

AGREEMENT

BETWEEN

OREGON NURSES ASSOCIATION

AND

PROVIDENCE WILLAMETTE FALLS MEDICAL CENTER

March 4, 2015 through December 31, 2016

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE 1 - PREAMBLE	1
ARTICLE 2 - RECOGNITION.....	1
ARTICLE 3 - DEFINITIONS OF TERMS.....	1
3.1 Nurse, RN and Registered Nurse	1
3.2 Full-Time Registered Nurse	2
3.3 Part-Time Nurse.....	2
3.4 Introductory Nurse	2
3.5 Charge Nurse.....	2
ARTICLE 4 - ASSOCIATION MEMBERSHIP & ASSISTANCE	2
4.1 Professional Responsibility	2
4.2 Membership or Fair Share	3
4.3 Administration of Dues Obligation.....	3
4.4 Refusal to Pay Dues	3
4.5 Religious Convictions.....	3
4.6 Information to Nurses.....	4
4.7 Dues Deductions.....	4
4.8 Information to the Association.....	4
4.9 Indemnification.....	5
4.10 Association Assistance	5
4.11 New Hire Orientation.....	5
4.12 Attendance of Bargaining Team at Negotiations.....	5
ARTICLE 5 - EQUALITY OF EMPLOYMENT OPPORTUNITY	6
ARTICLE 6 - GRIEVANCE PROCEDURE	6
6.1 Grievance and Steps Defined	6
6.2 Arbitrator Selection	7
6.3 Limitation on Arbitrator.....	8
6.4 Arbitration Costs	8
6.5 Enforcement of Time Limits	8
6.6 Termination During Introductory Period	8
ARTICLE 7 - UNINTERRUPTED PATIENT CARE	8

7.1	No Work Stoppage.....	8
7.2	Dismissal or Discipline for Work Stoppage Violation.....	9
7.3	No Lockout.....	9
ARTICLE 8 - MANAGEMENT RIGHTS.....		9
ARTICLE 9 - SUCCESSORS.....		10
ARTICLE 10 - ACCESS TO MEDICAL CENTER PROPERTY AND EMPLOYEES		10
10.1	Association Access	10
10.2	Use of Bulletin Board	10
10.3	Association Meeting Space.....	10
ARTICLE 11 - WAGES AND OTHER ECONOMIC ITEMS		11
11.1	Wages.....	11
11.2	Shift and Certification Premiums.....	11
11.3	Standby Call Rates	11
11.4	Call-In Rates and Minimum Hours	11
11.5	Monday Scheduling	12
11.6	Second Call for OR	12
11.7	Reporting Pay	12
11.8	No Pyramiding of Premiums	13
11.9	Charge Nurse Differential -	13
11.10	Preceptor Differential.....	13
11.11	Payroll	14
ARTICLE - 12 – BASIC MEDICAL/DENTAL COVERAGE		14
ARTICLE 13 - RETIREMENT.....		14
ARTICLE 14 - HOURS OF WORK AND OVERTIME.....		15
14.1	Standard Workday and Meal Period	15
14.2	Standard Workweek.....	15
14.3	Limitation.....	15
14.4	Overtime	16
14.5	Pay For Holidays Worked	16
14.6	Double Shift Pay Rate.....	16
14.7	Rest Periods	16
14.8	12-hour Shifts.....	17
14.9	Schedules	18

14.10	Call Schedules	19
14.11	Extra Work Procedures	19
14.12	Notification of Unscheduled Absence	22
14.13	Maximum Schedule for 12-Hour Shifts	22
ARTICLE 15 - EDUCATIONAL LEAVE		23
15.1	Annual Educational Hours.....	23
15.2	Authorization of Educational Leave.....	23
15.3	Inservice Education.....	23
15.4	24
ARTICLE 16 - PROFESSIONAL NURSING CARE COMMITTEE.....		24
ARTICLE 17 - TASK FORCE		25
ARTICLE 18 - JURY DUTY AND WITNESS PAY		26
ARTICLE 19 - SENIORITY.....		27
19.1	Definition	27
19.2	Seniority Lists.....	27
19.3	Vacancies	27
19.5	Shift Cancellations	29
19.6	Assignment in Lieu of Shift Cancellation	29
19.7	Temporary Work While on Layoff -	30
19.8	Insurance While On Layoff.....	31
19.9	Effect of Long Term Layoff.....	31
ARTICLE 20 - REDUCTION IN FORCE.....		31
ARTICLE 21A - PAID LEAVE.....		35
21.1	Paid Leave	35
21.2	Paid Time Off (PTO) Accrual	35
21.3	PTO Scheduling.....	36
21.4	PTO Request Procedure.....	36
21.5	PTO Priority Requests	37
21.6	Holidays	38
21.7	Conditions For Paid Time.....	38
21.8	Taking Unpaid Time Off	39
21.9	Finding Replacements	39
21.10	PTO Accrual and Shift Cancellation	39

21.11	Computation of PTO Pay -	39
21.12	PTO Benefit Year	40
21.13	Extended Illness Bank (EIB) Defined	40
21.14	EIB Accrual.....	40
21.15	EIB Use	40
21.16	Other Leaves.....	41
21.17	Cashout of PTO on Termination.....	41
21.18	Workers' Compensation	41
21.19	Effect of PTO/EIB Payment.....	41
ARTICLE 21B - PAID LEAVE.....		41
21.1	Paid Time Off -	42
21.2	Paid Time Off (PTO) Accrual	42
21.3	PTO Scheduling.....	43
21.4	PTO Request Procedure.....	44
21.5	PTO Priority Requests	44
21.6	Holidays	45
21.7	Conditions For Paid Time.....	46
21.8	Taking Unpaid Time Off	46
21.9	Finding Replacements	46
21.10	Computation of PTO Pay.....	46
21.11	PTO Benefit Year	47
21.12	Other Leaves.....	47
21.13	Extended Illness Bank (EIB) Defined	47
21.14	EIB Accrual.....	47
21.15	EIB Use	48
ARTICLE 22 - LEAVES OF ABSENCE		48
ARTICLE 23 - BEREAVEMENT LEAVE		48
ARTICLE 24 – EMPLOYMENT STATUS.....		48
ARTICLE 25 - CHANGES DURING TERM OF AGREEMENT		50
ARTICLE 26 - MODIFICATION.....		50
ARTICLE 27 - SAVINGS CLAUSE.....		50
ARTICLE 28 - DURATION AND TERMINATION		50
APPENDIX A.....		52

APPENDIX B.....	61
APPENDIX C -- HEALTH INSURANCE	65
MEMORANDUM OF UNDERSTANDING	75
LETTER OF AGREEMENT ON TASK FORCE FOR HEALTH INSURANCE	76
MEMORANDUM OF AGREEMENT - REGARDING CHARGE NURSES.....	77
LETTER OF AGREEMENT ON OPENING OF THE CHILD AND ADOLESCENT BEHAVIORAL HEALTH DEPARTMENT AT PROVIDENCE WILLAMETTE FALLS MEDICAL CENTER	78
LETTER OF AGREEMENT ON HIRING PREFERENCES FOR OTHER PROVIDENCE NURSES	80
LETTER OF AGREEMENT – HEALTH CARE UNIT RESTRUCTURING.....	81
MEMORANDUM OF UNDERSTANDING – CROSS-TRAINING PILOT PROGRAM ...	84
MEMORANDUM OF UNDERSTANDING - STAFFING	86
MEMORANDUM OF UNDERSTANDING – 0.5% BONUS	87

AGREEMENT

THIS AGREEMENT is made and entered into by and between PROVIDENCE WILLAMETTE FALLS MEDICAL CENTER, Oregon City, Oregon, hereinafter referred to as the "Medical Center" and the OREGON NURSES ASSOCIATION, hereinafter referred to as the "Association."

ARTICLE 1 - PREAMBLE

The purpose of this Agreement is to formalize the working relationship between the Medical Center and its Registered Nurse employees who are members of the bargaining unit represented by the Association. This Agreement will set forth the wages, hours, and working conditions applicable to represented Registered Nurses. The Medical Center and the Association each desire to establish and maintain harmonious relations through the negotiation of equitable employment conditions for Registered Nurses, and through the recognition by the Association of the Medical Center's management rights, to the common end and objective of achieving superior patient care.

ARTICLE 2 - RECOGNITION

The Medical Center recognizes the Association as the sole collective bargaining representative for all employees in the following unit:

"All regular part-time and regular full-time registered nurses, including Charge nurses, of the Employer employed at its Medical Center located at 15th and Division, Oregon City, Oregon, excluding regular part-time and full-time directors of nursing, head nurses, PSRO coordinators, clinical coordinators, education directors, central supply supervisors, shift supervisors, on-call Registered Nurses, CRNAs, office clerical employees, guards, and supervisors as defined in the Act."

ARTICLE 3 - DEFINITIONS OF TERMS

The following definitions shall apply in this Agreement:

3.1 Nurse, RN and Registered Nurse - A Registered Nurse currently licensed to practice professional nursing in the state of Oregon who is a member of the bargaining unit represented by the Association.

1 **3.2 Full-Time Registered Nurse** - A Registered Nurse who is regularly scheduled to
2 work a forty (40) hour week (thirty-six (36) hours for Nurses regularly scheduled to work
3 12-hour shifts).

4
5 **3.3 Part-Time Nurse** - A Registered Nurse who is regularly scheduled to work less
6 than forty (40) hours per week (less than thirty-six (36) hours for Nurses regularly
7 scheduled to work 12-hour shifts) but at least twenty-four (24) hours per week, and who
8 is designated by the Medical Center as a “part-time” Registered Nurse.

9
10 **3.4 Introductory Nurse** - A full-time or part-time Registered Nurse who has been
11 employed by the Medical Center less than ninety (90) calendar days. The introductory
12 period may be extended by the Medical Center for an additional thirty (30) (sixty (60) for
13 recent nursing school graduates) calendar days by written notice to the nurse and the
14 Association.

15
16 **3.5 Charge Nurse** - Registered Nurse who is specifically assigned by the Medical
17 Center limited supervisory responsibilities (i.e., delegated authority to assign the work of
18 other nurses in the unit, to monitor performance, and to report poor performance or rule
19 violations to a supervisor), on either a temporary or permanent basis, for at least a full
20 shift. A charge nurse shall be appointed by the Medical Center in the following factual
21 situations:

22 A. When an RN is working as the only RN on a nursing unit and shift where
23 staffing patterns and practices dictate that there should be two or more RNs on that
24 nursing unit and shift.

25
26 B. When the Medical Center in its discretion assigns charge nurse status to a
27 particular RN.

28 29 **ARTICLE 4 - ASSOCIATION MEMBERSHIP & ASSISTANCE**

30 **4.1 Professional Responsibility** - A nurse has a high degree of professional
31 responsibility to the patient. Registered Nurses at the Hospital are encouraged to
32 engage in activities which help to define and upgrade standards of nursing practice,
33 which may include participation and membership in the Association.

1 **4.2 Membership or Fair Share** - Nurses in the bargaining unit who are members of
2 the Association or who are making dues payments in lieu of membership ("fair share"
3 payments) as of the effective date of this Agreement shall continue to maintain such
4 membership in the Association, or make such fair share payments, for the life of this
5 Agreement, as a condition of continued employment at the Hospital. Nurses who, as of
6 the effective date of this Agreement, have exercised their option not to become
7 members in the Association nor to pay fair share dues to the Association in lieu of
8 membership shall be entitled to maintain this status for the life of this Agreement.
9 Nurses newly employed in the bargaining unit during the term of this Agreement shall
10 be entitled to select, within the first thirty (30) calendar days of employment within the
11 bargaining unit, either to 1) become members of the Association; or 2) pay fair share
12 dues to the Association in lieu of membership, as a condition of continued employment
13 at the Hospital.

15 **4.3 Administration of Dues Obligation** - Except for those employees who are
16 exempt from such obligation as stated in Section 4.2, above, all nurses in the bargaining
17 unit must pay membership dues or make fair share payments to the Association as a
18 condition of continued employment with the Hospital. The Association shall give any
19 nurse who is in arrears in membership or fair share payments thirty (30) days' written
20 notice of such fact by registered or certified mail, copy to the Vice President Patient
21 Care, and the affected nurse shall be given the opportunity during such period to make
22 all back due payments without penalty.

24 **4.4 Refusal to Pay Dues** - Nurses in the unit who are obligated under this
25 agreement to make, but who refuse after such thirty (30) days' notice to make,
26 membership or fair share payments to the Association, shall be terminated by the
27 Hospital, or shall be allowed to resign with proper notice to the Hospital.

29 **4.5 Religious Convictions** - Notwithstanding any provision of this Article to the
30 contrary, any Registered Nurse who is a member of and adheres to established and
31 traditional tenets or teachings of a bona fide religion, body, or sect which has historically
32 held conscientious objections to joining or financially supporting labor organizations,
33 and who is otherwise obligated under Section 4.2, above, to pay membership dues or

1 make fair share payments to the Association, shall not be required to join the
2 Association or to make fair share payments in lieu of membership during the term of this
3 Agreement as a condition of employment; provided that such a nurse will be required to
4 pay sums equal to such fair share payments to a nonreligious charitable fund exempt
5 from taxation under Section 501(c)(3) of the Internal Revenue Code. Registered
6 Nurses making contributions under this section shall provide receipts of charitable
7 contributions to the Association upon request.

8
9 **4.6 Information to Nurses** - The Hospital will distribute membership and
10 informational material provided by the Association to newly employed Registered
11 Nurses. Such material will detail the Association's policies and procedures with respect
12 to payment of dues to the Association by Registered Nurses, and the conditions under
13 which Association membership or fair share payments may be required of the nurse.
14 The Hospital will also provide newly employed nurses with a copy of this Agreement at
15 the time of hire.

16
17 **4.7 Dues Deductions** - The Hospital will deduct Association membership dues or
18 fair share payments from the wages of each Registered Nurse who authorizes such
19 deductions in writing. Payments to the Association by a Registered Nurse on other than
20 a monthly basis (for example, quarterly, or an annual lump-sum basis, and so forth) may
21 be arranged by an individual Registered Nurse and the Association, but in such event
22 the Hospital shall have no obligation to deduct such sums from the wages of the
23 Registered Nurse. Authorized deductions of dues shall be remitted by the Hospital to
24 the Association in a lump sum on a monthly basis. The Hospital shall continue to make
25 such deductions during the term of this Agreement until such time as the nurse
26 authorizing such deductions revokes her authorization in writing.

27
28 **4.8 Information to the Association** - Each month, the Medical Center will provide
29 the Association with a complete list of all Registered Nurses, including name, date of
30 hire, RN license number, job classification, shift, unit or department, FTE status and
31 wage rate, and will indicate any nurses who have been hired or whose employment has
32 terminated during the month. The Medical Center will also include the mailing address
33 and phone number of the Registered Nurse, provided that the Medical Center shall be

1 under no duty to provide such address or phone number if an individual Registered
2 Nurse directs the Medical Center not to provide this information to the Association.
3

4 **4.9 Indemnification** - The Association shall indemnify the Medical Center and hold it
5 harmless against any and all suits, claims, demands or liabilities that shall arise out of or
6 by reason of any action that shall be taken by the Medical Center for the purpose of
7 complying with Sections 4.2 through 4.6 and 4.8 of this Agreement.
8

9 **4.10 Association Assistance** - In the application and administration of this Article,
10 the Medical Center shall, at all times, have the right to call upon the Association for
11 assistance and joint interpretation or discussion of any problem which affects a nurse or
12 a group of nurses. The Association shall honor such request promptly and seek, in
13 conjunction with the Medical Center, a harmonious solution to such problems as may
14 arise.
15

16 **4.11 New Hire Orientation** - The Medical Center shall, upon request, provide the
17 President of the Association negotiating committee at the Medical Center, or his/her
18 designee, access to nurses newly employed in the bargaining unit for 30 minutes during
19 an orientation session for such nurses. The Medical Center will notify the President or
20 his/her designee of the schedule for orientation sessions. The Association
21 representative or his/her designee shall be paid one-half hour at his/her regular rate of
22 pay for time spent in meeting with orienting RNs, and shall arrange with the Medical
23 Center in advance the time for such meeting. Attendance at such meetings shall be
24 voluntary with the individual orienting nurses, and shall not be paid time. The
25 Association representative or his/her designee may contact the personnel office in
26 advance to see if any newly employed nurses will be orienting in a particular workweek.
27

28 **4.12 Attendance of Bargaining Team at Negotiations** - After reasonable notification
29 of negotiation meeting dates, Medical Center will cooperate with members of the
30 Association bargaining team to arrange substitute staffing for the Association bargaining
31 team members.

