 If the Hospital does not make reasonable attempts to notify a nurse of shift cancellation at least two hours before the start of the nurse's schedule shift, the Hospital will provide one of the following:

(a) If there is an uncovered shift in another unit for which the nurse is qualified, the nurse may work the shift.

(b) The nurse may work as assigned by the Hospital (which may

include cross-training to a unit other than the nurse's normal assignment) for at least four hours and then be placed on standby.

To be entitled to work under any of the provisions of 8.8., a nurse must keep the Hospital informed of his or her current telephone number.

8.8 Nurses who come to work on an unscheduled shift in response to a request to work because of a mass casualty incident will receive two hours of work related to the mass casualty incident or, if a full two hours of such work are not assigned, the nurse will receive pay for two hours at his or her straight-time hourly rate. This section does not apply to call-ins while on standby. Nurse incentive pay under Appendix A is not applicable to hours under this section.

8.9 The Hospital shall determine and post monthly work schedules, including any open shifts, by the 15th of the month immediately preceding the month in which the schedule is effective. The hospital will make reasonable attempts not to schedule nurses to work more than three consecutive shifts in a row, however nurses may voluntarily work more than three consecutive shifts in a row. Regular full time and part time nurses will be scheduled prior to per diem nurses. Requests for days off are to be turned in to the Nurse Manager or designee by the first day of the month immediately preceding the month in which the schedule is effective. Once the schedule is posted, changes may be made only with mutual agreement of the affected nurse and the Hospital.

(a) Requests for days off after a schedule is posted must be arranged by the nurse in the form of a trade with, or substitution by, a nurse with substantial prior experience in the assignment. The trade or extra day's work must not place either employee in an overtime situation. The request for trade is to be submitted in writing to the Nurse Manager or designee as much in advance of the time for the trade or substitution as is possible. A trade or substitution is not effective unless approved by the Nurse Manager or designee and such approval will not be unreasonably denied.

(b) When a schedule change is initiated by the Hospital, the Hospital shall notify the nurse, as far in advance as practical. It is the nurse's

responsibility to notify the Hospital of his or her current address and telephone number; failure to do so exempts the Hospital from this notification requirement. The Association understands that the Hospital will not call a nurse in to work on a day off without good cause.

(c) A nurse will not be required to use PTO if (1) a nurse works in a unit that is normally scheduled only Monday through Friday; (2) the unit is closed for the holiday; and (3) the nurse is placed on standby by the Hospital for the holiday.

(d) Nurses are permitted to print out electronic schedules and can post paper schedules on the unit. In the event of a conflict between the printed schedule and the electronic schedule, the electronic schedule will control.

8.10 The Hospital will designate charge nurses, if any, for each shift on each day on the monthly schedule when it is posted.

8.11 Bargaining unit nurses will be given the exclusive opportunity to sign up for any open shifts, up to two (2) weeks before the start of the open shift, before the Hospital fills the shift in any other way. If there are any open shifts that have not been taken by bargaining unit nurses within a rolling two (2) week period of the start of the open shift, the Hospital may use its discretion to fill those shifts in any way, including but not limited to ShareCare, agency, or having supervisors or managers fill those shifts. However, bargaining unit nurses may, upon notification to the Hospital, bump any supervisor or manager out of such shift up to two (2) hours prior to the start of the shift.

8.12 Nurses who work on an observed holiday will be paid one and one-half times their straight-time rate. The observed holidays are New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day. Regular full-time and regular part-time nurses will be required to work observed holidays, as needed, and on-call nurses will be requested to work as specified in Article 1.6. The Hospital will attempt to rotate such assignments for regular and relief nurses in a given nursing unit. Each unit has its own guidelines that provide for the fair and just rotation of holiday work.

ARTICLE 9 - JOB VACANCIES

9.1 The Hospital will electronically post bargaining unit vacancies that it desires to fill on an electronic database/Taleo system, which will be accessible by all bargaining unit nurses. Nurses with at least six months of seniority may apply for the posted vacancies, except that nurses with less seniority may apply for posted vacancies in their assigned patient care unit. To be considered qualified for a vacancy, applicants must have the required licensure, skills, and job knowledge. The notice shall state the position, shift, and number of days per week of the available shift.

9.2 When two or more qualified nurses apply in writing for a bargaining unit vacancy, the applicant with the greatest seniority will be granted the position, provided that the applicants have relatively equal skills, job knowledge, and they have not been subject to more than two disciplinary actions in the past three months.

9.3 When a nurse transfers into a position in another unit, the nurse will keep his or her original date of hire for seniority and movement on the pay scale.

9.4 Managers will inform staff of vacancies, openings, and new positions at monthly staff meetings.

ARTICLE 10 - OTHER CONDITIONS

10.1 The Hospital will provide rest rooms, and designate adequate facilities for meal periods, rest breaks and breaks for the purpose of the expression of breast milk. Such facilities will be, to the extent practical, away from patients and visitors. Further, the Hospital will provide lockers (as space reasonably allows) and will not reduce the number of lockers currently available to nurses at the Hospital.

10.2 Time records, by time cards or other procedure that the Hospital chooses, are initially the responsibility of the nurse to prepare, review (and approve, if possible) and submit in a timely and accurate manner, in accordance with the announced procedure. The nurse's supervisor or other Hospital designee will review the submitted time records and make corrections as appropriate. Errors not discovered on initial review may be corrected on subsequent paychecks. The Hospital will give the nurse a copy of the time record containing any corrections or leave a copy in the place where

the nurse's time record is usually kept.

10.3 If a nurse believes that an error has been made in a paycheck, the nurse must bring the suspected error to the attention of the Hospital's payroll department as soon as possible. The payroll department shall investigate promptly, and any amount determined by the Hospital to be owed to the nurse will be paid as soon as practical. If the nurse has concerns about the timeliness of the payment, the nurse should discuss the issue with the Human Resources Director, who will assist in resolving the matter with the payroll department.

10.4 The Hospital shall provide a written evaluation of each nurse covered by this Agreement at least once per year for the purpose of encouraging professional development. The evaluation will be performed by the nurse's immediate supervisor.

10.5 The Hospital and the Association agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to a healthy work environment, a culture of safety and to the excellent provision of patient care. Behaviors that undermine such mutual respect, including abusive or "bullying" language or behavior, are unacceptable and will not be tolerated.

(a) Any nurse who believes they are subject to such behavior should raise their concerns with their supervisor as soon as possible. If the supervisor is unavailable, or if the nurse believes it would be inappropriate to contact that person, the nurse should raise their concerns with their supervisor's manager or with Human Resources.