1 **ARTICLE 5 - EQUALITY OF EMPLOYMENT OPPORTUNITY**

2 The Medical Center and the Association shall comply with applicable anti-discrimination
3 laws regarding age, sex, religion, race, national origin, and participation or
4 non-participation in union activities, with respect to hiring, placement, promotion, or with
5 respect to any other employment condition for Registered Nurses.

6
7 **ARTICLE 6 - GRIEVANCE PROCEDURE**

8 **6.1 Grievance and Steps Defined** - A grievance is defined as an allegation by the
9 Association or by a Registered Nurse that the Medical Center has violated or is violating
10 a provision or provisions of this Agreement. Grievances may be initiated by the
11 Association or by Registered Nurses in the following manner:

12 Step 1. Any Registered Nurse who believes he or she has a grievance should
13 present this grievance in writing to his or her immediate supervisor. The Medical Center
14 encourages Registered Nurses to air any grievance as defined herein, and also to air
15 any job-related problem, with their immediate supervisor so that full discussion of the
16 problem may occur, and its resolution hopefully may be accomplished. The
17 presentation of any grievance at Step 1 must be made within fourteen (14) calendar
18 days of the events giving rise to the grievance, or within fourteen (14) calendar days of
19 the date the grieving party learned or reasonably should have learned of the events
20 giving rise to the grievance. The immediate supervisor shall give or send his or her
21 answer to the grievant in writing within fourteen (14) calendar days after such grievance
22 is presented.

23
24 Step 2. If the grievance is not settled satisfactorily as provided in Step 1, the
25 grievance shall be reduced to writing, and submitted to the Chief Nurse Executive,
26 within fourteen (14) calendar days after the supervisor's answer in Step 1. The written
27 statement of the grievance shall be signed by the aggrieved Registered Nurse(s) or by
28 an Association representative and shall include a statement of the provision(s) of the
29 Agreement alleged to have been violated, a brief statement of the facts, and a
30 statement of the relief requested. The Chief Nurse Executive shall attempt to adjust the
31 grievance as soon as possible, but in any event shall give or send a written answer to
32 the grievant, a grievance representative specifically designated in writing by the

grievant, and the Association within fourteen (14) calendar days after receipt of the written grievance.

Step 3. If the grievance is not settled satisfactorily to the grieving party at Step 2, the grievance shall be referred in writing to the Medical Center President within fourteen (14) calendar days of the Chief Nurse Executive answer at Step 2. A meeting between the Medical Center President and an Association representative for the purpose of resolving the grievance shall take place within fourteen (14) calendar days after the grievance is referred to the Chief Executive of the Medical Center. The Human Resources Director, Chief Nurse Executive, aggrieved Registered Nurse(s) and one (1) other representative selected by each party shall be entitled to attend this meeting, in addition to any other persons mutually agreed to by both parties. The Chief Executive will consider all facts and arguments raised by all persons at this meeting, and shall attempt to resolve the grievance satisfactorily to all parties within fourteen (14) calendar days of such meeting. Except as provided in Section 6.2, relating to arbitration, the Chief Executive decision at Step 3 shall be final.

6.2 Arbitrator Selection - If the grievance is not settled at Step 3, and the Medical Center's final answer is not satisfactory to the Association, the Association may refer the grievance to binding arbitration through written notice to the Medical Center within fourteen (14) calendar days of the answer of the Medical Center's Chief Executive given at Step 3. The Association and the Medical Center shall thereafter attempt to select an arbitrator. If the parties cannot agree upon an arbitrator within a period of fourteen (14) calendar days, either party may then request a list of seven arbitrators from the Federal Mediation and Conciliation Service. The parties shall thereafter alternately strike one name from the list, and the last name remaining shall be the arbitrator selected to hear the dispute; provided that, if either party objects to the list provided by the Federal Mediation and Conciliation Service, it shall have the right to reject the list and to request a new list. The arbitrator must be selected from the second list in accordance with the foregoing procedure. The arbitrator shall be notified of his selection by a joint letter from the Medical Center and the Association requesting that he set a time and place for the hearing, subject to the availability of Medical Center and Association representatives.

1 **6.3 Limitation on Arbitrator** - The arbitrator shall have no right to amend, modify,
2 nullify, ignore or add to the provisions of this Agreement, and shall decide only the
3 grievance presented. The arbitrator's decision and award shall be based solely on his
4 interpretation of the meaning or application of the terms of this Agreement to the facts of
5 the grievance presented. If the matter sought to be arbitrated does not involve an
6 interpretation or application of the terms or provisions of this Agreement, the arbitrator
7 shall so rule in his award and the matter shall not be further entertained by the
8 arbitrator. The arbitrator shall not render an award inconsistent with the management
9 rights clause of this Agreement. The award of the arbitrator shall be final and binding
10 on the Medical Center, the Association, and the Registered Nurse(s) involved.

11
12 **6.4 Arbitration Costs** - The expenses of the arbitrator and other costs of the
13 arbitration shall be divided equally between the Medical Center and the Association.
14 Each party shall be responsible for the cost of presenting its own case to the arbitrator.

15
16 **6.5 Enforcement of Time Limits** - The time limits of this grievance procedure and
17 arbitration procedure shall be strictly adhered to, unless the Medical Center and
18 Association agree in writing to extend a particular time limit. The Medical Center shall
19 have the right to refuse to process or to arbitrate a grievance which is not raised in a
20 timely fashion. Any grievance not processed in a timely fashion shall be considered
21 settled on the basis of the last answer given. If at any step of the grievance procedure
22 the Medical Center does not formally respond as provided herein, it will be assumed
23 that the Medical Center has rejected the grievance, and the next step of the grievance
24 procedure shall be available.

25
26 **6.6 Termination During Introductory Period** - An introductory nurse terminated by
27 the Medical Center during his or her introductory period shall not be entitled to invoke
28 this grievance and arbitration procedure to contest such termination.

30 **ARTICLE 7 - UNINTERRUPTED PATIENT CARE**

31 **7.1 No Work Stoppage** - It is recognized that the Medical Center is engaged in a
32 public service requiring continuous operation, and it is agreed that such obligation of
33 continuous service is imposed upon both the employee and the Association. Neither

1 the Association nor its represented Registered Nurses, members, agents,
2 representatives, or employees shall incite, encourage, or participate in any strike,
3 sympathy strike, walkout, slowdown, picketing, or work stoppage of any nature
4 whatsoever, during the term of this Agreement. In the event of such activity, or a threat
5 thereof, the Association and its officers will do everything within their power to end or
6 avert such activity.

7
8 **7.2 Dismissal or Discipline for Work Stoppage Violation** - Any Registered Nurse
9 who violates the prohibitions in Section 7.1 shall be subject to immediate dismissal or
10 such discipline short of dismissal which the Medical Center in its discretion deems
11 appropriate.

12
13 **7.3 No Lockout** - There shall be no lockouts by the Medical Center during the term
14 of this Agreement.

15 16 **ARTICLE 8 - MANAGEMENT RIGHTS**

17 The Association recognizes that the Medical Center has the obligation of serving the
18 public with the highest quality medical care, efficiently and economically, and of meeting
19 medical emergencies. The Association further recognizes the retained right of the
20 Medical Center to operate and manage the Medical Center, subject to the terms of this
21 Agreement, including but not limited to the right to require standards of performance
22 and the maintenance of order and efficiency; to direct employees and determine job
23 assignments; to schedule work and to determine working schedules; to determine the
24 materials and equipment to be used; to implement improved operational methods and
25 procedures; to determine staffing requirements; to determine the kind and location of
26 facilities; to determine whether the whole or any part of the operation shall continue to
27 operate; to select and hire employees; to promote, demote and transfer employees; to
28 discipline or discharge employees for just cause; to lay off employees for lack of work or
29 other legitimate reasons; to recall employees; and to promulgate and change
30 reasonable work rules and personnel policies, provided that such rules and personnel
31 policies, or action taken under them shall not violate any of the provisions of this
32 Agreement.

ARTICLE 9 - SUCCESSORS

In the event that the Medical Center is actively considering any merger, consolidation, sale of assets, lease, franchise, or any other such change in structure, management or ownership which may be expected to affect the existing collective bargaining unit, the Medical Center shall so inform the Association. Any person, business, or entity which succeeds to the management or ownership of the Medical Center shall be obligated to comply with this Agreement; provided that the parties by this language do not intend to waive statutory rights. The Medical Center shall call this provision of the Agreement to the attention of any entity, business, or person who is succeeding to the management or ownership of the Medical Center, and, if such notice is given, the Medical Center shall have no further liability or obligations of any sort under this section.

ARTICLE 10 - ACCESS TO MEDICAL CENTER PROPERTY AND EMPLOYEES

10.1 Association Access - A duly authorized representative of the Association shall have the right of access to Medical Center premises in connection with the conduct of normal Association affairs and the administration of this Agreement. The Association representative shall not unnecessarily interfere with the productive activity of Registered Nurses covered by this Agreement, and shall comply with the Medical Center's security and identification procedures.

10.2 Use of Bulletin Board - The Medical Center shall provide a bulletin board for the exclusive use of the Association and/or Registered Nurses to post notices concerning Association activity. Such notices shall be posted solely and exclusively on designated space equal to 2 feet by 2 feet on a bulletin board provided in the IV Therapy department and in each of the staff lounges located in med/surg, Birthplace, critical care, ER, surgery, day surgery, and eye surgery.

10.3 Association Meeting Space - The Association may utilize the Medical Center Auditorium or other available room for official Association meetings of Medical Center nurses in the bargaining unit, confined to contract negotiation and administration matters, subject to advance scheduling and availability, for up to twelve (12) meetings a year. Any nurse who so desires shall be entitled to attend such meetings during nonworking time.

1 **ARTICLE 11 - WAGES AND OTHER ECONOMIC ITEMS**

2 **11.1 Wages** - Wage rates for the term of this Agreement shall be those specified in
3 Appendix A hereof.

4
5 **11.2 Shift and Certification Premiums** - Shift and certification premiums for the term
6 of this Agreement shall be those specified in Appendix A hereof.

7
8 **11.3 Standby Call Rates** - Effective on the ratification date of this Agreement, nurses
9 assigned to standby call shall receive \$4.20 per hour for all hours spent on standby call.
10 A nurse on standby call is expected to report to the Medical Center ready to work within
11 45 minutes (30 minutes in surgical services) of a call-in, except in unusual
12 circumstances where safety needs prevent the nurse from meeting this time frame.

13
14 **11.4 Call-In Rates and Minimum Hours -**

15 A. RNs who are called in to work shall be assigned a minimum of three (3)
16 hours' work in their specialty area. If there is less than three (3) hours' work in their
17 specialty area, they may be assigned to other areas where the Medical Center
18 determines the nurse is qualified to do the work and as long as the nurse is willing. If
19 there is available work for which the nurse is qualified and the nurse is not willing to do
20 the work, then the nurse shall be paid only for time actually worked. If three (3) hours
21 of work are not available in those areas, these nurses may opt to leave before the three
22 (3) hours are up, being guaranteed three (3) hours' pay, but the nurse will then not be
23 eligible for additional call-in minimum pay if called in again during that three-hour period.
24 The call-in minimum pay period begins when the nurse reports to the Medical Center
25 ready to work as a result of a call-in. The call-in minimum pay rate will be the nurse's
26 straight-time rate, unless otherwise specifically provided in this Agreement.

27 1. Notwithstanding the prior paragraph, if a nurse outside of the
28 Operating Room or Surgical Services is placed on low census with standby by
29 the Medical Center and is subsequently called in to work, the nurse will not be
30 required to remain beyond the end of the nurse's regularly scheduled shift, solely
31 to fulfill the three (3) hour minimum.

B. Nurses on regularly scheduled standby call and nurses assigned to non-regularly scheduled standby call, who are called in to work, shall receive the premium rate of 1-1/2 times (two (2) times on the holidays specified in Section 12.5) their regular rate of pay for all hours worked after being called to work, including for unscheduled hours worked as assigned consecutive with the standby call period. Nurses not on standby call shall receive their regular straight-time rate for all hours worked after being called back to work, except that a nurse shall receive the premium rate of 1-1/2 times the nurse's regular rate for all hours worked during a period when the nurse was given a shift cancellation without being assigned to non-regularly scheduled standby call. Standby call pay shall be in addition to pay for actual hours worked. Call-back pay begins when a nurse reports to the Medical Center ready to work as a result of a call to return to work.

11.5 Monday Scheduling - RNs will not be scheduled for Monday work if they are regularly scheduled on call for the preceding Saturday and Sunday, provided the nurse submits a request to his/her manager in accordance with Section 14.9. Mondays which are granted off in this manner will not be considered PTO and will not be considered one of the nurse's allotted scheduled unpaid time off days according to Section 21.8a, unless requested by the nurse. The same provisions will apply to scheduling for Tuesday work if RNs are regularly scheduled on call for the preceding Saturday, Sunday, and Monday holiday.

11.6 Second Call for OR - The Medical Center shall continue its present policy of paying OR RNs called in to work emergency second cases eight (8) hours' standby pay in addition to their regular time and one-half pay for the hours worked.

11.7 Reporting Pay - Nurses who are scheduled to work according to the regular schedule, but who are notified to stay home due to low census less than 90 minutes before the scheduled start time, will be guaranteed three (3) hours' work or pay during the schedule period. This section will not apply if the reason for the stay home is not within the control of the Medical Center or if the Medical Center makes a reasonable effort to notify the nurse by telephone to stay home at least 90 minutes before the nurse's scheduled start time.

1 **11.8 No Pyramiding of Premiums** - Time and one-half premiums under this Article
2 shall not be pyramided with overtime premiums. Any hour for which a time and one-half
3 premium is payable under this Article shall not be counted in determining whether time
4 and one-half or greater premiums should be paid for any other hour. Examples include,
5 but are not limited to:

6 A. If hours are paid overtime rate for work in excess of the standard workday,
7 those hours are not counted toward weekly overtime.
8

9 B. If hours are paid double time rate under Section 12.6, those hours are not
10 counted toward any overtime formula.
11

12 However, time paid at the overtime rate because of work on a holiday will be counted in
13 determining whether overtime is payable for other hours worked in excess of the
14 standard workday or standard workweek. In no event will time and one-half or greater
15 premiums be paid on more than one basis for the same hour(s) of work.
16

17 **11.9 Charge Nurse Differential** - Charge nurses shall receive \$3.00 per hour
18 premium. Such premium will be paid for all hours compensated to a core Charge
19 Nurse, as designated by the Medical Center. Nurses who are assigned by the Medical
20 Center the Charge Nurse duties for a shift will be paid a differential of \$2.10 only for the
21 hours the Nurse is specifically assigned to be Charge Nurse.
22

23 **11.10 Preceptor Differential** - A preceptor is a nurse who is designated by his or her
24 nurse manager to: assess the learning needs of (a) an inexperienced, re-entry, or new
25 to specialty nurse or (b) a capstone, immersion, practicum or student of similar level;
26 plan that person's learning program; provide direct guidance to that person's learning
27 program or implement such program; provide direct guidance and supervision to that
28 person during the program; and, in conjunction with the nurse manager and/or
29 designee, evaluate that person's progress during the program. When the Medical
30 Center appoints an experienced RN as a preceptor the Medical Center will pay the
31 nurse appointed as the preceptor a differential of \$2.00 per hour.

1 **11.11 Payroll** - If an RN believes that an error has been made in a paycheck, the RN
2 shall bring such suspected error to the Medical Center's attention as soon as possible,
3 and actual errors shall be corrected as soon as possible. The Medical Center will
4 provide an option for selecting direct deposit of paychecks to institutions recognized by
5 the Medical Center's direct deposit agency. Paycheck errors in the nurse's favor may,
6 regardless of the option selected, be subject to payback by payroll deduction. The
7 Medical Center will consider the nurse's suggestions for the timing of the payback.
8

9 **ARTICLE - 12 – BASIC MEDICAL/DENTAL COVERAGE**

10 Each actively working regular nurse will participate in the benefit program offered to a
11 majority of the Medical Center's other employees, in accordance with their terms and
12 Appendix C. From the Providence benefits program, the nurse will select: (1) a medical
13 coverage (Health Reimbursement Medical Plan or Health Savings Medical Plan) and (2)
14 dental coverage (Delta Dental PPO 1500 or Delta Dental PPO 2000), (3) supplemental
15 life insurance, (4) voluntary accidental death and dismemberment insurance, (5)
16 dependent life insurance, (6) health care Flexible Spending Account (FSA), (7) day care
17 Flexible Spending Account (FSA), (8) long term disability coverage, and (9) short term
18 disability; and (10) vision coverage. The Medical Center will offer all such benefits
19 directly or through insurance carriers selected by the Medical Center.
20

21 **ARTICLE 13 - RETIREMENT**

22 Retirement Plan - The Medical Center shall freeze accruals under the Pension Plan
23 effective February 29, 2008 for all Registered Nurses, so that benefits determined
24 pursuant to that formula shall be based on Benefit Years and Final Average Pay as of
25 that date. All benefits accrued under the Pension Plan as of February 29, 2008 will
26 continue to vest in accordance with the Pension Plan's vesting schedule based on
27 service before and after the freeze date, but no additional benefits will accrue under the
28 Pension Plan after February 29, 2008.
29

30 Through December 31, 2011, the Medical Center will maintain the retirement plan as in
31 effect on the date of ratification. Effective January 1, 2012, that plan will be frozen.

Effective January 1, 2012: Nurses will participate in the Medical Center's retirement plans in accordance with their terms. At the time of ratification, the retirement plans include:

- ♦ the Service Plan;
- ♦ the Value Plan (403(b)); and
- ♦ the 457(b) plan.

The Medical Center may from time to time amend the terms of the plans described in this article, except that coverage of nurses under this article shall correspond with the terms of coverage applicable to a majority of Medical Center employees.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.1 Standard Workday and Meal Period - A standard workday shall consist of (a) eight (8) hours worked to be completed in an eight and one-half (8-1/2) hour consecutive period, (b) ten (10) hours worked to be completed in a ten and one-half (10-1/2) hour consecutive period, or (c) twelve (12) hours worked to be completed in a twelve and one-half (12-1/2) hour consecutive period. Any standard workday will contain a thirty (30) minute unpaid meal period during which the Registered Nurse is completely relieved of duties. If the Registered Nurse is not relieved of duties during this meal period, the meal period shall be considered as time worked for pay purposes.

14.2 Standard Workweek - A standard workweek shall be forty (40) hours for full-time Registered Nurses, or 36 hours for full-time Registered Nurses regularly scheduled to work a 12-hour schedule, Sunday through Saturday inclusive. The Medical Center and nurses may agree to schedules providing for other than standard workweeks and standard workdays, consistent with the remaining provisions of this Agreement.

14.3 Limitation - Nothing in this Article shall be construed as guaranteeing the number of hours in the workday or the number of days in the workweek, or that any employee shall receive any specified hours of work per day or any specified days of work per week.

1 **14.4 Overtime** - Overtime work (hours worked in excess of a standard workday or in
2 excess of 40 hours in a workweek) shall be compensated at the rate of one and
3 one-half (1-1/2) times the regular rate of pay. Work in excess of the standard workday
4 or workweek must be properly authorized in advance, except in emergencies where no
5 authorization can be obtained in advance. There shall be no pyramiding of overtime
6 premiums. Any hour for which an overtime premium is payable under this Article shall
7 not be counted in determining whether time and one-half or greater premiums should be
8 paid for any other hour. Nurses regularly scheduled to work 12-hour shifts will be
9 compensated at the rate of one and one-half (1-1/2) times the regular rate of pay, in
10 accordance with these overtime procedures, for all hours worked in excess of (a) 12
11 hours in a day or (b) 36 hours in a workweek.
12

13 **14.5 Pay For Holidays Worked** - Hours worked on a holiday (New Year's Day,
14 Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas) shall be
15 considered to be overtime hours. Hours worked on a holiday are defined as follows: a
16 shift on which a majority of the hours worked are on the holiday. For all holidays except
17 New Year's Day and Christmas, the holiday will be defined as the actual 24-hour period
18 of the holiday. For New Year's Day and Christmas, the holiday will be defined as the
19 24-hour period beginning at 3 p.m. on the day before the holiday and ending at 2:59
20 p.m. on the holiday. OR and PACU will have their holiday pay constitute hours worked
21 on the actual holiday starting at 7 a.m. until 7 a.m. on the next day.
22

23 **14.6 Double Shift Pay Rate** - Nurses on eight- or ten-hour schedules working two
24 consecutive shifts, each of which contains at least 7-1/2 hours of working time, shall be
25 paid double time for hours worked on the shift that is additional to the scheduled shift,
26 as an overtime premium, provided that the nurse works at least seven (7) hours on the
27 second consecutive shift. If both shifts are unscheduled, the second shift in the
28 sequence will be paid double time. If a Nurse on a 12-hour shift works fifteen
29 consecutive hours or longer, all time worked in excess of 12 hours shall be paid at the
30 double shift pay rate.
31

32 **14.7 Rest Periods** - A fifteen (15) minute paid rest period will be scheduled by the
33 immediate supervisor and may be taken by each Registered Nurse during each four (4)

1 hour work period, provided that the evening shift will continue to take both fifteen (15)
2 minute rest periods consecutively. For Nurses on 12-hour schedules, two of the fifteen
3 (15) minute rest periods may be combined, with supervisory consent. Consistent with
4 ORS 653.077, nursing mothers may take one thirty (30) minute unpaid rest period
5 during each four (4) hour work period for the purpose of the expression of breast milk.
6

7 **14.8 12-hour Shifts**

8 A. The Medical Center agrees that it will introduce 12-hour shifts in a
9 department or unit not currently working 12-hour shifts, or 8-hour shifts in a department
10 or unit not currently working 8-hour shifts, only if a majority of Nurses in the affected
11 department or unit vote for the change. (For purposes of this Section, "majority" is
12 defined as 50% plus 1 of Nurses voting.) In the event that the Nurses vote to approve
13 the change to either 8-hour or 12-hour shifts, the Nurses in the affected department or
14 unit shall be permitted to develop the schedule for the department or unit in such a way
15 that accommodates personal preferences for shift lengths to the extent possible without
16 creating additional overtime. Any schedule developed by Nurses in the affected
17 department or unit must be approved by management prior to being implemented.
18

19 B. No nurses will be required to move from an 8-hour shift to a 12-hour shift
20 or a 12-hour shift to an 8-hour shift, for the first 90 days following ratification of this
21 agreement. If the Medical Center thereafter determines that 8-hour shifts or 12-hour
22 shifts are no longer workable in a particular unit, the Medical Center will give notice of
23 no less than 90 days that the unit will move to 8-hour shifts or 12-hour shifts, and no
24 nurse will be required to move to 8-hour shifts or 12-hour shifts prior to the expiration of
25 the 90-day period. The Medical Center will offer nurses on the unit an equivalent
26 position, working 8-hour shifts or 12-hour shifts. If the nurse does not accept such an
27 offered position, the nurse may remain in the position continuing to work 8-hour shifts or
28 12-hour shifts, for a period of up to 90 days; hereafter, the nurse's 8-hour or 12-hour
29 position will be eliminated and, unless the nurse has found an alternative position within
30 the Medical Center, the nurse's employment with the Medical Center will end. Any
31 vacation already approved will be honored. Nurses working an 8-hour day shift position
32 will not be required to take a 12-hour night shift position, and Nurses working an 8-hour
33 night shift position will not be required to take a 12-hour day shift position; however, the

1 Medical Center may offer nurses working an 8-hour evening shift position either a 12-
2 hour day or night shift position based on departmental need, in accordance with the
3 remainder of this Section. Evening shift nurses may declare their shift preference within
4 30 days of any announcement of a change to a 12-hour shift schedule on their unit.
5 Any nurse who does not receive his or her declared, preferred shift will receive a first
6 opportunity to fill a vacant position on the nurse's declared, preferred shift for which he
7 or she is qualified. In the event that two or more previously displaced nurses with such
8 first opportunity rights both want the same position, the nurse with greater seniority will
9 be given the position and any nurse with less seniority will retain first opportunity rights
10 for future vacant positions on his or her preferred shift. A nurse who does not declare a
11 shift preference will not receive such first opportunity rights.

12
13 C. A nurse may present a plan to the Task Force that outlines a plan to
14 introduce a mix of shift lengths in a department if the shift length changes are voluntary,
15 does not create additional overtime, does not impede patient care continuity, addresses
16 a plan to cover unplanned and planned absences, and does not create burdensome
17 work for the charge nurse. Such a plan will only be implemented with the agreement of
18 the Task Force.

19
20 **14.9 Schedules** - Schedules of work shall be prepared for monthly or 28-day periods
21 and shall be posted (a) for monthly periods, no later than the first day of the month
22 preceding the month in which the work is to be performed; or (b) for 28-day periods, at
23 least twenty-seven (27) days prior to the beginning of the schedule period. The needs
24 and the desires of individual Registered Nurses with respect to work schedules must be
25 made known to the Medical Center staffing office no later than (a) for monthly periods,
26 the fifteenth (15th) day of the month immediately prior to the month during which the
27 posting of work schedules for the following month occurs; or (b) for 28-day periods,
28 fifteen (15) days immediately prior to the schedule's posting deadline. It is the
29 responsibility of each individual Registered Nurse to inform the Medical Center of his or
30 her availability, needs, and desires with respect to work schedules. There shall be no
31 deviation from a posted schedule of work unless a Registered Nurse finds a
32 replacement acceptable to the Medical Center, although the Medical Center will make
33 efforts, where possible, to accommodate late requested schedule changes. A

1 replacement will not be acceptable to the Medical Center if he or she is not qualified to
2 perform the work in question, or if a particular replacement would require the payment
3 by the Medical Center of overtime or other premium compensation. No nurse shall
4 utilize replacements on a frequent or regular basis as a means of unilaterally changing a
5 weekly work schedule. The Medical Center may, with the agreement of the nurse,
6 schedule a nurse to work consecutive weekends. However, the Medical Center will not
7 schedule a nurse to work consecutive weekends unless the nurse agrees to such a
8 schedule. Regular full time and part time nurses will be scheduled prior to per diem/on-
9 call nurses. Per diem/on-call nurses will not be given preferential treatment in
10 scheduling.

11
12 **14.10 Call Schedules** - Call schedules in recovery room, endoscopy, and operating
13 room will continue to be prepared and posted according to the past practice of the
14 Medical Center. Nurses who work a call shift will be afforded an opportunity for
15 adequate rest at a minimum of eight (8) hours before reporting to work for their next
16 scheduled shift. In the event a nurse is not afforded adequate rest he/she may request
17 not to work all or part of the next scheduled shift. The Medical Center will give such
18 request serious and reasonable consideration in an attempt to accommodate the
19 nurse's wishes. If granted, the nurse may choose to use or not to use accrued PTO for
20 the time off.

21
22 **14.11 Extra Work Procedures** - The procedure for granting additional hours of work
23 will occur in the following sequence:

24 A. Prescheduled Hours

25 1. All full and part-time RNs will first be scheduled for the number of
26 hours for which they are regularly scheduled.

27
28 2. The vacant or extra shifts will be posted in the department where
29 they exist.

30
31 3. Part-time and full-time RNs who want to work any of the vacant
32 shifts must submit a request in writing to the manager within 5 calendar days of
33 the posting.

1 4. Additional shifts will be granted as requested under 14.11A(3)
2 according to the following order of priority:

3 a. Qualified part-time staff* will be granted extra shifts on their
4 days off up to a total of 40 hours per week (or up to a total of 36 hours per
5 week for a nurse regularly scheduled to work 12-hour shifts) (including
6 regular scheduled hours).

7
8 b. Qualified on-call employees will be scheduled time up to 40
9 hours per week (or up to a total of 36 hours per week for a nurse regularly
10 scheduled to work 12-hour shifts).

11
12 c. Qualified full and part-time staff* will be granted extra shifts
13 (on their days off) beyond a total of 40 hours per week (or beyond a total
14 of 36 hours per week for a nurse regularly scheduled to work 12-hour
15 shifts).

16
17 (Double shifts will not be granted in the above sequence unless the
18 manager at his/her discretion determines there is a need for a more
19 experienced nurse to complete the staffing roster. At each step, a good
20 faith effort will be made to distribute extra shifts equally among those
21 submitting requests.)
22

23 B. After the Schedule is Posted Under Section 14.9

24 1. Any vacant/extra shifts remaining in the schedule will be posted in
25 the department where they exist and electronically.

26
27 2. Part-time and full-time RNs who want to work any of the vacant
28 shifts must submit a request for the specific shifts in writing to the manager within
29 14 calendar days of the posting.

30
31 3. Shifts will be granted as requested under 14.11B(2) according to
32 the following order of priority:

1 a. Qualified part-time staff* will be granted extra shifts on their
2 days off up to a total of 40 hours per week (or up to a total of 36 hours per
3 week for a nurse regularly scheduled to work 12-hour shifts) (including
4 regular scheduled hours that have not been canceled).

5
6 b. Qualified on-call employees will be granted shifts.
7

8 c. Qualified full and part-time staff* will be granted extra shifts
9 (on their days off) beyond a total of 40 hours per week (or beyond a total
10 of 36 hours per week for a nurse regularly scheduled to work 12-hour
11 shifts).
12

13 d. Qualified full and part-time staff* will be granted double shifts
14 that result in double time.
15

16 e. Agency or traveling personnel or Sharecare nurses will be
17 utilized.
18

19 At each step a good faith effort will be made to distribute extra shifts equally among
20 those submitting requests.
21

22 (*Staff under the 12 hour shift agreement, may request extra shifts if it does not conflict
23 with their 12 hour shift agreement and if the extra shift would be fully covered in
24 combination with other requests.)
25

26 C. Staff Availability for last minute staffing changes.

27 1. Staff nurses may sign up for shift availability. The list of nurses
28 who have signed up will be used to fill last minute vacancies.
29

30 2. Seniority will be used to sort the initial availability calendar. After
31 that, calls will be made in rotation with new name added to the bottom of the list.

1 3. Availability calendars need to be completed for each posted
2 schedule.

3
4 4. Nurses cancelled for a shift will be the first offered a shift of work if
5 available in the day and shift cancelled.

6
7 5. The availability list will be used before non-contract or per diem
8 nurses are offered a shift of work, unless the shift results in double time for the
9 available nurse.

10
11 6. If the nurse is on several unit availability lists they will be given the
12 preference of unit to work on if more than one is available.

13
14 7. If a nurse is not available for a shift s/he has signed up for on the
15 availability list, s/he will be moved to the bottom of the list. If a nurse works a shift
16 that s/he signed up for utilizing the availability calendar, s/he will be moved to the
17 bottom of the list.