(b) Any nurse who in good faith reports such behavior, or who cooperates in an investigation of such behavior, will not be subject to retaliation by the Hospital, the Association or by co-workers. Any nurse who believes they are being retaliated against for reporting such behaviors should raise their concerns with an appropriate manager, supervisor or human resources representative as soon as possible.

(c) The Hospital will promptly investigate any reports of such behavior and, based on such investigation and, applying appropriate discretion, take

appropriate action to prevent the reoccurrence of such behavior. Any Hospital employee who has been found to have engaged in such inappropriate behavior will be subject to disciplinary action, up to and including termination.

(d) The Hospital will communicate to the nurse who has reported such behavior the findings of the investigation when it is completed. The Hospital may choose to keep confidential, consistent with Hospital policy, the level of discipline given to an employee who has been found to have engaged in such behavior.

ARTICLE 11 - PROFESSIONAL NURSE-CARE COMMITTEE

11.1 A Professional Nurse-Care Committee will be established at the Hospital. The Hospital recognizes the responsibility of the Professional Nurse-Care Committee to objectively recommend measures to improve patient care, and it will duly consider the Committee's recommendations and report any action taken to the Committee.

11.2 The objectives of the Professional Nurse-Care Committee are:

- (a) To consider constructively the practices of nurses;
- (b) To work constructively for the improvement of patient care and nursing practice;
- (c) To recommend to the Hospital ways and means to improve patient care and assist in implementing any recommended changes;
- (d) To recommend in-service programs to the Hospital; and
- (e) To exclude from any discussion matters involving contract grievances or interpretation of this Agreement.

11.3 The Professional Nurse-Care Committee is to be composed of three (four, through December 31, 2013) registered nurses employed at the Hospital, covered by this Agreement, from different units of the Hospital, and selected by the registered nurse staff at the Hospital; and one Hospital nurse representative chosen by the Hospital.

11.4 The Professional Nurse-Care Committee will schedule regular meetings not to exceed one meeting per month. For the first six months following ratification of this agreement, each Committee member will be entitled to two (2) hours of paid time each month at his or her regular straight-time rate for the purpose of attending Committee meetings. If at the end of such six-month period, the Committee has submitted to the Hospital's Chief Nurse Executive for approval a clinical ladder program with three steps on each specialty ladder, Committee members will continue to receive two (2) hours of paid time for each meeting; otherwise, the paid time will be reduced to 90 paid minutes per monthly meeting.

11.5 The Professional Nurse-Care Committee shall prepare an agenda and keep minutes of all meetings, copies of which will be provided to the Chief Nurse Executive .

11.6 The Hospital may request special meetings with the Professional Nurse-Care Committee, but such meetings are not to take the place of the regularly scheduled meetings of the Committee. At the unanimous request of the Committee, a representative from the Association may be invited to attend a meeting provided that the Chief Nurse Executive (or designee) is also invited.

11.7 The Professional Nurse-Care Committee may request meetings with the Hospital to discuss nurse staffing problems if, in the Committee's opinion, (a) a critical staffing shortage affecting patient care exists or (b) constructive improvement relating to utilization of personnel should be considered, including the establishment of clinical classifications. Recommendations will be given due consideration by the Hospital but will not be binding on the Hospital unless mutually agreed.

11.8 Recommendations presented in writing by the Committee will be responded to in writing by the Chief Nurse Executive .

11.9 The parties acknowledge and agree that the Hospital may continue its current practice of including nurses on various ad hoc committees for the purpose of providing input on patient care matters.

ARTICLE 12 - COMPENSATION

12.1 Nurses will be compensated in accordance with the salary schedule attached to this Agreement as Appendix A, which will be considered part of this Agreement.

ARTICLE 13 - HEALTH AND WELFARE

13.1 The Hospital shall arrange to provide a tuberculin test, and a chest X-ray when indicated by the tuberculin test, at no cost to the nurse. This test will be done at the beginning of employment, when indicated by exposure, or annually. The Hospital will provide annual complete blood count (CBC), upon nurse's request, at no cost to the nurse.

13.2 Laboratory examinations, when indicated because of exposure to communicable diseases, will be provided by the Hospital without cost to the nurse.

13.3 Each actively working regular nurse will participate in the benefit program offered to a majority of The Hospital's other employees, in accordance with their terms and Appendix C. From the Providence benefits program, the nurse will select: (1) a medical coverage (Health Reimbursement Medical Plan or Health Savings Medical Plan) and (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 Hospital will offer all such benefits directly or through insurance carriers selected by The Hospital.

13.3 Coverage under the plans outlined in 13.3 above will not be affected by paid time off or low census time.

13.4 A part-time or on-call nurse who has been regularly scheduled to work or who works a minimum of 48 hours in each of two consecutive workweeks for not less than six consecutive months, even though classified for a position of less than 24 hours per week, may make a written request for reclassification to a position reflecting such

regular schedule. Under such circumstances, the nurse will be reclassified within two weeks of receipt of the request, unless the scheduling in excess of the nurse's existing classification is discontinued by the Hospital.

13.5 Nurses who transfer from other Providence employers within Oregon to benefit eligible positions at the Hospital will retain their current medical benefits, including any benefit selections for the year and any account balances.

ARTICLE 14 - RETIREMENT

14.1 Nurses will participate in the Hospital's retirement plans in accordance with their terms.

14.2 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.

14.3 The Hospital 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.

14.4 The Hospital may from time to time amend the terms of the plans described in this article; except (1) as limited by 14.3 above and (2) that coverage of nurses under 14.2 above shall correspond with the terms of coverage applicable to a majority of Hospital employees.

ARTICLE 15 - PAID TIME OFF/EXTENDED ILLNESS BANK

15.1 The Paid Time Off ("PTO")/Extended Illness Bank ("EIB") program is instead of separate programs for vacation, sick leave, personal-business leave, and holidays.

15.2 Accrual:

(a) Regular nurses will accrue PTO as follows:

Length of Employment	Accrual Rate	Annual Accrual	Maximum Accrual
0 – 4 years	.0924	24 days/192 hours	36 days/288 hours
5 – 9 years	.1116	29 days/232 hours	43.5 days/348 hours
10 + years	.1308	34 days/272 hours	51 days/408 hours

□ The annual accrual is an approximation of the PTO that would be accrued by a full-time nurse.

(b) Regular nurses will accrue EIB at the rate of .0270 hours per paid hour, not to exceed 56 hours per calendar year. Accrual will cease when a nurse has 1,040 hours of unused EIB accrual.

(c) The Hospital will honor the accrued PTO and EIB balances of nurses who transfer their employment to the Hospital from other Providence employers within Oregon.