18
19 8. Management will determine the urgency of filling a shift of work and
20 may contract with agency after making a reasonable effort to call through the
21 availability list to ensure the safe delivery of patient care.

22
23 **14.12 Notification of Unscheduled Absence** - Any unscheduled absence should be
24 reported as much in advance as possible under the circumstances. The expectation is
25 that the report will be made at least three (3) hours before the start of the shift in
26 question.

27
28 **14.13 Maximum Schedule for 12-Hour Shifts** - Nurses on 12 hour shifts may not be
29 scheduled to work more than four consecutive days on shifts of 12 hours or longer
30 without their consent. No nurse may work longer than 18 consecutive hours.

ARTICLE 15 - EDUCATIONAL LEAVE

15.1 Annual Educational Hours - Each Registered Nurse shall be entitled to paid educational leave up to twenty-four (24) hours per year to attend continuing education courses in the medical care field which are directly related to the nurse's responsibilities, including hospital administration and management, plus a maximum of \$350 per year to help defray tuition, course fee, required texts, and examination fee expenses related to the course. Twelve hours of unused educational leave and \$175 of unused educational funds may be carried over for a period of one year. Any additional unused leave or funds shall not cumulate from year to year. No nurse may use another nurse's educational leave or tuition reimbursement.

15.2 Authorization of Educational Leave - Each Registered Nurse desiring to take educational leave shall inform his or her immediate supervisor as far in advance as is practicable of the nature and date(s) of the course which he or she proposes to attend, but no later than the day required for making a nurse's needs and desires known to the Hospital under Section 14.9. No Registered Nurse shall be entitled to paid educational leave unless such leave is specifically requested and authorized in advance. The Medical Center shall not unreasonably withhold approval of up to twenty-four (24) hours of educational leave, consistent with patient care needs. If the Medical Center denies a nurse's request for such educational leave, it will provide the nurse with the reason for the denial, in writing, within 21 calendar days of its receipt of the nurse's request. The nurse may appeal such a denial to the Chief Nurse Executive (or his or her designee). The Chief Nurse Executive (or his or her designee) may approve education leave beyond twenty-four hours in his or her sole discretion. The Medical Center at its discretion may require proof of actual attendance at such continuing education courses and, during a nurse's introductory period, may deny educational leave for any reason. Any nurse attending a continuing education course in the medical care field, for which the nurse received leave or expenses under Section 15.1, may be required by the Hospital to share, orally and/or in writing, the knowledge and experience gained.

15.3 Inservice Education - The Hospital will continue to conduct regularly scheduled in-service classes for Registered Nurses. Attendance at specific in-service classes by a particular Registered Nurse or a particular group of Registered Nurses may be required

1 by the Medical Center. All in-service classes and department meetings where
2 attendance is required by the Medical Center and all in-service classes and department
3 meetings actually attended during a Registered Nurse's working time, shall be paid at
4 the Registered Nurse's regular rate of pay. At the Registered Nurse's option, unpaid
5 in-service classes attended by a Registered Nurse during nonworking hours can qualify
6 for educational leave payments. The Medical Center will consult upon request with the
7 Association in an effort to improve the presentation and content of regularly scheduled
8 in-service classes.

9
10 Registered Nurses who must take a full shift off of work to complete a mandatory in-
11 service class will be compensated for their full shift regardless of the time spent in the
12 class.

13
14 **15.4** The Medical Center will continue to pay for the registration fees necessary to
15 obtain ACLS, PALS, ENPC, NRP, and BCLS, if such certification or education is
16 required by the nurse's manager for the nurse's unit. For ACLS or BCLS certification or
17 re-certification, the nurse must take a course offered at Providence facilities or through
18 a Providence preferred educational provider to receive full payment for registration fees;
19 if the nurse takes a course elsewhere, he or she is responsible for paying the amount
20 that exceeds the fee charged at a Providence facility or through a Providence preferred
21 educational provider.

22 23 **ARTICLE 16 - PROFESSIONAL NURSING CARE COMMITTEE**

24 **16.1** The Association bargaining unit at the Medical Center shall select the members
25 of the Professional Nursing Care Committee from bargaining unit employees. This
26 committee shall have no more than seven (7) members.

27
28 **16.2** This Committee shall convene and meet once every other month unless
29 cancelled by mutual agreement to respond to specific circumstances that may arise in
30 the area of professional nursing care. The Association shall select its respective
31 members of the Committee each time it is convened. The Committee shall set the
32 meeting schedule, and may meet more often upon mutual agreement. Each Committee

1 member shall be entitled to up to two (2) paid hours at the nurse's regular straight-time
2 rate for attendance at Committee meetings.

3
4 **16.3** The Committee shall prepare an agenda, and provide such agenda to the Chief
5 Nurse Executive one week in advance of the meeting if possible, and keep minutes for
6 all its meetings, a copy of which shall be provided to the Chief Nurse Executive within
7 five (5) working days after each meeting. Agenda items may be introduced by
8 Association representatives or by the Medical Center, provided, however, that neither
9 the Association nor the Medical Center shall be required to address subjects of
10 bargaining and/or contractual issues in the Committee.

11
12 **16.4** The Committee shall focus on issues that provide for the improvement of patient
13 care and nursing practice.

14
15 **16.5** The Chief Nurse Executive, or designee, shall meet with the Committee upon
16 request of the Committee for the purpose of exchanging information. The Committee
17 may provide the Chief Nurse Executive, or designee, with recommendations on
18 pertinent subjects including the financial soundness of any proposal.

19
20 **16.6** The Medical Center recognizes the responsibility of the Committee to
21 recommend measures objectively to improve patient care and will duly consider such
22 recommendations and will advise the Committee of action taken.

23 24 **ARTICLE 17 - TASK FORCE**

25 **17.1 Purpose** - The Medical Center and the Association agree to create a task force
26 for the purpose of facilitating communication and fostering a model of cooperative
27 problem solving of workplace concerns, arising during the term of the current
28 agreement.

29
30 **17.2 Membership** - The Association shall appoint three (3) members of the task
31 force, at least two (2) of whom shall be employed by the Medical Center. The Medical
32 Center shall also appoint three (3) members to the task force.

1 **17.3 Meetings** - The task force will set a schedule of regular meetings of monthly, or
2 as otherwise agreed to between the Medical Center and the Association. Employed
3 nurse members will be paid up to one (1) hour for attendance at task force meetings,
4 however if both parties agree the meeting needs to continue longer than one hour then
5 nurse members will be paid for the extended meeting time.

6
7 **17.4 Agreement** - If after exploring alternatives, the task force reaches a solution that
8 is acceptable to the task force, such solution will be implemented by the Medical Center.
9 Any agreed-upon solution reached by the task force is not grievable, nor is the task
10 force's failure to agree on a matter grievable.

11
12 **17.5 Agenda and Minutes** - The task force will designate co-chairs (one Association
13 member and one Hospital member) to prepare an agenda at least five (5) days before
14 each meeting. Each co-chair will alternate chairing the meeting. A member of the task
15 force shall be appointed on a rotating basis to take minutes, and will provide the
16 minutes for each meeting within seven (7) days of the meeting. The minutes and
17 information furnished by the Medical Center and the task force members in connection
18 with the functioning of the task force are confidential, and may be disclosed to other
19 persons only by mutual agreement of the Medical Center and the Association.

20 21 **ARTICLE 18 - JURY DUTY AND WITNESS PAY**

22 The Medical Center will pay at the regular rate all working hours lost by a nurse due to
23 jury call or jury duty, or lost due to service as, or preparation to be, a witness in any
24 legal proceeding with respect to events involving the Medical Center or occurring on
25 Medical Center property. Legal proceedings covered by the preceding sentence will not
26 include proceedings in which the Association or the nurse is a party, unless the nurse is
27 subpoenaed by the Medical Center to testify as a witness. All jury duty or witness fees
28 received by a nurse must be paid over to the Medical Center if, and to the extent that,
29 the nurse in question receives wage payments for such jury or witness service as
30 provided herein. Non-day shift personnel serving as a witness or on jury duty as
31 defined herein shall be relieved from work, and entitled to the same payments as
32 day-shift persons in the same circumstances, plus the nurse's applicable shift premium

1 for hours paid under this section. The Medical Center's obligation with respect to jury
2 pay will not exceed 120 hours of such pay for a nurse in any calendar year

4 **ARTICLE 19 - SENIORITY**

5 **19.1 Definition** - Seniority shall mean length of continuous employment by the
6 Medical Center, as follows:

7 A. For nurses who became nurses before January 1, 1987: commencing
8 with the most recent date of hire, and shall include service in non-nursing jobs.

9
10 B. For nurses who became nurses from and after January 1, 1987:
11 commencing with the date he/she became a nurse.

12
13 C. Seniority shall terminate upon the termination of employment, except for a
14 nurse who resigns his or her position in the bargaining unit and is rehired within twelve
15 (12) months of his or her resignation date.

16
17 **19.2 Seniority Lists** - The Medical Center will maintain and make available to nurses
18 and the Association a seniority list covering all nurses, and will update this list no less
19 often than quarterly.

20 21 **19.3 Vacancies**

22 A. Before filling a permanent vacancy in a nursing position covered by this
23 Agreement, the Medical Center shall electronically post a notice of vacancy for a period
24 of at least seven (7) calendar days. Such notice shall describe the open position
25 including shift and FTE and specify a time and manner by which employees may apply
26 for such position. The Medical Center shall investigate, analyze and determine the
27 ability and qualifications of each applicant for the position, and shall select the person
28 most qualified for the job. Where the Medical Center determines that two or more
29 applicants have the necessary qualifications and ability, seniority shall be the deciding
30 factor, unless the Medical Center determines that a less senior applicant has
31 substantially greater qualifications or ability. The Medical Center's determination of
32 qualifications and ability shall be controlling, provided that the Medical Center's
33 determination is not arbitrary and capricious.

1 B. The Medical Center may fill vacancies temporarily for up to 90 days, after
2 which the Medical Center will not fill the vacancy temporarily, except in emergency
3 situations, unless it posts a notice of vacancy. The period of temporary filling of a
4 vacancy shall not be considered in determining qualifications for such vacancy if it
5 becomes a permanent vacancy under Section 19.3a. The Medical Center may assign a
6 nurse temporary charge nurse responsibilities, without regard to the procedure in
7 Section 19.3, pending the filling of the vacancy permanently, or in compliance with the
8 recall provisions of Section 19.8.

9
10 C. If a nurse wants to continue in a job, shift and unit, but wants to increase
11 or decrease the number of scheduled days in the nurse's workweek, such change may
12 be made if the Medical Center agrees, subject to the following limitations:

13 1. The change is for one (1) day per week or less.

14
15 2. Any decreased scheduled time must first be filled, if the
16 Medical Center determines it to be necessary.

17
18 3. In filling scheduled time as a result of an increase or
19 decrease, the Medical Center may, as an alternative to Section 19.3a,
20 post the vacancy in the involved unit. Only nurses on the involved unit will
21 be eligible for such scheduled time. If more than one (1) eligible nurse
22 applies for such time, the most senior applicant will receive it, unless this
23 would result in scheduled overtime for the nurse.

24
25 4. A .6 FTE or .8 FTE nurse may increase the number of the
26 nurse's scheduled days to full-time status on the same job, shift and unit,
27 by applying in writing to the Human Resources Director for reclassification
28 to full-time status, in the following circumstances: (a) for a .8 FTE, if the
29 nurse has worked three (3) extra shifts in the same job, shift and unit, in
30 each of the three (3) consecutive schedule periods immediately preceding
31 the schedule period in which the application is made; or (b) for a .6 FTE, if
32 the nurse has worked six (6) extra shifts in the same job, shift and unit, in
33 each of the three (3) consecutive schedule periods immediately preceding

the schedule period in which the application is made. In either of these circumstances, the reclassification to full-time status will occur in the following posted schedule period, based on the timing of the application under Section 14.8, and the increased shifts will not be subject to posting as a vacancy.

19.5 Shift Cancellations - An extended layoff is defined as a layoff of more than one workday's duration, i.e., any layoff except a shift cancellation (also called stay home for low census). In case of shift cancellation in a unit, shift cancellations shall be in accordance with Appendix B.

19.6 Assignment in Lieu of Shift Cancellation - Notwithstanding the layoff-recall provisions of this Agreement, nurses subject to shift cancellation may be assigned available work elsewhere in the Medical Center for the duration of the shift as follows:

A. Each nurse employed as of April 19, 2011 has previously indicated or may at any future time indicate, in writing, whether he or she is willing to float in a helping hands capacity. Such nurses may not later choose not to float. Any such nurse who has not indicated that he/she will float will not be required by the Medical Center to float. The Medical Center may require any nurse hired after April 19, 2011 to float in a helping hands capacity. Floating as Helping Hands: Helping hands means that the nurse is expected to help out but does not take a patient care assignment.

B. A nurse who has agreed to float (as outlined in paragraph a) or who is hired after April 19, 2011 will receive 50% of the hours in which the nurse was floated as credit toward his or her Mandatory Low Census (as set forth in Appendix B).

C. Notwithstanding the above provisions, the Medical Center will endeavor to minimize floating when reasonably feasible. When the Medical Center determines that floating is needed:

1. Nurses will receive or have been previously given orientation needed to work on the unit, including the layout of the unit, codes and passwords, and location of supplies.

2. Nurses will generally be floated on a rotational basis. All nurses who float will be PMAB trained.

3. The Medical Center will make reasonable efforts not to regularly float a nurse on a 12-hour shift to more than one unit per shift.

19.7 Temporary Work While on Layoff - The Medical Center shall maintain a list of all nurses on layoff according to seniority. The most senior qualified nurse on this layoff list shall be offered first opportunity to perform available temporary work, if the nurse requests such opportunity, until such time as the nurse withdraws such request. Such preferential opportunity will be offered in accordance with the procedures of the following subparagraphs:

A. Offers of such work will be made by telephone.

B. If the offer of available work is for work in his or her former job, shift and unit, and the nurse declines the offer, the nurse will be treated as having withdrawn the request for such preferential opportunity until the following week. For purposes of this paragraph, a week is from 0001 on Sunday through 2359 on Saturday.

C. The nurse may decline the offer of available work if it is different from his or her former job, shift and unit, and retain the same position on the layoff list. Alternatively, the nurse may accept the offered work if it is different from his or her former job, shift and unit, and shall still be considered to be on layoff for purposes of future recall rights under the next paragraph.

D. If the Medical Center cannot reach the nurse by telephone or the nurse declines the offer, the Medical Center may offer such work to the remaining qualified nurses on the layoff list, in accordance with this paragraph, in order of seniority.

E. When the Medical Center cannot reach a nurse by telephone to offer such work, (1) the nurse's preferential opportunity under this paragraph will continue with respect to temporary work which becomes available in the subsequent days of the week, if such work has not previously been offered to and accepted by another nurse,

1 and (2) no more than a week of a particular job, shift and unit will be offered to other
2 nurses until the Medical Center has tried on a subsequent day to reach the nurse to
3 offer the following week(s) of such work.
4

5 F. After the above procedures, as applicable, have been followed, nothing in
6 this Agreement shall preclude the Medical Center from offering temporary work to any
7 nurse.
8

9 **19.8 Insurance While On Layoff** - The Medical Center will pay its share of the
10 insurance premium for a nurse on the layoff list, for the remainder of the calendar month
11 in which the layoff occurs and the immediately following calendar month. Otherwise,
12 the nurse will not accrue any benefits while on layoff.
13

14 **19.9 Effect of Long Term Layoff** - If a nurse has been on the layoff list and has not
15 performed available nursing work for twelve (12) months, the nurse's seniority and
16 reemployment rights will terminate.
17

18 **ARTICLE 20 - REDUCTION IN FORCE**

19 **20.1** A reduction in force is defined as the involuntary elimination of a regular nurse's
20 position or an involuntary reduction of a regular nurse's scheduled hours or shifts.
21

22 **20.2** For purposes of this article, "qualified" means that the nurse is able to be
23 precepted on site at The Medical Center up to six weeks of assuming the new role or
24 position.
25

26 **20.3** If The Medical Center determines that a reduction in force as defined in Section
27 A of this article is necessary, a minimum of 45 days notice will be given to the
28 Association detailing purpose and scope of the reduction and the likely impacted unit or
29 units, shifts, and positions. The Medical Center will provide the Association with a list of
30 open RN positions at The Medical Center and, at the request of the Association, at any
31 other Providence facilities within Oregon. An "open position" is any position for which
32 the facility is still accepting applications.

1 **20.4** Upon notice to the Association, representatives of The Medical Center and the
2 Association will meet to discuss scope of the reduction and the likely impacted unit or
3 units, shifts, and positions as well as options for voluntary lay-offs (including requests
4 for voluntary layoff), reduction of the scheduling of intermittently employed nurses,
5 conversion from regular nurse status to an intermittently employed nurse and FTE
6 reductions (full-time nurses going to part-time status). The Medical Center will consider
7 the options suggested by the Association, but will not be required to implement the
8 suggested options.

9
10 **20.5** If after meeting with the Association, The Medical Center determines that a
11 reduction in force is still needed the nurse or nurses on the unit or units to be impacted
12 will be given a minimum of 30 days notice. If there are any posted RN positions within
13 The Medical Center at the time of a reduction in force, The Medical Center will wait to fill
14 such positions with an external applicant until it has become clear which nurses will be
15 impacted by the reduction in force (either laid off or displaced into another position), and
16 those nurses have had an opportunity to apply for those positions. The Medical Center
17 may immediately post and fill nursing positions if either (1) it is apparent that the nurses
18 likely to be impacted by the reduction in force are not qualified for the open position or
19 (2) The Medical Center has an urgent need to fill the position for patient care reasons.
20 The Medical Center will inform other employers within Providence-Oregon of the
21 existence of the reduction in force, and request that they consider hiring the impacted
22 nurses, if any, for any open positions.

23
24 **20.6** Upon notification to the impacted nurse or nurses on the unit or units The
25 Medical Center will displace the nurses in the following manner. Where more than one
26 nurse is to be impacted in a unit or units, the impacted nurses will progress through
27 each step of the process as a group so that the nurse or nurses with the most seniority
28 will have the first choice of displacement options and progress in a manner so that the
29 nurse or nurses with the least seniority will have the least options.

30 A. The nurse or the nurses with the least seniority as defined in Article 19
31 among the nurses in the shift or shifts of the patient care unit or units where such action
32 occurs, will be displaced from his/her position provided that the nurse or nurses who
33 remain are qualified to perform the work. The displaced nurse or nurses whose position

1 is taken away will become the displaced nurse or nurses for the purposes of the
2 following subsections and will then have the following options:

3
4 B. Any initially displaced nurse may choose to fill a vacant position in the
5 bargaining unit if he or she is qualified for that position.

6
7 C. Any initially displaced nurse may, within seven (7) calendar days of his or
8 her notification of the layoff, choose to accept layoff with severance pay in lieu of further
9 layoff rights or options. Such severance pay will be based on the severance policy
10 applicable to non-represented employees then in effect, except that the nurse will
11 receive severance payments equal to seventy-five percent (75%) of the severance
12 wages available to non-represented employees with the same number of years of
13 service as the nurse. In order to receive severance payments, the nurse will be
14 required to sign The Medical Center's standard severance agreement that includes a
15 release of all claims (including the right to file any grievance relating to the nurse's
16 selection for layoff). Any nurse who chooses severance (including a nurse who
17 chooses severance and then refuses to sign the severance agreement) forfeits any
18 further rights under this Article. Severance is not available to nurses who become
19 displaced due to the application of the "bumping rights" described below.

20
21 D. If he or she does not accept severance, the displaced nurse or nurses will
22 take the position of the least senior regular nurse in their same patient care unit or units,
23 regardless of shift, provided he or she is qualified to perform the work of that position
24 (the nurse or nurses whose position is thus taken will become the displaced nurse or
25 nurses for the purposes of the following subsections); or

26
27 E. The displaced nurse or nurses will take the position of the least senior
28 regular nurse or nurses in the bargaining unit, provided he or she is qualified to perform
29 the work of the position. For this sub-section only a nurse is qualified to perform the
30 work of a position if he or she has held a regular position performing the duties of that
31 position at The Medical Center within the two years immediately prior to the date The
32 Medical Center provided notice to the Association of the need for a reduction in force.

(The nurse or nurses whose position is thus taken will become the displaced nurse for purposes of the following subsection); or

F. The displaced nurse will be laid off.

20.7 In the event The Medical Center undergoes a layoff and a position exists in a unit affected by the layoff that requires special skills and/or competencies which cannot be performed by other more senior nurses in that unit, The Medical Center will notify the Association of the need to potentially go out of seniority order. The parties agree to promptly meet and discuss the unit, scope of layoff, the job skills required, and how to address the situation in order to protect seniority rights and care for patients. In analyzing the special skills and/or competencies, the ability to provide training to more senior nurses will be considered. Special skills and competencies will not include a specific academic degree, non-mandatory national certifications, disciplinary actions or work plans.

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

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.

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

5
6 In the event a unit reorganization involves reductions in FTEs, the reduction in force
7 procedures outlined in this Article 20 shall be followed.

8 9 **ARTICLE 21A - PAID LEAVE**

10 The following provisions apply to nurses employed on or before April 19, 2011:

11
12 **21.1 Paid Leave** - Time off with pay for vacations, holidays, sickness, personal
13 emergency or other reason is called paid leave. Paid leave has two parts--paid time off
14 (PTO) hours and Extended Illness Bank (EIB) hours.

15
16 Paid leave is a plan to give each Registered Nurse more leisure time off with pay. In
17 comparison with the traditional vacation, holidays, and pay for sick days, paid leave
18 provides paid days for a nurse to use as he or she wishes, plus additional protection for
19 extended absences due to illness or injury.

20 21 **21.2 Paid Time Off (PTO) Accrual**

22 A. A nurse accumulates PTO hours each pay period starting with the first
23 hour of work. However, no nurse is entitled to payment for, or use of, PTO hours until
24 completion of the introductory period, except in cases of mandatory low census (if
25 requested by the nurse).

26
27 B. PTO hours can be used for a vacation, holiday, sickness, or any other
28 reason desired, but may only be taken for hours on regularly scheduled shifts. PTO
29 benefit hours accumulate on a hours paid basis. For every hour a nurse is paid,
30 whether it is a regular work hour (including overtime), or a non-work paid hour such as
31 bereavement leave, educational leave, or paid leave itself, the nurse accumulates PTO
32 credit. However, there is no PTO accrual for on-call time, or for PTO that is "cashed

out” on termination PTO benefit hours will also accumulate during the unpaid hours of a shift which has been canceled.

All full time and part time Nurses will accrue PTO as follows:

Continuous employment	Accrual Rate	Annual accrual based on 2,080 hours	Maximum accrual
Less than 5 years	.09231	192	288
At least 5 but less than 10 years	.10769	224	348
At least 10 but less than 15	.12307	256	408
15 or more years	.13461	280	408

21.3 PTO Scheduling - Scheduled PTOs or unpaid time off shall be scheduled in accordance with the scheduling procedures in Section 14.9. In case of illness, accident, or emergencies, PTO hours, or unpaid time off, may be taken without prior scheduling. Scheduled PTO hours or unpaid time off must be used in a block of at least eight (8) hours. Unscheduled PTO hours or unpaid time off (illness, accident, and personal emergencies, for example, emergency doctor appointment, family illness, or funeral) can be used in less than eight hour blocks. A nurse may utilize scheduled unpaid time off, rather than use PTOs, in accordance with Section 21.8.

21.4 PTO Request Procedure - Should the Medical Center be unable to find adequate coverage for a nurse’s requested scheduled PTOs or requested scheduled unpaid time off, a nurse’s request for PTO hours or unpaid time off may be denied even though a nurse has given the required advance notice under Section 14.9. A decision to deny a request will be made no later than the third (3rd) day before the schedule’s posting deadline. Prior to the date the schedule is posted, the Medical Center will attempt to notify the nurse of the action on the request. If a request is granted for a block of PTOs of five consecutive workdays or more, the nurse will not be scheduled to work during that time period without the nurse's consent. Once approved and scheduled, a nurse’s PTOs or unpaid time off shall not be unilaterally changed by the Medical Center. If more than one nurse in a unit asks for the same time off, and gives

1 the required advance notice under the scheduling article, but the operational and
2 staffing needs of the Medical Center will not allow all such nurses to take this time off,
3 the nurse(s) with the longer continuous employment of any type by the Medical Center,
4 commencing with the most recent date of hire, will be given preference; except as
5 provided below with respect to certain "priority" requests. Where the time off requested
6 is for New Year's Day, Thanksgiving, or Christmas, a nurse who received that holiday
7 off in the previous year may not use the preference provided for in the preceding
8 sentence. If a nurse is denied requested time off but is able to find coverage before the
9 8th day after posting of the schedule and provides the nurse's manager with written
10 commitment from the other nurses of such coverage, the nurse shall be granted the
11 time off. The nurse working the shift will be eligible for the extra shift premium under
12 Appendix A, Section E, but is subject to the conditions of Appendix B.

13
14 **21.5 PTO Priority Requests** - When "priority" requests for a block of PTOs of seven
15 consecutive calendar days or more are submitted to the Medical Center in writing at
16 least four (4) months but not more than six (6) months in advance of the posting
17 deadline for the schedule containing the beginning of such block, the relative length of
18 continuous employment will not be relevant except as specified below in this section.

19 A. "Priority" requests are those where it is extremely important that the nurse
20 in question actually be scheduled for the PTOs requested, due to events requiring
21 definite scheduling commitments, such as family reunions, graduations, advance airline
22 reservations or travel tour bookings, vacations during the same time period as a
23 spouse's or other relative's pre-scheduled vacation, and the like.

24
25 B. A nurse will be eligible for this "priority" request procedure only if the nurse
26 has, on the request date, sufficient PTO accrual to cover the requested time off, or is
27 expected to have such accrual, based on the nurse's accrual level, when the requested
28 time off would occur.

29
30 C. The Medical Center will inform the nurse no later than one month after
31 receiving the priority request whether the requested PTOs will be granted or denied.

1 D. If two (2) or more nurses make “priority” requests under this paragraph for
2 the same days, and not all such requests can be accommodated, the request received
3 on the earliest date will be given preference, except that, in the case of requests
4 received on the same date, the nurse with the longer continuous employment by the
5 Medical Center of any type, commencing with the most recent date of hire, will be given
6 preference. Such longer continuous employment preference may not be exercised
7 more than once in any two (2) consecutive calendar years.

8
9 E. Nurses may not priority request the same holiday off in a two year cycle
10 nor may they priority request the days between Christmas Eve and New Year’s Day
11 and/or the week of Spring Break.

12
13 **21.6 Holidays** - In a department that is “closed” on a designated holiday (New Year’s
14 Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas) for routine
15 patient care or elective cases, but may provide nursing care on an urgent or emergency
16 basis, the following will apply:

17 A. A nurse will not be required to use PTO if (1) the nurse works in a unit that
18 is normally scheduled only Monday through Friday; (2) the unit is closed for the holiday;
19 and (3) the Medical Center places the nurse on standby for the holiday.

20
21 B. Full-time nurses who normally work a five (5) day a week position, and
22 who do not normally work on holidays, may request PTO on such holiday.

23
24 C. Part-time nurses will be scheduled for their normal number of scheduled
25 hours in the holiday week, with the holiday considered as one of their regular days off,
26 unless the nurse requests PTO for the holiday in accordance with 12.9, 16.2b, and 16.4.

27
28 D. Being on standby call on the holiday will not affect PTO eligibility under
29 this section.

30
31 **21.7 Conditions For Paid Time** - All scheduled or unscheduled PTO hours taken
32 shall be with pay. All scheduled or unscheduled time off taken by an RN, except to the
33 extent specified to the contrary below, shall be paid time off.

21.8 Taking Unpaid Time Off

A. An RN can take only the following time off, if desired, without pay, in order to conserve her/his existing PTO entitlement:

1. Leaving early (with supervisory approval).
2. Supervisory reduction in force (temporary layoff, shift cancellation or layoff for part of shift).
3. Time spent in collective bargaining negotiations.

21.9 Finding Replacements - Any nurse exercising her/his option to find an acceptable replacement for a scheduled shift (and who does not merely trade shifts with the replacement employee during the same work week) will take PTO pay for this time off and such trade cannot result in overtime or other premium payments.

21.10 PTO Accrual and Shift Cancellation - An RN may occasionally have a shift canceled, or be requested to go home for part of a shift, due to lack of work. Sometimes the nurse may be requested to stay on an on-call basis at home. In such shift cancellations or layoffs for a portion of a shift, the RN will continue to accrue PTO and EIB hours for the canceled hours in the shift. He or she shall have the option of taking such canceled hours as unpaid time off or PTOs. If the nurse chooses to take these canceled hours of a shift as PTOs and is requested by the Medical Center to stay "on-call" for these hours as well, any PTO pay shall be in addition to on-call pay.

21.11 Computation of PTO Pay - Compensation for PTO hours will be at the straight-time rate of pay.

A. For nurses not in variable shift positions, it will include shift differentials or other sorts of premium pay (e.g., Charge nurse pay) for those nurses regularly working more than eighty percent (80%) of their time on shifts or in jobs which receive such premium pay.

B. For nurses in variable shift positions, the only premium rate that will be included in PTO pay will be certification premium which would have been payable to the

nurse if the nurse had worked such hours. However, at the beginning of each calendar year, the Medical Center will determine the percentage of the nurse's time worked during the preceding calendar year on shifts for which shift premium or a special job premium (Charge nurse or acting head nurse) was paid. If the percentage is more than eighty percent (80%) of their time on shifts or in jobs which receive such premium pay, then a supplemental payment will be issued for such premium pay, as applicable, for PTO taken during the preceding calendar year.

21.12 PTO Benefit Year - The paid leave benefit year will commence January 1 of each year and end December 31 of each year. There shall be no minimum number of PTO days which an RN must take each benefit year.

21.13 Extended Illness Bank (EIB) Defined - Another benefit of paid leave is the extended illness bank (EIB). EIB hours are intended to be used only in cases of disability due to extended illness or accident. Therefore, they can only be used after a nurse has been ill or disabled for three (3) consecutive working days (two (2) consecutive working days for nurses regularly scheduled to work 12-hour shifts), for scheduled hours missed after said working days; or earlier for scheduled hours missed from the first day of hospitalization, including being in the Medical Center for day surgery. The accrual and computation of pay conditions for EIB hours are the same as for PTOs (see Sections 21.2 and 21.11).

Nurses who have 240 or more hours of EIB may use EIB hours for illnesses of less than three (3) working days following a waiting period of the shorter of three consecutive scheduled work shifts or 24 consecutive scheduled hours.

21.14 EIB Accrual - For every hour paid, .027 EIB hours are accumulated by both full-time and part-time employees. This amounts to approximately seven (7) days per year for full-time employees. EIBs can accumulate to a maximum of 720 hours, or ninety (90) days.

21.15 EIB Use - Any nurse utilizing EIBs will be required to provide a physician's statement to the Medical Center which details the beginning and ending dates of the

1 disability due to accident or illness, and the nature of the disability, to be eligible for EIB
2 payments. RNs eligible for first day use of EIBs must provide such a physician's
3 statement for such disabilities lasting three or more days.

4
5 Upon ratification, the Medical Center will offer each nurse a one-time transfer of up to
6 36 hours of EIB time to his or her PTO bank, subject to the reasonable time limits as set
7 by the Medical Center.