15.3 Pay: PTO and EIB pay will be at the nurse's straight-time hourly rate of pay, including regularly scheduled shift differentials provided under Appendix A, at the time of use. PTO and EIB pay is paid on regular paydays after the PTO and/or EIB is used.

15.4 Length of employment in Section 15.2 above is based on the nurse's most recent date of continuous employment with the Hospital, in any capacity.

15.5 Scheduling of PTO: Except for unexpected illness or emergencies, PTO should be scheduled in advance. The following provisions will apply for the scheduling of PTO when there are multiple requests for the same time period (subject to the rotation of holidays set forth in Article 8):

(a) For requests submitted between January 1 and March 1 of each year for the twelve month period beginning June of each year, senior nurses will be given preference for scheduling PTO within their unit and shift. If two nurses

with the same seniority submit requests on the same day for the same period of vacation, the determination will be made by a flip of a coin. Confirmation of a nurse's scheduled use of PTO will be provided in writing by March 31 of each year.

(b) For requests submitted after March 1, the determination will be based on the date the request is submitted. Confirmation of the nurse's scheduled use of PTO will be provided in writing and within two weeks of the request, provided the request is submitted at least two (2) weeks before the relevant schedule is posted.

(c) Once PTO is approved, it may be changed only by mutual agreement, unless the nurse changes unit or shift after approval but before the PTO usage.

(d) Scheduling of vacation is best resolved by unit-based decisions. Each unit will follow its current practice regarding such interactive and collaborative processes that promote scheduling of vacations consistently, provided however, that the parties acknowledge that any such practice must be approved by the unit manager.

(e) Requests for specific PTO days shall not be unreasonably denied. If a PTO request has been denied, a written explanation will be provided to the nurse upon request.

(f) If a nurse requests specific days off in accordance with Section 8.9 of this Agreement, the Hospital will make good faith efforts to accommodate the nurse's request without requiring the nurse to use PTO, understanding that the Hospital may not be able to accommodate all such requests.

15.6 Use of EIB:

(a) Accrued EIB may first be used as described below only after completion of the employee's probationary period.

(b) EIB will be used for absences from work due to the following:

(1) When the employee is hospitalized, or has an invasive procedure in a hospital, provided the Human Resources Department is notified as soon as possible.

(2) In all other cases of the nurse's disability due to extended illness or injury, after a waiting period of missed work due to such condition which is equal to 24 consecutively scheduled work hours. The employee in such cases must submit a verification from a physician, describing the nature of the disability and the dates it prevented the employee from reporting to work. After meeting the criteria in this subparagraph, the nurse may utilize EIB while on a continuous FMLA leave.

(3) Subject to the eligibility provisions above, a nurse who suffers a non-work related injury or illness and who returns to work at less than his or her normal FTE may supplement the nurse's wages with EIB to 100 percent of his or her normal wages.

15.7 A nurse's accrued but unused PTO will be paid to the nurse upon termination of employment, except as set forth in Article 7.3.

ARTICLE 16 - LEAVES OF ABSENCE

16.1 Family and medical leave: Family and medical (including parental, pregnancy and disability) leaves of absence will be administered by the Hospital in accordance with applicable federal and Oregon law and Hospital policy. Such a leave of absence will be unpaid only after the nurse has exhausted all PTO and EIB, as applicable, that he or she is eligible to take. Nurses will be eligible for a leave based on nonoccupational illness or injury, including illness or injury resulting from a pregnancy, if the nurse is physically or mentally incapable of working. Regardless of eligibility for leave under federal or state law, 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. Time taken under any other medical leave will count toward the six-month maximum. Benefits continue as required under law, or as long as the nurse is using

PTO or EIT. Such leave will not be taken on an intermittent bases. Nurses are not guaranteed reinstatement while on such medical leave to the same position except as required by law.

16.2 Workers' compensation leave: A nurse who has incurred a compensable on-the job-injury will be granted a leave of absence in accordance with state law. EIT is available to supplement workers' compensation to reach a compensation level of approximately two-thirds (2/3) of the gross base wage.

16.3 Military leave: The Hospital will provide nurses with military leaves of absence in accordance with applicable law. Such a leave of absence will be unpaid, except that accrued PTO will be paid for the leave if requested by the nurse.

16.4 Personal leave: Nurses may request leaves of absence for personal purposes. The Hospital may grant a personal leave request to a nurse who has completed at least one year of employment if the absence of the nurse will not interfere with the business or operational needs of the Hospital and the Hospital considers the reason for the leave to be justified. Such a leave must be requested no less than two weeks in advance, except in emergencies, and may not exceed three months' duration.

16.5 Unpaid education leave: Nurses may request unpaid leaves of absence to attend professional activities such as, but not necessarily limited to, educational workshops, seminars, continuing education courses. Such requests will be given equitable consideration and may be granted at the sole discretion of management.

16.6 Bereavement leave: A regular full-time nurse who has a death in his or her immediate family will, upon request, be granted 24 consecutive scheduled hours off with pay within 14 days after the date of the death. Bereavement pay is calculated based on the nurse's straight-time rate of pay at the time of absence, including any applicable shift differential. Part-time nurses will qualify for funeral leave on a pro rata basis.

(a) For purposes of this section, "immediate family" means spouse, parent, mother-in-law, father-in-law, child (including a spouse's child or a foster

child then residing with the nurse), brother, sister, brother-in-law, sister-in-law, grandchild, grandparent, daughter-in-law, and son-in-law, or other person whose association with the nurse was, at the time of death, equivalent to any of these relationships. In-law status will be recognized only if the deceased was married at the time of death to the nurse's mother, father, brother, sister, daughter, or son.

16.7 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 calendar weeks per year. A nurse who is required to perform jury duty will be paid the nurse's regular straight-time pay for the scheduled workdays (s)he missed, provided that (s)he has made arrangements with the nurse's supervisor 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 (a) inform his or her supervisor as far in advance as possible so that coverage can be arranged; and (b) report for work if the nurse's jury service ends on any day in time to permit at least four hours' work in the balance of the nurse's normal workday.

16.8 Witness leave: Nurses who are requested by the Hospital or subpoenaed to appear as a witness in a court case, in which neither nurses nor the Association is making a claim against the Hospital, involving their duties at Hospital, 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 Hospital immediately upon receipt of the subpoena. 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.

16.9 Reinstatement:

(a) Any nurse on an approved leave of absence will be entitled to reinstatement in accordance with applicable state or federal law.

(b) A nurse returning from a leave of absence must advise the Hospital of the expected date of return at least two weeks before that date. A nurse who decides not to return to his or her former job classification must notify the Hospital, in writing, at least 30 days before the scheduled date of return.

(c) If a nurse wishes to retain insurance coverage while on an authorized federal family medical leave of absence, the Hospital will continue to pay its portion of the group health insurance benefits, if any, and the nurse must continue to pay his or her share. If a nurse wishes to retain insurance coverage while on other authorized leaves, the nurse must pay the required premiums necessary for continued Hospital medical-dental insurance coverage.

ARTICLE 17 - EDUCATION

17.1 If a nurse is required by the Hospital to attend in-service education functions at the Hospital, the nurse's hours of attendance will be treated as hours worked. All nurses shall be entitled to a minimum of eight hours in-service education annually. The Medical Center will continue to pay for the registration fees necessary to obtain ACLS, PALS, NRP, PMAB and BCLS, if such certification or education is required by the nurse's manager for the nurse's unit. For ACLS or BCLS certification or re-certification, the nurse must take a course offered at Providence facilities or through a Providence preferred educational provider to receive full payment for registration fees; if the nurse takes a course elsewhere, he or she is responsible for paying the amount that exceeds the fee charged at a Providence facility or through a Providence preferred educational provider. If a required certification course is not offered at the Hospital within three (3) months of the expiration of the nurse's certification, the Hospital will cover the nurse's mileage, up to 200 miles round trip.

17.1.1 For online classes, the Hospital will pay those expenses reasonably incurred and consistent with the Hospital policy for education and training programs that it requires (including certifications it requires). This provision applies to courses required to obtain or maintain core competencies and certifications, provided that the nurse takes reasonable steps to access such education and/or training at the least expensive alternative and that the education and/or training is successfully completed *before* the required

certification/competency lapses. Actual time spent by a nurse to complete any online training program (including ACLS, NRP, BLS, PALS and/or PMAB), will be treated as hours worked, if required by the Hospital for the unit on which the nurse works.

17.2 For an outside education function that the Hospital requires a nurse to attend, the Hospital will treat the hours of attendance as hours worked and will pay for required registration and materials. Attendance at a specific education function under this section is subject to prior approval by the Hospital.

17.3 Nurses who attend other than the Hospital-required education functions may apply for registration and materials fees and travel expenses. These applications should be sufficiently in advance of the function so that the Hospital can notify the nurse what payments, if any, will be approved.

17.4 After one full year of employment, each full-time nurse may take up to 16 hours, each part-time nurse may take a pro rata portion of 16 hours, and each per diem nurse may take up to 8 hours' paid educational leave each calendar year to attend other than the Hospital-required courses for bona fide nursing education of benefit to the nurse and the Hospital. The nurse will apply for educational leave sufficiently in advance of the leave time for the Hospital to make alternative scheduling arrangements. Unused educational leave may not be carried over from a calendar year.

17.5 The Professional Nurse-Care Committee in Article 11 will work with the Chief Nurse Executive, Patient Services, or designee, on the development of a plan to communicate educational offerings, development of education plans, and process for approval of education requests.

17.6 If requested in advance by the Hospital, a nurse who has attended an education function paid for in whole or part by the Hospital will make one or more presentations, as requested by the Hospital, for the purpose of sharing the contents of the educational program. The Hospital will also discuss in advance with the nurse what form the presentation will take.

17.7 Regular full-time and regular part-time nurses who have completed their probationary period may participate in the Hospital's tuition reimbursement program offered to a majority of the Hospital's employees who are not in a bargaining unit, in accordance with its terms. If a nurse voluntarily quits Hospital employment within one year of the date of tuition reimbursement, the nurse will refund to the Hospital the reimbursement amount. The Hospital may deduct all or part of the refund amount from the nurse's final paycheck.

17.8 Bargaining unit nurses who have received financial assistance from the Hospital for an education program, and who either do not complete the program or who voluntarily quit Hospital employment within two years of employment by the Hospital as a registered nurse, will refund to the Hospital the reimbursement amount, prorated based on actual months worked for the Hospital as a registered nurse as a proportion of 24 months. The Hospital may deduct all or part of the refund amount from the nurse's final paycheck.

17.9 Nothing precludes the Hospital from assigning any nurse to educational leave at the Hospital's expense.

17.10 The Hospital will make good-faith, reasonable efforts to schedule in-service education programs to accommodate and be sensitive to the needs of different shifts and departments.

17.11 Notice of in-service educational programs will be posted two weeks in advance in each nursing unit, when possible.

17.12 A nurse who is interested in floating or moving to another nursing unit in the Hospital may at any time tell his or her supervisor, manager or manager of the other nursing unit of that interest. The nurse and the manager may discuss the necessary qualifications for that position (including certifications, experience and/or education) and whether the nurse is then currently qualified for the position. If the nurse requires additional certifications, experience (including but not limited to on-the-job experience) or education in order to meet the qualifications necessary to float or move to that unit,

the nurse and a manager may then work together to develop a plan to help the nurse develop the necessary education or experience to become qualified.

ARTICLE 18 - SENIORITY

18.1 “Seniority” means the length of the nurse’s continuous employment by the Hospital from the first day of employment by the Hospital and shall be cumulative on a Hospital-wide basis.

18.2 A nurse will lose all seniority and re-employment rights for any of the following reasons:

- (a) Voluntary resignation unless re-employed within 12 months.
- (b) Discharge for just cause.
- (c) Absence for three consecutive working days without notifying the Hospital unless there is a valid reason. “Valid reason” is limited to a circumstance in which it is impossible for the nurse to notify the Hospital or to cause someone else to notify the Hospital on the nurse’s behalf.
- (d) Layoff for more than 12 months before completion of the probationary period.

ARTICLE 19 - LOW CENSUS

19.1 When the Hospital determines that a reduction in staff is necessary for a short period or an indeterminate period that is expected to be short (referred to in this Agreement as “low census days”), the sequence for staff reduction for nurses in the classification and shift involved will be as follows, provided that the remaining nurses in the classification and shift are qualified to perform the work to be done:

- (a) Nurse(s) on an incentive shift;
- (b) Volunteers;
- (c) Temporary nurses;
- (d) On-call nurses; and then
- (e) Remaining nurses in the classification and shift.

Without altering the provisions above, the Hospital will make good faith reasonable efforts to cancel agency nurses and traveling nurses, if such cancellation can be done without cost to the Hospital.

19.2 Within each of the above groups, if there are more nurses than low census time to be covered, the nurses with the least recent low census day (including by volunteering) in the same pay period will be given the low census day.

19.3 The Hospital may assign nurses on low census days to be on standby, and if called in to work the call back provisions in Appendix A (C) will apply.

19.4 When additional hours of work are needed in the same classification and shift as nurses who are on a low census day, the Hospital will first call qualified nurses in the classification who are on standby for the shift who were placed on standby as a result of low-census, before calling other nurses who are on standby.