8
9 **21.16 Other Leaves** - PTO and EIB hours are paid leave hours designed to substitute
10 for sick leave, vacation and holidays. Educational leave, unpaid medical or personal
11 convenience leaves of absence, bereavement leave, jury duty and witness leave, and
12 so forth, shall continue to be available to nurses, and administered by the Medical
13 Center as in the past, according to the provisions of this Agreement.

14
15 **21.17 Cashout of PTO on Termination** - Upon termination of employment, an RN
16 shall be paid for all unused PTOs at the RN's straight-time rate of pay, including
17 premium pay when applicable, provided the RN is not within the first 90 days of
18 continuous employment. An RN shall not be reimbursed for unused days in the
19 Extended Illness Bank.

20
21 **21.18 Workers' Compensation** - PTO may be used in addition to receiving workers'
22 compensation benefits if EIT is not available, up to a combined total of PTO, EIB (if
23 any), and workers' compensation benefits that does not exceed two-thirds (2/3) of the
24 nurse's straight-time pay for the missed hours.

25
26 **21.19 Effect of PTO/EIB Payment** - Once PTO or EIB is paid to a nurse, it will not be
27 transferred back to the nurse's PTO or EIB account.

28 29 **ARTICLE 21B - PAID LEAVE**

30 The following provisions apply to nurses hired after April 19, 2011. A nurse hired on or
31 before April 19, 2011 may elect at any time that these provisions will apply to him or her,
32 and once elected shall apply to that nurse for the remainder of the nurse's employment
33 with the Medical Center:

21.1 Paid Time Off - Time off with pay for vacations, holidays, sickness, personal emergency or other reason is called paid leave. Paid leave has two parts--paid time off (PTO) hours and Extended Illness Time (EIT) hours. Except for unexpected illness or emergencies, PTO should be scheduled in advance.

Paid leave is a plan to give each Registered Nurse more leisure time off with pay. In comparison with the traditional vacation, holidays, and pay for sick days, paid leave provides paid days for a nurse to use as he or she wishes, plus additional protection for extended absences due to illness or injury.

21.2 Paid Time Off (PTO) Accrual

A. All full time and part time Nurses will accrue PTO as follows:

Continuous employment	Accrual Rate	Annual accrual based on 2,080 hours	Maximum accrual
Less than 5 years	.0924	192	288
At least 5 but less than 10 years	.1116	232	348
At least ten	.1308	272	408

B. A paid hour subparagraph a above will include only hours directly compensated by the Medical Center, and mandatory days off, and will exclude standby hours, hours compensated through third parties, hours paid in lieu of notice of termination, or hours while not classified as a benefit-eligible nurse. A paid hour includes hours taken as PTO and EIT. Notwithstanding the prior provision, a nurse will not accrue PTO on any hours above 2,080 per year.

C. **PTO Use.** Accrued PTO may be used in the pay period following completion of six (6) months of employment and then in or after the pay period following the pay period when accrued, except with respect to use on observed holidays as provided in below.

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

1. When a nurse is on a mandatory day off, by making the appropriate entry on the nurse's timecard; or

2. For military leaves of absence under federal leave laws.

PTO may be used in addition to receiving workers' compensation benefits if EIT is not available, up to a combined total of PTO, EIT (if any), and workers' compensation benefits that does not exceed two-thirds (2/3) of the nurse's straight-time pay for the missed hours.

PTO may not be used when the nurse is eligible for Medical Center compensation in connection with paid bereavement leave, jury duty, witness service, or EIT.

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

1. Upon termination of employment, if the nurse has been employed for at least six (6) months and, in cases of resignation, if the nurse has also provided two (2) weeks' notice of intended resignation;

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

21.3 PTO Scheduling - Scheduled PTOs or unpaid time off shall be scheduled in accordance with the scheduling procedures in Section 14.9. In case of illness, accident, or emergencies, PTO hours, or unpaid time off, may be taken without prior scheduling. Scheduled PTO hours or unpaid time off must be used in a block of at least eight (8) hours. Unscheduled PTO hours or unpaid time off (illness, accident, and personal emergencies, for example, emergency doctor appointment, family illness, or funeral) can be used in less than eight hour blocks. A nurse may utilize scheduled unpaid time off, rather than use PTOs, in accordance with Section 21.8.

1 **21.4 PTO Request Procedure** - Should the Medical Center be unable to find
2 adequate coverage for a nurse's requested scheduled PTOs or requested scheduled
3 unpaid time off, a nurse's request for PTO hours or unpaid time off may be denied even
4 though a nurse has given the required advance notice under Section 14.9. A decision
5 to deny a request will be made no later than the third (3rd) day before the schedule's
6 posting deadline. Prior to the date the schedule is posted, the Medical Center will
7 attempt to notify the nurse of the action on the request. If a request is granted for a
8 block of PTOs of five consecutive workdays or more, the nurse will not be scheduled to
9 work during that time period without the nurse's consent. Once approved and
10 scheduled, a nurse's PTOs or unpaid time off shall not be unilaterally changed by the
11 Medical Center. If more than one nurse in a unit asks for the same time off, and gives
12 the required advance notice under the scheduling article, but the operational and
13 staffing needs of the Medical Center will not allow all such nurses to take this time off,
14 the nurse(s) with the longer continuous employment of any type by the Medical Center,
15 commencing with the most recent date of hire, will be given preference; except as
16 provided below with respect to certain "priority" requests. Where the time off requested
17 is for New Year's Day, Thanksgiving, or Christmas, a nurse who received that holiday
18 off in the previous year may not use the preference provided for in the preceding
19 sentence. If a nurse is denied requested time off but is able to find coverage before the
20 8th day after posting of the schedule and provides the nurse's manager with written
21 commitment from the other nurses of such coverage, the nurse shall be granted the
22 time off. The nurse working the shift will be eligible for the extra shift premium under
23 Appendix A, Section E, but is subject to the conditions of Appendix B.

24
25 **21.5 PTO Priority Requests** - When "priority" requests for a block of PTOs of seven
26 consecutive calendar days or more are submitted to the Medical Center in writing at
27 least four (4) months but not more than six (6) months in advance of the posting
28 deadline for the schedule containing the beginning of such block, the relative length of
29 continuous employment will not be relevant except as specified below in this section.

30 A. "Priority" requests are those where it is extremely important that the nurse
31 in question actually be scheduled for the PTOs requested, due to events requiring
32 definite scheduling commitments, such as family reunions, graduations, advance airline

1 reservations or travel tour bookings, vacations during the same time period as a
2 spouse's or other relative's pre-scheduled vacation, and the like.

3
4 B. A nurse will be eligible for this "priority" request procedure only if the nurse
5 has, on the request date, sufficient PTO accrual to cover the requested time off, or is
6 expected to have such accrual, based on the nurse's accrual level, when the requested
7 time off would occur.

8
9 C. The Medical Center will inform the nurse no later than one month after
10 receiving the priority request whether the requested PTOs will be granted or denied.

11
12 D. If two (2) or more nurses make "priority" requests under this paragraph for
13 the same days, and not all such requests can be accommodated, the request received
14 on the earliest date will be given preference, except that, in the case of requests
15 received on the same date, the nurse with the longer continuous employment by the
16 Medical Center of any type, commencing with the most recent date of hire, will be given
17 preference. Such longer continuous employment preference may not be exercised
18 more than once in any two (2) consecutive calendar years.

19
20 E. Nurses may not priority request the same holiday off in a two year cycle
21 nor may they priority request the days between Christmas Eve and New Year's Day
22 and/or the week of Spring Break.

23
24 **21.6 Holidays** - In a department that is "closed" on a designated holiday (New Year's
25 Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas) for routine
26 patient care or elective cases, but may provide nursing care on an urgent or emergency
27 basis, the following will apply:

28 A. A nurse will not be required to use PTO if (1) the nurse works in a unit that
29 is normally scheduled only Monday through Friday; (2) the unit is closed for the holiday;
30 and (3) the Medical Center places the nurse on standby for the holiday.

31
32 B. Full-time nurses who normally work a five (5) day a week position, and
33 who do not normally work on holidays, may request PTO on such holiday.

1 C. Part-time nurses will be scheduled for their normal number of scheduled
2 hours in the holiday week, with the holiday considered as one of their regular days off,
3 unless the nurse requests PTO for the holiday in accordance with 12.9, 16.2b, and 16.4.
4

5 D. Being on standby call on the holiday will not affect PTO eligibility under
6 this section.
7

8 **21.7 Conditions For Paid Time** - All scheduled or unscheduled PTO hours taken
9 shall be with pay. All scheduled or unscheduled time off taken by an RN, except to the
10 extent specified to the contrary below, shall be paid time off.
11

12 **21.8 Taking Unpaid Time Off**

13 A. An RN can take only the following time off, if desired, without pay as
14 follows:

- 15 1. Leaving early (with supervisory approval).
16
- 17 2. Supervisory reduction in force (temporary layoff, shift
18 cancellation or layoff for part of shift).
19
- 20 3. Time spent in collective bargaining negotiations.
21

22 **21.9 Finding Replacements** - Any nurse exercising her/his option to find an
23 acceptable replacement for a scheduled shift (and who does not merely trade shifts with
24 the replacement employee during the same workweek) will take and such trade cannot
25 result in overtime or other premium payments.
26

27 **21.10 Computation of PTO Pay** - Compensation for PTO hours will be at the straight-
28 time rate of pay.

29 A. For nurses not in variable shift positions, it will include shift differentials or
30 other sorts of premium pay (e.g., charge nurse pay) for those nurses regularly working
31 more than eighty percent (80%) of their time on shifts or in jobs which receive such
32 premium pay.

1 B. For nurses in variable shift positions, the only premium rate that will be
2 included in PTO pay will be certification premium which would have been payable to the
3 nurse if the nurse had worked such hours. However, at the beginning of each calendar
4 year, the Medical Center will determine the percentage of the nurse's time worked
5 during the preceding calendar year on shifts for which shift premium or a special job
6 premium (charge nurse) was paid. If the percentage is more than eighty percent (80%)
7 of their time on shifts or in jobs which receive such premium pay, then a supplemental
8 payment will be issued for such premium pay, as applicable, for PTO taken during the
9 preceding calendar year.

10
11 **21.11 PTO Benefit Year** -The paid leave benefit year will commence January 1 of
12 each year and end December 31 of each year. There shall be no minimum number of
13 PTO days which an RN must take each benefit year.

14
15 **21.12 Other Leaves** - PTO and EIB hours are paid leave hours designed to substitute
16 for sick leave, vacation and holidays. Educational leave, unpaid medical or personal
17 convenience leaves of absence, bereavement leave, jury duty and witness leave, and
18 so forth, shall continue to be available to nurses, and administered by the Medical
19 Center as in the past, according to the provisions of this Agreement.

20
21 **21.13 Extended Illness Bank (EIB) Defined** - Another benefit of paid leave is the
22 extended illness bank (EIB). EIB hours are intended to be used only in cases of
23 disability due to extended illness or accident. Therefore, they can only be used after a
24 nurse has been ill or disabled for three (3) consecutive working days (two (2)
25 consecutive working days for nurses regularly scheduled to work 12-hour shifts), for
26 scheduled hours missed after said working days; or earlier for scheduled hours missed
27 from the first day of hospitalization, including being in the hospital for day surgery.
28 However, nurses who have accumulated over 240 EIB hours may use these hours for
29 illnesses of less than three (3) working days. The accrual and computation of pay
30 conditions for EIB hours are the same as for PTOs (see Sections 21.2 and 21.10).

31
32 **21.14 EIB Accrual** - For every hour paid, .027 EIB hours are accumulated by both
33 full-time and part-time employees. This amounts to approximately seven (7) days per

1 year for full-time employees. EIBs can accumulate to a maximum of 720 hours, or
2 ninety (90) days.

3
4 **21.15 EIB Use** - Any nurse utilizing EIBs will be required to provide a physician's
5 statement to the Hospital which details the beginning and ending dates of the disability
6 due to accident or illness, and the nature of the disability, to be eligible for EIB
7 payments.

8 9 **ARTICLE 22 - LEAVES OF ABSENCE**

10 Nurses will be eligible to participate in the Medical Center's leave of absence policy then
11 in effect. If, during the term of this Agreement, the Medical Center intends to change
12 the leave of absence policy as it affects nurses, it will give the Association 30 days'
13 written notice and meet, if requested.

14 15 **ARTICLE 23 - BEREAVEMENT LEAVE**

16 The Medical Center will provide up to three (3) days' paid leave to a nurse for time lost
17 from scheduled days of work for purposes related to the death of a member of the
18 immediate family (provided that the leave is taken within a reasonable time of the family
19 member's death). Immediate family is defined as a spouse, sister, brother, daughter,
20 son, stepchild, mother, father, grandparent, grandchild, mother-in-law, father-in-law,
21 spouse of the nurse's child, or other person whose association with the nurse was, at
22 the time of death, equivalent to any of these relationships. Bereavement leave will also
23 be available in situations where a legal guardianship exists.

24 25 **ARTICLE 24 – EMPLOYMENT STATUS**

26 **24.1 Discipline.** The Medical Center shall have the right to suspend, discharge and
27 discipline nurses for proper cause. Disciplinary action may include verbal warning,
28 written warning, or discharge. These forms of discipline will generally be used
29 progressively, but the Medical Center may bypass one or more of these disciplinary
30 steps. Disciplinary action will be conveyed in a private manner.

31
32 **24.2 Individual Work Plans.** Work plans are not disciplinary actions. The goal of a
33 work plan is to provide a tool to enable a nurse to develop skills and/or improve

1 performance. Work plans will outline job requirements, performance expectations, and
2 objectives. The Hospital will seek input from a nurse in the development of a plan, but
3 the parties acknowledge that the Hospital has the right to determine when to implement
4 a plan and to decide on the terms set forth in the development or work plan. If a plan is
5 in place and there is a significant change in circumstances (e.g., significant change in
6 workload or assignment), the nurse may request an adjustment to the plan to address
7 the changed circumstances.

8
9 **24.3 Personnel File.** A nurse may review the contents of his/her personnel file upon
10 request, in accordance with ORS 652.750. A nurse will also be permitted to submit to
11 his/her personnel file a written rebuttal or explanation, which will be included with any
12 documentation of discipline or discharge.

13
14 **24.4 Exit Interview.** A nurse shall, if he or she so requests, be granted an interview
15 upon the termination of the nurse's employment.

16
17 **24.5 Assignment.** A nurse who is scheduled to work shall not be assigned to other
18 than that nurse's scheduled working assignment because of the use of unscheduled
19 nurses. The preceding sentence shall not apply if it would result in a nurse in the latter
20 category being assigned to work for which such nurse is not qualified; however, when
21 such nurse(s) is needed, the Medical Center shall make a reasonable effort to obtain a
22 nurse who is qualified.

23
24 **24.6 Mandatory Education.** Nurses shall make reasonable efforts to complete
25 mandatory education (such as HealthStream) and the annual nursing evaluation during
26 regularly scheduled shifts. A nurse who is finding it difficult to find adequate
27 uninterrupted time away from patient care duties to complete mandatory education or
28 the nursing evaluation may bring this difficulty to the attention of his or her manager
29 and/or nursing supervisor. The nurse and the manager will then work together to
30 schedule a reasonable amount of paid time away from patient care, consistent with
31 patient care needs, for the nurse to complete the education or evaluation. This may
32 include during periods of low census, with the approval of the nurse's manager and/or
33 nursing supervisor.

1 **ARTICLE 25 - CHANGES DURING TERM OF AGREEMENT**

2 All matters not covered by this Agreement shall be administered by the Medical Center
3 on a unilateral basis, pursuant to its management rights, during the term of this
4 Agreement without further collective bargaining with the Association; provided that if the
5 Medical Center is considering making a change in any such matter, which involves a
6 mandatory subject of collective bargaining, and which would have a significant adverse
7 impact on unit nurses, the Medical Center will offer to negotiate with the Association
8 about such change prior to implementing it.