19.5 Nurses who are placed on low census may either take the day without pay or may utilize accrued but unused PTO.

ARTICLE 20 - REDUCTION IN FORCE

20.1. 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.

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

20.3. If The Hospital determines that a reduction in force as defined in Section 20.1 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 Hospital will provide the Association with a list of open RN positions at The Hospital 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.

20.4. Upon notice to the Association, representatives of The Hospital and the Association will meet to discuss scope of the reduction and the likely impacted unit or units, shifts, and positions as well as options for voluntary lay-offs (including requests for voluntary layoff), 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 Hospital will consider the options suggested by the Association, but will not be required to implement the suggested options.

20.5. If after meeting with the Association, The Hospital 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 Hospital at the time of a reduction in force, The Hospital 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 Hospital 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 Hospital has an urgent need to fill the position for patient care reasons. The Hospital 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.

20.6. Upon notification to the impacted nurse or nurses on the unit or units The Hospital 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.

20.6.1 The nurse or the nurses with the least seniority as defined in Article 15 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:

20.6.2 Any initially displaced nurse may choose to fill a vacant position in the bargaining unit if he or she is qualified for that position.

20.6.3 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 Hospital'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.

20.6.4 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

20.6.5 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 Hospital within the two years immediately prior to the date The Hospital 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

26.6.6 The displaced nurse will be laid off.

20.7. In the event The Hospital 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 Hospital 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.

20.8. 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 Hospital with any changes in address, telephone number or other contact information. If the displaced nurse fails to provide The Hospital with such changes and The Hospital is unable to contact him or her with available contact information, he or she forfeits any recall rights.

20.9 Workforce reorganization. A workforce reorganization shall include staffing changes resulting from a merger or consolidation of two or more units, increases or

decreases in FTE status among bargaining unit members, and changes of positions within a seniority pool.

Prior to implementing a workforce reorganization, the Hospital will provide the Association a detailed tentative reorganization plan at least forty-five (45) days in advance of the scheduled implementation date. The Hospital shall, upon demand by the Association, bargain the impact of the workforce reorganization.

In the event a unit reorganization involves reductions in FTEs, the reduction in force procedures outlined in this Article 20 shall be followed.

ARTICLE 21 - GRIEVANCE PROCEDURE

21.1 A grievance is defined as any dispute over Hospital's interpretation and application of the provisions of this Agreement. Grievances that arise between Hospital and any nurse during the term of this Agreement shall be handled through this Article. Probationary nurses shall not have access to this grievance procedure for matters relating to discipline or termination.

21.2 Nurses are encouraged to discuss the subject matter of the grievance at any time before presenting a written description of the grievance, but this does not change the time limits for submitting the written description.

21.3 As used in this Article, the word "days" shall mean calendar days, excluding Saturday, Sunday, and observed holiday under the PTO Article.

21.4 Procedural Steps:

Step 1: The nurse shall present his/her grievance in writing to the nurse manager or appropriate representative of Hospital as soon as possible but no later than 16 (sixteen) days from the date of occurrence, or the date when the nurse should reasonably have known of the occurrence, of the alleged violation upon which the grievance is based. The grievance shall set forth the facts of the dispute, including the date of the alleged violation, the names of the employee(s) affected, the specific provisions of this Agreement in dispute, and the relief requested. Any nurse who is an officer of the bargaining unit may present a

group grievance where the occurrence actually involved at least four nurses. The nurse manager or appropriate representative of Hospital shall respond in writing within 14 days of receipt of the grievance.

Step 2: If the nurse is dissatisfied with the decision under Step 1, the nurse or the Association representative (on behalf of the nurse) may present the grievance in writing to the Chief Nurse Executive within twelve (12) days of receiving a response required by Step 1. The Chief Nurse Executive or other appropriate management representative shall meet with the grievant and a representative of the Association within seven (7) days and shall render a written response within seven (7) days of such meeting, if any, or within 14 days after receipt of the grievance, whichever is later.

Step 3: If the grievance is not resolved under Step 2, the nurse or the Association representative (on behalf of the nurse) may present the grievance to the Chief Executive within ten (10) days after receipt of the response. The Chief Executive or designee shall meet with the grievant and a representative of the Association within seven (7) days and shall render a written response within seven (7) days of such meeting, if any, or within 14 days after receipt of written appeal, whichever is later.

Step 4: If the Association Representative is not satisfied with the resolution at Step 3, it may submit the grievance to an arbitrator for determination. If it decides to do so, the Association must notify the Administrator, in writing, of such submission not later than ten (10) days after receipt of the decision at Step 3, or if no response is received, within twenty days after proper presentation of the grievance.

(a) If the parties are unable to mutually agree on an arbitrator at Step 4, the arbitrator shall be chosen from a list of five (5) names from the Federal Mediation and Conciliation Service. The parties shall alternately strike one 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.

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

(c) 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 provisions of this Agreement or to impose any obligation on the Association or Hospital not expressly agreed to in this Agreement.

(d) The fees and expenses of the arbitrator shall be shared equally by the Association and the Hospital, except that each party shall bear the expenses of its own representation and witnesses.

21.5 If a grievance is not submitted to Steps 2, 3, or 4, the grievance will be considered closed on the basis of the Hospital's last written response.

21.6 A grievance will be deemed untimely if the time limits set forth above for presenting a grievance to any step are not met, unless the parties agree in writing to extend those time limits.

ARTICLE 22 - NO STRIKE/NO LOCKOUT

In view of how important the Hospital's facilities are to the community, there shall be no lockouts by the Hospital and no strikes, sympathy strikes, picketing of the Hospital, or other actual or attempted interruptions of work by nurses or the Association during the term of this Agreement.

ARTICLE 23 - SEPARABILITY

In the event that any provision of this Agreement is at any time 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 will remain in full force and effect.

ARTICLE 24 - DURATION

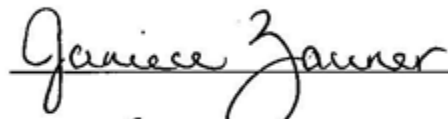
This Agreement will become effective upon ratification and will remain in full force and effect through November 30, 2016, and from year to year thereafter unless modified, amended, or terminated in accordance with the following provisions.

If either party hereto desires to amend or terminate this Agreement, it will give written notice to the other party not less than 90 days in advance of November 30, 2016, or any November 30 thereafter that this Agreement is in effect. The date of ratification in accordance with this Article for purposes of this Article is May 13, 2015.

Executed this 13th day of May 2015.

PROVIDENCE SEASIDE HOSPITAL



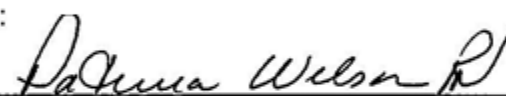


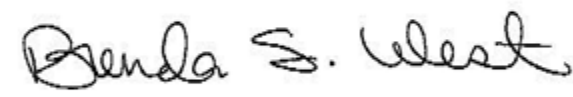


OREGON NURSES ASSOCIATION

By: 
_____ Shun Soller, RN

By: 
_____ Mary Romanaggi

By: 
_____ Patricia Wilson, RN

By: 
_____ Brenda West, RN

By: 
_____ Kaycee Berndt, RN

By: 
_____ Jaime Newman, Labor Relations Representative

APPENDIX A

A. If this agreement is ratified by May 20, 2015, The following regular hourly rates of pay for all full-time nurses employed under the terms of the Agreement in the classification listed will be effective the first full pay period that includes the date listed:

Staff RNs:

Effective upon the pay period including 12/1/2014: 3.00% across the board increase.

Effective upon the pay period including 12/1/2015: 2.00% across the board increase.

Staff RN		
	3.00%	2.00%
Step	12/1/2014	12/1/2015
1	34.10	34.79
2	34.96	35.66
3	35.82	36.54
4	36.72	37.45
5	38.36	39.12
6	39.33	40.11
7	40.30	41.11
8	41.31	42.14
9	41.86	42.70
10	42.26	43.11
11	43.08	43.95
12	43.84	44.71
14	44.71	45.61
16	46.47	47.40
18	47.47	48.42
20	48.44	49.41
25	49.65	50.64

Clinic RNs:

Effective upon the pay period including 12/1/2014: 3.0% across the board increase.

Effective upon the pay period including 12/1/2015: 2.0% across the board increase

Clinic Scale		
	3.00%	2.00%
Step	12/1/2014	12/1/2015
1	26.94	27.48
2	28.02	28.58
3	29.09	29.67
4	30.13	30.73
5	31.82	32.45
6	32.91	33.57
7	34.01	34.69
8	35.07	35.77
9	36.16	36.89
10	36.71	37.44
11	37.22	37.97
12	37.62	38.37
13	38.00	38.76
14	38.37	39.13
15	39.33	40.11

1. Staff RN, and Clinic RN Wages will move to the next step on the nurse's classification pay scale on his or her anniversary date. A nurse will move to the next step on the applicable pay scale on his or her anniversary date, provided that the nurse has at least the years of experience at the Hospital that correspond to such step. A newly hired nurse will be placed on the applicable range as set forth above.

2. Minimum Standards. The Hospital may in its discretion reward an individual nurse's performance over and above the prescribed pay rate provided for by this Agreement.

3. Anniversary Date. "Anniversary date" as used above is the first and subsequent anniversaries of the nurse's entry into a classification.

4. Effective Date. All pay changes set forth in this Appendix A will take effect the beginning of the pay period in which the date listed occurs provided, however, that the differentials will not be effective for any date listed before the pay period that includes the date of ratification.

B. Shift Differentials:

1. Effective on the first pay period following ratification of this Agreement, nurses in an hourly-paid classification pay scale who are scheduled for evening and night shifts will receive additional pay as follows:

Evening shift: \$2.00

Night Shift: \$5.35

2. A nurse will be deemed to be scheduled for a shift as follows:

Majority of Scheduled Hours are Between the Hours of:	Shift
7:00 a.m. and 3:00 p.m.	Day
3:00 p.m. and 11:30 p.m.	Evening
11:30 p.m. and 7:00 a.m.	Night

3. If a nurse's scheduled hours for a work period fit more than one shift definition under B(2) above, the nurse will be deemed to be scheduled for the shift with the higher shift differential.

C. Standby: Effective on the first pay period following ratification of this Agreement, a nurse will be paid at the rate of \$ 4.15 for hours assigned by the Hospital on standby. Any nurse on standby who is called in to work will be paid time and one-half the nurse's regular hourly rate for all call-in hours worked regardless of the number of hours worked during the nurse's regular shift. A nurse will be paid for a minimum of two hours under this section when called in, regardless of the number of hours worked.

D. Charge Nurse and Relief Charge. Charge Nurses shall be paid for hours worked in such position a differential of \$1.40 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. Relief Charge Nurses are those nurses who occasionally assume the duties of the Charge Nurse for a shift, at the request of the Hospital. Effective the first pay period that includes the date of ratification, a Relief Charge Nurse will be paid a differential of \$.30 per hour for hours worked in such assignment, and will be paid the differential exclusively for hours worked on such an assigned shift and the differential will not be included in any other form of compensation or benefits.

E. RN House Resource Differentials: An RN will be paid a differential of \$3.00 per hour for those hours that the nurse is assigned by the Hospital, in its determination, to work as the House Supervisor.

F. Nurse Incentive Pay:

1. Regular full-time and regular part-time nurses will be paid a differential of \$12.00-\$13.00 per hour on weekend shifts for all hours worked on incentive shifts designated by the Hospital, when those hours on a designated incentive shift exceed the number of the nurse's regularly scheduled hours per week. For purposes of calculating whether the nurse worked the number of the nurse's regularly scheduled hours, low census day hours in the week will be counted.

2. Regular full-time nurses who work incentive shift hours eligible for the above differential will also be paid at the rate of one and one-half times their normal straight-time rate of pay for such hours.

3. Regular full-time nurses may not work more than 24 incentive shift hours in a pay period.

4. Hours worked to complete duties of a previous non-incentive shift are not eligible for incentive pay.

5. Shifts or hours traded between nurses are not eligible for incentive pay.

G. On-Call Nurse Pay: On-call nurses and relief nurses who are not eligible for PTO/EIB and insurance benefits, will be paid a premium of 10 percent over their hourly rate of pay for all hours worked.

H. Weekend Differential: A nurse working on a weekend will be paid a differential of \$1.25 per hour.

I. Preceptor Differential: Effective with the first pay period following ratification of this Agreement, a nurse assigned as a preceptor will be paid a differential of \$ 1.50 per hour worked as a preceptor. A preceptor is a nurse who is designated by his/her nurse manager to assess the learning needs of a nurse for a specified period of time; plan the nurse's learning program; implement the program; provide direct guidance and supervision to the nurse during the program; and, in conjunction with the nurse manager and/or designee, evaluate the nurse's progress during the program. This differential will not be paid for any unworked hours or for any hours when the nurse is not working as a preceptor.