9
10 **ARTICLE 26 - MODIFICATION**

11 Subject to the reopener provision in Section 11.11 of this Agreement. no provision or
12 term of this Agreement may be amended, modified, changed, altered, or waived except
13 by written document executed by the parties hereto. This written document, including
14 any side letters of agreement, expresses the entire agreement between the parties.

15
16 **ARTICLE 27 - SAVINGS CLAUSE**

17 Should any provision of this Agreement become invalid under any Federal or State law
18 or final judicial or administrative agency determination, the provision or provisions so
19 affected shall either be automatically conformed to the requirements of law, or
20 renegotiated by the parties, and this Agreement shall otherwise continue in full force
21 and effect.

22
23 **ARTICLE 28 - DURATION AND TERMINATION**

24 This Agreement shall be effective from its date of ratification, except as specifically
25 provided otherwise in the Agreement, and shall continue in full force and effect to and
26 including December 31, 2016 and shall be automatically renewed from year to year
27 thereafter unless either party gives written notice by registered or certified mail to the
28 other not less than ninety (90) days prior to the expiration date hereof or any
29 anniversary expiration date that it desires to modify, change or amend this Agreement.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this
2 4th day of March, 2015.

For Oregon Nurses Association

C Coleman ✓

Chris Coleman

Sharon Candito

Sharon Candito

Val Rowland-Mallister R.N.

Val Rowland

Jay Formick

Jay Formick

Jaime Newman

Jaime Newman, ONA

For Providence Willamette Falls

Patricia Markesino

Patricia Markesino

Linnea Roberts

Linnea Roberts

Angela Campagna

Angela Campagna

Patti Langdon

Patti Langdon

3

APPENDIX A

A. WAGE RATES

The following are the step rates of pay of all nurses employed under the terms of this Agreement. The rates set forth in the chart below will take effect the first full pay period that contains the date listed.

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

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

Prior to making the across the board increases, the Medical Center will add a new step 12 at the rate of \$44.73 per hour, and a new step 16 at the rate of \$46.17 per hour.

Those new steps will then be adjusted by the across the board increases.

	Current 7/1/14	1/1/2015 1.5%	1/1/2016 2.25%
Start	34.67	35.19	35.98
1	36.99	37.54	38.39
2	38.06	38.63	39.50
3	39.37	39.96	40.86
4	41.01	41.63	42.56
5	42.75	43.39	44.37
6	43.02	43.67	44.65
8	43.51	44.16	45.16
9	43.76	44.42	45.42
10	44.02	44.68	45.69
13	45.08	45.76	46.79
15	45.8	46.49	47.53
18	46.91	47.61	48.68
20	48.13	48.85	49.95
21	48.61	49.34	50.45
22	48.84	49.57	50.69
25	50.05	50.80	51.94

1 Once a nurse is placed at a step, movement to the next step will be as follows: (a) A
2 nurse will be eligible for the 1, 2, 3, 4, 5, or 6 year steps after one (1) year at the
3 immediately preceding step. (b) A nurse will be eligible for the 8 year step after
4 completion of eight (8) consecutive years of employment by the Medical Center as a
5 nurse, or after completion of two (2) such years at the 6 year step, whichever occurs
6 sooner. (c) A nurse will be eligible for the 9 year step after completion of nine (9)
7 consecutive years of employment by the Medical Center as a nurse, or after completion
8 of one (1) such year at the 8 year step, whichever occurs sooner. (d) A nurse will be
9 eligible for the 10 year step after completion of ten (10) consecutive years of
10 employment by the Medical Center as a nurse, or after completion of one (1) such years
11 at the 9 year step, whichever occurs sooner. (e) A nurse will be eligible for the 12 year
12 step after completion of twelve (12) consecutive years of employment by the Medical
13 Center as a nurse, or after completion of two (2) such years at the 10 year step,
14 whichever occurs sooner. (f) A nurse will be eligible for the 13 year step after
15 completion of thirteen (13) consecutive years of employment by the Medical Center as a
16 nurse, or after completion of one (1) such years at the 12 year step, whichever occurs
17 sooner. (g) A nurse will be eligible for the 15 year step after completion of fifteen (15)
18 consecutive years of employment by the Medical Center as a nurse, or after completion
19 of two (2) such years at the 13 year step, whichever occurs sooner. (h) A nurse will be
20 eligible for the 16 year step after completion of sixteen (16) consecutive years of
21 employment by the Medical Center as a nurse, or after completion of one (1) such year
22 at the 15 year step, whichever occurs sooner. (i) A nurse will be eligible for the 18 year
23 step after completion of eighteen (18) consecutive years of employment by the Medical
24 Center as a nurse, or after completion of two (2) such years at the 16 year step,
25 whichever occurs sooner. (j) A nurse will be eligible for the 20 year step after
26 completion of twenty (20) consecutive years of employment by the Medical Center as a
27 nurse, or after completion of two (2) such years at the 18 year step, whichever occurs
28 sooner. (k) A nurse will be eligible for the 21 year step after completion of twenty-one
29 (21) consecutive years of employment by the Medical Center as a nurse, or after
30 completion of one (1) year at the 20 year step, whichever occurs sooner. (l) The nurse
31 will be eligible for the 22 year step if the nurse has completed at least one (1) year at
32 the 21 year step. (m) A nurse will be eligible for the 25 year step after completion of at
33 least three (3) years at the 22 year step.

Effective within two full pay periods beginning after ratification of this Agreement, nurses who have been continuously employed in a position in the bargaining unit for at least 30 years (based on seniority date) will be paid a one-time lump-sum bonus, of \$1,000 on the pay period following completion of the 30th year.

B. SHIFT PREMIUMS

1. Nurses scheduled for evening or night shift shall be paid, in addition to their applicable rates shown above, the following shift premium:

Effective on the Ratification

Date of this Agreement

Evening shift:	\$2.45
Night shift:	\$5.75

2. Nurses are deemed to be scheduled (including when added to the schedule to work extra shifts) for day, evening, or night shifts according to the following:

Shift Majority of Scheduled Hours are Between:

Day	7 a.m. and 3 p.m.
Evening	3 p.m. and 11 p.m.
Night	11 p.m. and 7 a.m.

3. Shift premium, if any, for work when called in during a standby call shift will be determined from the scheduled hours of the standby call shift, on the same basis as C.2 above.

4. A nurse who works daily overtime shall be paid shift premium, if any, for such overtime hours, according to the nurse's scheduled shift for that workday. However, if a nurse works four (4) or more hours of daily overtime in a workday, the applicable shift differential for such daily overtime hours shall be the higher of (a) the shift differential of the nurse's scheduled shift or (b) the shift differential of the shift in which the majority of such overtime hours are worked. For purposes of (b) in the preceding sentence, the day shift is considered to be

7 a.m. to 3 p.m., the evening shift 3 p.m. to 11 p.m., and the night shift 11 p.m. to 7 a.m.

5. Instead of C.2 through C.4 above, nurses who are called in to work, exclusively while on scheduled standby call shifts in OR, Endoscopy, or PACU or of more than 12 hours in duration in any other nursing unit, shall receive evening shift premium for hours worked between noon and 10:00 p.m., and shall receive night shift premium for hours worked between 10:00 p.m. and 7:00 a.m.

C. CERTIFICATION PREMIUMS. A nurse who meets the requirements of this section shall receive a \$2.25 per hour certification differential.

1. The nurse must have a current nationally recognized certification on file with the Medical Center, as specified below, for the area where the nurse is permanently assigned:

Peri-op Services

CAPA®	Certified Ambulatory Perianesthesia Nurse	American Board of Perianesthesia Nursing Certification, Inc.
CPAN®	Certified Post Anesthesia Nurse	American Board of Perianesthesia Nursing Certification, Inc.
RN-BC	Pain Management Nurse	ANCC
CGRN	Certified Gastrointestinal Registered Nurse	American Board for Certification of Gastroenterology Nurses
RN-BC CNOR®	Gerontological Nurse Certified Nurse Operating Room	ANCC Competency & Credentialing Institute (formerly Certification Board of Perioperative Nursing)
CWS	Certified Wound Specialist	American Academy of Wound Management

1 Critical Care

CCRN	Critical Care Registered Nurse (Adult, Neonatal, and Pediatric Acute)	American Association of Critical Care Nurses Certification Corporation
RN-BC	Pain Management Nurse	ANCC
RN-BC	Gerontological Nurse	ANCC
CVRN- Level I	Cardiovascular (Ed, telemetry, & stepdown)	American Board of Cardiovascular Medicine
CVRN- Level II	Cardiovascular (CCU/CVICU and Cath lab)	American Board of Cardiovascular Medicine
SCRN	Stroke Certified Registered Nurse	American Board of Neuroscience Nursing

2

3 Emergency Department

CEN®	Certified Emergency Nurse	Board of Certification for Emergency Nursing
RN-BC	Pain Management Nurse	ANCC
RN-BC	Gerontological Nurse	ANCC
SANE-P	Sexual Assault Nurse Examiner-Pediatric	Forensic Nurse Certification Board
SANE-A	Sexual Assault Nurse Examiner-Adult	Forensic Nurse Certification Board
CPEN	Certified Pediatric Emergency Nurse	Pediatric Nursing Certification Board (PNCB) and the Board of Certification for Emergency Nursing (BCEN)
CVRN- Level I	Cardiovascular (Ed, telemetry, & stepdown)	American Board of Cardiovascular Medicine
SCRN	Stroke Certified Registered Nurse	American Board of Neuroscience Nursing

1 Medical/Surgical

CMSRN®	Certified Medical-Surgical Registered Nurse	Medical-Surgical Nursing Certification Board
RN-BC	Medical-Surgical Registered Nurse	ANCC
OCN®	Oncology Certified Nurse	Oncology Nursing Certification Corporation
ONC®	Orthopedic Nurse Certified	Orthopedic Nurses Certification Board
RN-BC	Pain Management Nurse	ANCC
RN-BC	Pediatric Nurse	ANCC
CWOCN®	Certified Wound, Ostomy, Continence Nurse	Wound, Ostomy, Continence Nursing Certification Board
RN-BC	Gerontological Nurse	ANCC
CVRN-Level I	Cardiovascular (Ed, telemetry, & stepdown)	American Board of Cardiovascular Medicine
CWS	Certified Wound Specialist	American Academy of Wound Management
SCRN	Stroke certified Registered Nurse	American Board of Neuroscience Nursing

2

3 BirthPlace

RNC-LRN	Low Risk Neonatal Nursing	National Certification Corporation for the Obstetric, Gynecologic, and Neonatal Nursing Specialties
RNC-OB	Inpatient Obstetric Nursing	National Certification Corporation for the Obstetric, Gynecologic, and Neonatal Nursing Specialties
RNC-MNN	Maternal Newborn Nursing	National Certification Corporation for the Obstetric, Gynecologic, and Neonatal Nursing Specialties

C-EFM	Electronic Fetal Monitoring	National Certification Corporation for the Obstetric, Gynecologic, and Neonatal Nursing Specialties
IBCLC	International Board Certified Lactation Consultant	International Board of Lactation Consultant Examiners

IV Therapy

VA-BC	Vascular Access-Board Certified (VA- BC)	Vascular Access Certification Corporation (VACC)
CRNI	Certified Registered Nurse Infusion	The Infusion Nurses Certification Corporation

Day Surgery

CRNI	Certified Registered Nurse Infusion	The Infusion Nurses Certification Corporation
------	-------------------------------------	--

Child and Adolescent Psychiatric Unit

RN-BC	ANCC Psychiatric- Mental Health Nursing	ANCC
-------	--	------

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

3. If a certification referred to above is no longer offered, the Medical Center may, in its discretion, specify a substitute certification; provided, however, there shall not be less than one certification recognized for each area.

D. WEEKEND PREMIUM. For weekend work, the nurse will be paid a weekend differential of \$1.35 per hour worked. This premium will not be paid for any unworked hours. Weekend work for purposes of this section is defined as work on a shift which begins on or after 1745 (effective on ratification) on Friday but no later than 1559 on Sunday. This section replaces all other weekend bonus provisions which may have been in existence before this section's effective date.

1 **E. EXTRA SHIFT PREMIUM**

2 1. A nurse will be paid a premium of \$13.00 per hour for all hours
3 worked in excess of the number of the nurse's regularly scheduled hours for the
4 week, when such excess hours result from the nurse's working hours on an extra
5 shift(s) of at least four (4) hours each in duration, (three and ½ hours if following
6 the completion of the nurse's regular shift) at the request of the Medical Center.
7 Employees may split a shift as long as the total shift is covered. The following
8 regularly scheduled hours not worked will also be counted for "hours worked" in
9 the week.

10 a. Hours because of stay home time whether at the request of
11 the Medical Center or nurse.

12
13 b. Hours placed on call at the request of the Medical Center or
14 nurse due to low census.

15
16 c. Any time taken as paid time off including but not limited to
17 EIB, PTO, jury duty, bereavement, paid educational days, or mandatory
18 inservice meetings.

19
20 In determining eligibility for this premium, "hours worked" will not include working
21 as a result of trades.

22
23 2. Each nurse shall receive a written confirmation statement signed by
24 the nurse director or staffing coordinator indicating what shift/hours will qualify for
25 the extra shift premium.

26
27 3. If extra shift hours qualify for overtime, the extra shift hours will be
28 compensated at the applicable overtime rate, according to applicable federal
29 wage and hour laws.

30
31 4. A nurse who is placed on standby call while working on a shift that
32 qualifies for the extra shift premium will be paid the applicable call-back rate as

1 well as the extra shift premium for all hours worked on the extra shift as a result
2 of a call-back.

3
4 5. This section replaces all other bonus rates for working extra shifts
5 which may have been in existence before this section's effective date.

APPENDIX B

DETERMINATION OF STAY HOME/ON CALL FOR LOW CENSUS

PROCEDURE:

After the determination has been made as to the number of staff needed to work the next shift:

1. The Charge or staff nurse determines who is scheduled to work the next shift in the department.

2. If there are more nurses scheduled than are needed, the charge or staff nurse will check the stay home chart for the most recent on call/stay home/or accumulated hours totaling a full shift.

The Charge or staff nurse will then determine who will stay home using the following sequence:

A. Non guaranteed Agency nurses, unless Medical Center determines in specific situations that it is in the best interest of patient care to use B below ahead of A.

B. Nurses whose work would be payable at overtime or other premium rates, including for extra shifts.

C. Volunteer request to stay home or be placed on call. Lists of requested voluntary Low Census are maintained electronically indicating Low Census, and the nurse must designate his or her preference related to Standby at the time the nurse places his or her name on the list. Such preference will be considered by the Medical Center in determining which nurse will be given the Low Census, based on the determination as to the standby needs for the department (e.g., with or without standby). Where multiple requests are received for the same status of voluntary low census (e.g., with or without standby), the earliest request(s) will be given preference and the order will be viewable by nurses on-line, provided that a nurse on the same department is qualified to perform the work of the nurse given the time off.

1 1. The parties acknowledge that the Medical Center will make
2 its best effort to select accurately among volunteers for low census. The
3 parties agree, however, that no grievance may be filed about disputes
4 between two or more volunteers for low census.

5
6 2. The parties also acknowledge that the Medical Center may
7 assign Low Census to a nurse in the categories below, if the only
8 volunteer does not indicate the standby preference needed by the Medical
9 Center.

10
11 D. Guaranteed agency nurses, including traveler nurses.

12
13 E. Per Diem staff

14
15 F. Part time/full time staff on the posted schedule with the least recent
16 stay home/standby/or accumulated hours totaling a full shift (including credit for
17 mandatory floating).