J. Low Census Option:

Effective January 1, 2008, the following provisions apply to the Low Census Option:

1. For every two hours worked for which incentive pay differential is paid, the eligible nurse will be credited with 1 'banked' hour for use when it becomes the nurse's turn for low census time. Effective October 1, 2009, for every 3 hours worked for which incentive pay differential is paid, the eligible nurse will be credited with 1 'banked' hour for use when it becomes the nurse's turn for low census time

2. Only incentive shift hours actually worked and eligible for the incentive pay differential are eligible for accruing 'banked' hours. Signing up for

incentive shifts is not enough for eligibility.

3. If the nurse has accrued these 'banked' hours and the rotation calls for the nurse to take a low census shift, she/he may choose to apply the banked hours to avoid taking the equivalent low census time, on an hour-for-hour basis. This is the only situation in which the banked hours can be accessed.

4. If using the banked hours to work during the low census time, the nurse will be assigned work such as performing chart audits, special projects, working in another department (for which she/he is qualified), cross training to another nursing department, or other assigned duties within her/his scope of practice and abilities. Such work will not be eligible for incentive pay, since it will be part of the nurse's normal work time.

5. If the nurse chooses not to use banked hours to work during the low census time, the banked hours will remain in the nurse's bank for future use and the low census provisions will apply.

6. A maximum number of 250 hours may be accrued in a nurse's 'bank' at any one time, and these hours may not be transferred to other individuals. The banked hours will not be paid out at the time of termination of employment. If a nurse has a bank of hours that exceeds the amounts listed in this paragraph on the respective date(s) for such caps, the nurse will retain the hours in the bank, but will accrue no further hours until the nurse's bank has dropped below the then-effective cap. No nurse will accrue more hours than the cap that is then in effect.

7. Accrued and used banked hours will be tracked through the payroll system, if coded appropriately by the staff and the manager/supervisor.

K. Certification differential

Effective on the later of the date specified in A. above or the initial date of the first full pay period beginning after ratification of this Agreement, a nurse who meets the requirements of this section shall receive a \$ 1.90 per hour certification differential.

1. The nurse must have a current nationally recognized certification on file with Hospital for the area where the nurse works a significant number of hours. 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 Hospital of certification renewal before that date. If the proof is submitted to Hospital after that 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. Hospital 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, Hospital 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 Orthopedic Nurse Certified National Association of Rehabilitation Nurses ANA Gerontology Care Management
Area	Certification
Surgical Services	Association Operating Room Nurses ANA Child/Adolescent Nursing American Society of Post Anesthesia Nurses Intravenous Nurses Society National Oncology Nurses Society ANA Gerontology Orthopedic Nurse Certified
Critical Care	American Association Critical Care Nurses- CCRN ANA Gerontology
Emergency	Emergency Nurses Association - CEN ANA Gerontology
OB	ANA Maternal and Child Nurses Association of College of Obstetrics and Gynecology ANA High Risk Perinatal Nurses Lactation Consultant Childbirth Education
Home Health	ANA Gerontology National Oncology Nurses Society ANA Child/Adolescent Nursing ANA Medical/Surgical Nursing Orthopedic Nurse Certified National Association of Rehabilitation Nurses Community/Public Health Nurse

Wound Care	Wound, Ostomy and Continence Nurse Certification Board (WOCNB) National Alliance of Wound Care and Ostomy (NAWCO) American Board of Wound Management (ABWM)
Infusion	Certified Registered Nurse of Infusion (CRNI) ONCC/ONS Chemotherapy Biotherapy Certification

APPENDIX B

A. Home Health Nurses.

Home health nurses ("HHN"s) are covered by the Agreement with the following additions:

1. Telephone. Each HHN shall record the actual time worked by telephone and the HHN will be paid each pay period at the HHN's regular straight-time rate for time spent on the telephone. This time is not subject to a two-hour minimum or any premium pay other than shift differential.

2. Travel Time. The HHN shall report travel time and will be paid each pay period at the HHN's regular straight-time rate of pay for actual time spent in travel. When travel time occurs in a call-out/on-call weekend, it will be counted as part of the two-hour minimum and paid at the rate of time and one-half rate. Travel time is to be included in calculating overtime after 40 hours in a workweek but not in calculating overtime over 8 hours in a day (if a nurse is on an 8/80 agreement).

B. Surgical Services Nurses.

Surgical Services nurses are covered by the Agreement with the following additions:

The Surgery department is staffed with eight, nine and ten hour nurses.

Standby will be shared equally by the OR nurses for OR. Standby will be shared equally by the PACU nurses for PACU. The nurses will not be required to be on-call for more than two standby shifts per week and every third weekend.

The Hospital will provide a pager to the nurse on standby and will expect nurses to arrive at the Hospital within thirty minutes, except as set forth below.

For VBACs and high risk OB patients, the Hospital may require a five-minute response time. When a five-minute response time is required and the nurse remains at the Hospital in order to meet the required response time, the nurse will be paid time and one-half times the nurse's regular rate of pay for hours spent in the Hospital waiting for a VBAC or high risk OB patient. Even if

the nurse is not otherwise assigned work, the nurse's time while she/he is required to remain in the Hospital will be paid such rate.

Nurses who work a call shift will be afforded an opportunity for adequate rest at a minimum of eight (8) hours before reporting to work for their next scheduled shift. In the event a nurse is not afforded adequate rest he/she may request not to work all or part of the next scheduled shift. The Hospital will give such request serious and reasonable consideration in an attempt to accommodate the nurse's wishes. If granted, the nurse may choose to use or not to use accrued PTO for the time off.

C. OB Nurses.

Nurses in the OB department are covered by the Agreement, with the following additions:

1. The staffing pattern in the OB department will include at least one OB nurse 24 hours each day.

2. The OB Nurse scheduled pursuant to paragraph 1 will not be placed on low census.

3. OB Nurses will float to other areas of the Hospital when there are no OB patients in the Hospital, provided, however, that the OB nurse will not be assigned a specific patient load in another unit.

APPENDIX C -- HEALTH INSURANCE

The Hospital and the Association agree that the nurses will participate in the medical, prescription, dental, and vision plans, as offered to the majority of The Hospital's employees, provided, however, that The Hospital 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.

- Medical Benefit Design In-Network

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)	Preventive: No Charge Generic: \$10 copay per Rx Formulary brand: 20% of cost (maximum cost is \$150 per	Preventive: No Charge Generic: 10% after deductible Formulary brand: 20%

	Rx) after-deductible. Non-Formulary brand: 40% of cost (maximum cost is \$150 per Rx) after deductible Specialty 20% after deductible	(maximum cost is \$150 per Rx) after deductible Non-formulary brand: 40% (maximum cost is \$150 per Rx) after deductible Specialty 20% after deductible
Other Retail: (30 day supply)	Preventive: No Charge Generic: \$10 copay per Rx Formulary brand: 30% of cost (maximum cost is \$150 per Rx) after-deductible. Non-Formulary brand: 50% of cost (maximum cost is \$150 per Rx) after deductible Specialty 20% after deductible	Preventive: No Charge Generic: 10% after deductible Formulary brand: 30% (maximum cost is \$150 per Rx) after deductible Non-formulary brand: 50% (maximum cost is \$150 per Rx) after deductible Specialty 20% after deductible
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	\$450 per person	\$800 employee only

(deductible minus health incentive)	\$900 max per family	\$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, apicoectomy	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	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost

retainer, (fixed bridge) removable partial dentures, adjustment or repair to prosthetic appliance, Surgical placement or removal of implants				
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
Employee and Family	\$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

HEALTH INCENTIVE PRE-REQUISITE FOR MEDICAL SAVINGS ACCOUNT

For the 2013 plan year, registered nurses who enroll in benefits and desire to earn either the Health Reimbursement Plan (HRA) or the Health Savings Plan (HSA) incentive as described in Appendix D will complete a biometric screen that assesses the following health indicators: blood pressure, cholesterol (fasting or non-fasting), body mass index, and glucose unless the enrolling nurse completed the screen in 2012. The results of an individuals' biometric screen is confidential personal health information and that, as such, the Hospital will comply with all applicable policies and with the laws protecting confidential personal health information, including HIPAA.

For the 2013 plan year the registered nurses who enroll in benefits and desire to earn either the HRA or the HSA incentive as described in Appendix C will designate a primary care provider for themselves and/or their spouse or partner.

Should The Hospital seek to change the required pre-requisite for earning the incentive for future plan years, it will seek the agreement of the Association prior to implementing a new HRA or HSA screening or requirement in the Health Insurance Task Force.

MEMORANDUM OF UNDERSTANDING – OB NURSE STAFFING

OB Nurse staffing may be reviewed by the Staffing Committee. If the Staffing Committee agrees to a staffing plan for OB nurses that differs from Appendix B, Section C, the parties will agree to follow that staffing plan in place of Appendix B, Section C.

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 Hospital. Toward that end, the Hospital 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 Hospital. 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 Hospital 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 the Medical Center creates a regional committee or task force (that is created to include employees at multiple Providence facilities in Oregon), the representatives on the Medical Center's Task Force will be included in that regional 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.

MEMORANDUM OF UNDERSTANDING – MEDICAL INSURANCE BENEFITS

Providence Seaside Hospital (“The Hospital”) and Oregon Nurses Association (“the Association”) acknowledge and agree:

1. The Hospital adopted a new plan design for medical, dental and vision insurance benefits for 2013, as set forth in Article 8 and Appendix C of the parties Collective Bargaining agreement. That plan includes the option to select either a Health Reimbursement Account (“HRA”) or a Health Savings Account (“HSA”).
2. For the term of the collective bargaining agreement, The Hospital 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 Hospital 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 Hospital will not charge or create any significant or material newly contemplated never before charged fee for the medical, dental and vision insurance plans.
4. Should the Hospital seek to change the required prerequisite for earning the incentive for future plan years, it will seek the agreement of the Association prior to implementing a new HRA or HAS screening or requirement in the Health Insurance Task Force.

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 Hospital 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 Hospital 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.

*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 The Hospital. 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 Hospital, 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 Hospital as defined in this Agreement.

B. In the event of a health care unit restructure, The Hospital 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 Hospital cannot, in good faith, give 30 days notice, it will give the Association as much notice as is practicable.

C. The Hospital 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 Hospital from the other employer will have their seniority calculated in accordance with Article 18. 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

The Hospital 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 Hospital, but will generally adhere to the seniority and job posting provisions of Article 18 – Seniority. Any positions not filled by nurses from within that unit will then be posted and offered to other The Hospital nurses consistent with Article 18.

F. If as a result of a health care unit restructure there are any position reductions or eliminations at The Hospital, those will be handled according to Article 20 – Reduction in Force.

G. The newly restructured unit or units at The Hospital will comply with all other provisions of the contract including Article 8.

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 Hospital 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 Appendix A of the parties' collective bargaining agreement. If a nurse coming to the Hospital 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 Hospital's clinical ladder program (if one then exists), based on The Hospital'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.

MEMORANDUM OF UNDERSTANDING- LOW CENSUS

The Low Census order may be reviewed by the ONA-Hospital Task Force. If the Task Force agrees to a low census sequence that differs from Section 19.1, the parties will agree to follow that low census sequence in place of the in section 19.1.

LETTER OF AGREEMENT - HOME HEALTH NURSES

Providence Seaside Hospital and Oregon Nurses Association have a shared goal of safe and adequate staffing for Home Health nurses and wish to avoid circumstances that require the utilization of mandatory overtime or mandatory work beyond their scheduled hours.

Home Health nurses will not be pre-scheduled to have any mandatory daily work beyond their regularly scheduled hours.

The Home Health manager will monitor the Home Health nurses' daily schedules, and when the potential for work beyond their regularly scheduled hours exists, the manager will make efforts to ensure that work beyond their regularly scheduled hours is not needed. Such efforts may include: (1) checking to see if another Home Health nurse would voluntarily take some of the patient assignment, and (2) cancelling and rescheduling any non-urgent visits. If visits cannot be cancelled and rescheduled, the manager may seek relief coverage through per diem nurses, nurses who are cross-trained to Home Health, sharecare, or by having the manager assume the patient care duties. If such relief coverage is not available, the manager will clearly communicate to the Home Health nurses when working beyond their regular schedule is mandatory, and such hours worked will be tracked daily.

When work beyond the nurses' regularly scheduled hours becomes necessary, and the manager would have had no reasonable expectation to foresee the possibility for such excess hours, the Home Health nurses will call the manager to alert him or her of potential overtime and request relief.

All hours of mandatory work beyond the Home Health nurses' regularly schedule hours will be tracked daily and reviewed monthly at Task Force, along with the Home Health nurses' scheduling guidelines (aka staffing plan) with a goal of monitoring the staffing to ensure that staffing is adequate to meet patient census and needs and avoids mandatory daily overtime.

CONTRACT RECEIPT FORM

(Please fill out neatly and completely.)

Return to Oregon Nurses Association,
18765 SW Boones Ferry Road Suite 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 Oregon Nurses
Association Collective Bargaining Agreement with Providence
Seaside Hospital for December 1, 2014 through
November 30, 2016.*

Signature: _____

Today's Date: _____

Your Mailing Address: _____

Home Phone: _____ Work Phone: _____

Email: _____

Unit: _____

Shift: _____