18
19 G. Situations that will alter the assignment of Voluntary and Mandatory
20 Low Census are:

21 1. The nurse's qualifications may not meet the needs of an
22 area. Example: Charge nurse required, new graduate available. Special
23 care nurse needed, staff nurse available.

24
25 2. The nurse whose turn it is to be off is already on an assigned
26 day off.

27
28 At Medical Center's discretion, Medical Center may place a nurse on standby (either full
29 or partial shift) or on stay home without being on standby. A nurse may be placed by the
30 Medical Center in one of the following two categories:

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

b. Partial Day Low Census (with one of the two options below). If a nurse is assigned to partial day of low census under either (i) (with standby) or (ii) (without standby) and is scheduled to report to work for the last four (4) hours of a 12-hour shift (or any portion of such last four hours), the nurse will be paid time one and one-half (1 ½) times the nurse's regular hourly rate for hours worked during such four-hour period.

1. With Standby. The nurse will be placed on standby for a portion of the shift and will be given a scheduled time to report to work for a portion of the shift at the nurse's straight-time hourly rate.

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

When a nurse believes he/she has been instructed to stay home incorrectly, he/she will question the decision. The Charge/staff nurse will double check the stay home chart and if necessary consult with a manager/supervisor before making a final decision.

ADDITIONAL INFORMATION:

1. Each department will, no later than December 31, 2012, create a stay home chart to become effective January 1, 2013. The initial stay home chart will be based on the department's nurses' seniority order.

2. Each nurse is responsible for keeping track of his/her own stay home time and for verifying the accuracy of the same on the stay home chart of the department where the nurse is scheduled to work. The Medical Center will not be responsible for any lost pay or other financial consequences that result from a nurse's failure to (1) timely question any incorrect decision to stay home, or (2) verify the accuracy of the nurse's hours not worked on the stay home chart.

1 3. Partial-shift low census hours can be accumulated towards a full-shift stay
2 home (depending on the length of the nurse's schedule). Hours will be noted on the
3 department's stay home log. When those hours add up to the length of the nurse's
4 schedule, the nurse will be credited with a stay home day. Hours are carried over to the
5 next month. A nurse who is required to float to a different department will receive a
6 credit for 50% of the hours in which the nurse was floated as stay home time. Each
7 nurse is responsible for keeping track of his or her float hours and for verifying the
8 accuracy of the same on the stay home chart.

9
10 4. Being on standby is the same as a stay home day if the nurse is not called
11 in. If called in, hours not worked are noted on the stay home log as described in #1
12 above.

13
14 5. Stay home/standby rotation time is based on the nurse's prescheduled
15 department.

16
17 6. The parties may discuss alternative methods for low census at the task
18 force, and, if the parties reach agreement on an alternative method, will implement such
19 method in place of the method described in this Appendix B.

APPENDIX C -- HEALTH INSURANCE

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

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

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

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	Preventive: No Charge Generic: 10% after

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

D. Medical Savings Account

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

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

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

E. Coordination of Benefits.

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

F. Dental

Plan Feature	Delta Dental PPO 1500		Delta Dental PPO 2000	
	PPO Dentist	Premier and Non-PPO Dentist	PPO Dentist	Premier and Non-PPO Dentist

Diagnostic and Preventative				
X-rays, Study Models Prophylaxis (cleaning), Periodontal Maintenance, Fissure Sealants, Topical Fluoride, Space Maintainers, Resin Restoration	No cost and no deductible.	20% of the cost and no deductible.	No cost and no deductible.	20% of the cost and no deductible.
Restorative				
Fillings, Stainless Steel Crowns, Oral Surgery (teeth removal) Denture Insertion Treatment of pathological conditions and traumatic mouth injuries	Deductible and 20% of the cost	Deductible and 30% of the cost	Deductible and 20% of the cost	Deductible and 30% of the cost
General Anesthesia Intravenous Sedation	Deductible and 20% of the cost	Deductible and 30% of the cost	Deductible and 20% of the cost	Deductible and 30% of the cost
Endodontics Pulpal and root canal treatment services: pulp exposure treatment, pulpotomy, 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 retainer, (fixed bridge) removable partial dentures, adjustment or repair to prosthetic appliance, Surgical placement or removal of implants	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost
Annual Maximum that the plan pays	\$1,500 per person	\$1500 per person	\$2,000 per person	\$2000 per person
Annual Deductible Per person	\$50	\$50	\$50	\$50
Annual Deductible Family Maximum	\$150	\$150	\$150	\$150
Orthodontia	Not covered		50% after \$50 lifetime deductible \$2,000 lifetime maximum	

G. Dental Premiums

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

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

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

3

4

I. Vision Premiums.

5 The following are the premium contribution for the nurses for each pay period for a total
6 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

7

1 J. Working Spouse Surcharge

2 The nurses will participate in the working spouse surcharge on the same basis as
3 the majority of the Medical Center's non-represented employees, beginning the first pay
4 period of 2014, as follows:

5
6 If the nurse's spouse has access to a medical plan through his or her employer,
7 but waives that coverage and instead enrolls in a Providence medical plan, a \$150
8 monthly surcharge will apply. The surcharge will be deducted on a pre-tax basis in \$75
9 increments twice a month. The surcharge will not apply if the nurse's spouse:

- 10 1. Does not have coverage through his or her employer
- 11
- 12 2. Is enrolled in his or her employer's plan and a Providence plan (as
13 secondary coverage)
- 14
- 15 3. Is enrolled in Medicare, Medicaid, Tricare or Tribal health insurance (and
16 is their only other coverage)
- 17
- 18 4. Is a Providence benefits-eligible employee
- 19
- 20 5. Has employer-provided medical coverage with an annual out-of-pocket
21 maximum greater than \$6,250 for employee-only coverage and \$12,500 if
22 covering dependents

1 **MEMORANDUM OF UNDERSTANDING**

2 Medical Insurance Benefits

3
4 Providence Willamette Falls Medical Center Hospital ("the Medical Center") and Oregon
5 Nurses Association ("the Association") acknowledge and agree:

6
7 1. The Medical Center adopted a new plan design for medical, dental and
8 vision insurance benefits for 2013, as set forth in Article 8 and Appendix C of the parties
9 Collective Bargaining Agreement. That plan includes the option to select either a Health
10 Reimbursement Account ("HRA") or a Health Savings Account ("HSA").

11
12 2. For the term of the collective bargaining agreement, The Medical Center
13 will not make any significant or material changes in the medical, dental and vision
14 insurance plan design with regard to (a) amount of the in-network net deductible
15 (defined as deductible minus monetary contributions from The Medical Center for either
16 the HRA or the HSA; (b) the percentage of employee premium contribution; (c) annual
17 out-of-pocket maximums for in-network expenses; (d) amount of spousal surcharge.
18 The spousal surcharge will be the only such surcharge in the medical and dental
19 insurance plan.

20
21 3. For the term of the collective bargaining agreement, The Medical Center
22 will not charge or create any significant or material newly contemplated never before
23 charged fee for the medical, dental and vision insurance plans.

24
25 4. Should the Medical Center seek to change the required pre-requisite for
26 earning the incentive for future plan years, it will seek the agreement of the Association
27 prior to implementing a new HRA or HSA screening or requirement in the Health
28 Insurance Task Force.

LETTER OF AGREEMENT ON TASK FORCE FOR HEALTH INSURANCE

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

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

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

MEMORANDUM OF AGREEMENT - REGARDING CHARGE NURSES

1
2
3
4

The Medical Center agrees that it will not challenge the bargaining unit status of Charge Nurses.

1 **LETTER OF AGREEMENT ON OPENING OF THE CHILD AND ADOLESCENT**
2 **BEHAVIORAL HEALTH DEPARTMENT AT PROVIDENCE WILLAMETTE FALLS**
3 **MEDICAL CENTER**
4

5 Providence Willamette Falls Medical Center ("PWPMC") intends to open a child and
6 adolescent behavior health department in or about 2013. This will follow the closure of
7 the current child and adolescent behavioral health unit at Providence Portland Medical
8 Center ("PPMC"). Because it is a unique experience to work in Oregon as a nurse in an
9 acute-care facility that adheres to the mission and core values of Providence, and
10 because child and adolescent behavior health is a highly specialized nursing field,
11 PWPMC intends to offer positions to all RNs from the PPMC unit who remain in good
12 standing at the time of the closure of the PPMC unit. PWPMC and Oregon Nurses
13 Association ("ONA") wish to provide for an orderly transition of any former PPMC RNs
14 who accept such offers of employment to PWPMC and the existing bargaining unit. To
15 that end, PWPMC and ONA agree as follows:

16 A. At least one month prior to the opening of its new child and adolescent
17 behavioral health unit, PWPMC will offer positions in that unit to all existing PPMC child
18 and behavioral health RNs then in good standing. PWPMC will make good faith efforts
19 to place any PPMC RNs who accept employment at the PWPMC unit with as little
20 change to the RNs' then current shifts and schedules as possible. If any positions or
21 shifts are created that did not previously exist at the PPMC unit, the PPMC RNs may bid
22 into those positions. Any open positions not taken by a PPMC child and behavioral
23 health RN will be posted and filled per the PWPMC-ONA collective bargaining
24 agreement.

25
26 B. All former PPMC child and adolescent behavioral health RNs who accept
27 offers of employment at PWPMC will become part of the ONA bargaining unit upon hire
28 at PWPMC. As a one-time non-precedent setting adjustment, all such former PPMC
29 RNs will be credited with seniority in the PWPMC unit, such that each 1872 hours of
30 PPMC seniority will convert to one year of PWPMC seniority; thereafter, the RNs
31 seniority will be calculated in accordance with the PWPMC-ONA bargaining agreement.
32 PWPMC and ONA will cooperate to calculate such seniority credits and, upon mutual
33 agreement of the parties, such calculation will not be subject to the grievance

1 procedure. Such seniority will be honored for all purposes, with the sole exception of
2 job bidding outside of the child and adolescent behavioral health unit for the first twelve
3 (12) months following the opening of the unit.
4

5 C. Each former PPMC adolescent and behavioral health RN who accepts
6 such employment at PWFMC will be paid a base hourly wage rate that is the higher of
7 either (1) the hourly rate he or she received at PPMC as of the closing of the PPMC
8 unit, or (2) the hourly rate he or she would receive per the PWFMC-ONA collective
9 bargaining agreement. Each such RN will be placed on the step that most closely
10 reflects, without exceeding, his or her rate of pay upon the closing of the PPMC unit,
11 and will thereafter move to higher steps in accordance with Appendix A of the PWFMC-
12 ONA collective bargaining agreement. Once the nurse would receive a higher rate of
13 pay based on his or her step of the PWFMC-ONA agreement, the nurse will earn that
14 pay rate. All differentials, clinical ladder, certification differentials and other add-on pay
15 will be governed by the PWFMC-ONA collective bargaining agreement.
16

17 D. Any former PPMC nurse who, upon the closing of the PPMC unit, was
18 actively participating on the PPMC clinical ladder program, will, for one year following
19 the date of hire at PWFMC, receive a monthly bonus equal to the clinical ladder
20 differential the nurse would have earned, times one-twelfth of the nurse's FTE hours.
21 (For example, for a nurse at a 0.7% FTE on Step 4 of the PPMC clinical ladder, she
22 would receive a monthly bonus of $(1456/12) \times \$4.50$, or \$546).
23

24 E. The terms of this Letter of Agreement will be incorporated into the
25 PWFMC-ONA collective bargaining agreement.

1 **LETTER OF AGREEMENT ON HIRING PREFERENCES FOR OTHER PROVIDENCE**
2 **NURSES**
3

4 The parties recognize and agree that it is a unique experience to work in Oregon as a
5 nurse in an acute-care facility that adheres to the mission and core values of
6 Providence. In recognition of that unique experience tied to the mission and core
7 values of Providence, The Medical Center agrees that nurses who are otherwise in
8 good standing with a separate Providence employer in Oregon and who have been laid
9 off from such employment within the prior six months and who apply for an open
10 position will be hired over other external applicants, provided that The Medical Center
11 determines in good faith that such nurse is qualified for the job.
12

13 For purposes of this Letter of Agreement, "good standing" includes: (1) the nurse has
14 not received any corrective action within the previous two years; (2) the nurse has not
15 received an overall score of "needs improvement" or lower at any time in the last two
16 years; and (3) that the nurse has not engaged in any behaviors or misconduct that
17 would have reasonably resulted in corrective action from the time of the announcement
18 of the layoff until the time of the nurse's application for employment.
19

20 *This agreement will only be honored for Providence nurses with a different Providence
21 employer when a similar agreement with regards to hiring exists in the association
22 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 Medical Center. In an effort to minimize disruption to the delivery of patient care and to ease the way of groups of new nurses who may be joining The Medical Center, the parties agree as follows:

A. A health care unit restructure is defined as the moving or consolidation of an existing health care unit or units from another employer (either from another Providence employer or from outside Providence) to The Medical Center as defined in this Agreement.

B. In the event of a health care unit restructure, The Medical Center will, if possible, give the Association 30 days' notice to allow adequate time to discuss concerns and transition plans and bargain over any items not addressed in this Letter of Agreement or in the parties' collective bargaining agreement. If The Medical Center cannot, in good faith, give 30 days notice, it will give the Association as much notice as is practicable.

C. The Medical Center will determine the number of positions that the restructured health care unit or units will have.

D. In the event of a health care unit restructure, the nurses joining The Medical Center from the other employer will have their seniority calculated in accordance with Article 19. 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

1 agreement or policy with regard to health care unit restructuring with regard to giving
2 The Medical Center nurses, hired by the other employer in the event of a health care
3 unit restructure, reciprocal seniority.
4

5 E. If new positions result from the restructure, nurses from the unit or units affected
6 by the restructure will be given the first opportunity to apply for those newly created
7 positions. The job bidding and posting processes for such position will be worked out
8 by the Association and The Medical Center, but will generally adhere to the seniority
9 and job posting provisions of Article 19 – Seniority. Any positions not filled by nurses
10 from within that unit will then be posted and offered to other The Medical Center nurses
11 consistent with Article 19.
12

13 F. If as a result of a health care unit restructure there are any position reductions or
14 eliminations at The Medical Center, those will be handled according to Article 20 –
15 Reduction in Force.
16

17 G. The newly restructured unit or units at The Medical Center will comply with all
18 other provisions of the contract including Article 14.
19

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

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

MEMORANDUM OF UNDERSTANDING – CROSS-TRAINING PILOT PROGRAM

In order to develop a cross-training program at the Medical Center, the parties agree to the following pilot program for cross-training nurses.

A. The PNCC will work with the Medical Center to review and finalize the voluntary cross-training program, including its criteria and requirements. The parties will endeavor to complete this work within 90-days following ratification of this agreement. A nurse is only considered to be cross-trained following the completion of the cross-training program, orientation to the shift and unit, and any other training necessary to take a full patient assignment in that unit. Nurses who currently float to different units as cross-trained nurses will continue to float as cross-trained nurses, but will be required to complete the new program once finalized.

B. Upon completion of the cross-training program, each cross-trained nurse will receive a one-time bonus of \$500, payable within two pay periods following completion. To remain in the program, each cross-trained nurse will be expected to renew his or her required cross-training competencies each year. Upon renewing his or her competencies, the nurse will receive a bonus of \$250, payable within two pay periods following completion.

C. Any cross-trained nurse who performs a minimum of 84 hours of work outside his or her regular department in a six month period running from either July 1 through December 31, or from January 1 through June 30, will receive a bonus of \$500, payable within two pay periods following the end of the period.

D. Floating as a Cross-Trained Nurse. Notwithstanding any other provision of Article 19 or Appendix B, the following provisions will apply to the floating of cross-trained nurses: Floating is voluntary for cross-trained nurses. If the cross-trained nurse is subject to low census, the nurse may float to another unit if needed. If the cross-trained nurse's unit is subject to low census, and

1 there is a need for the cross-trained nurse in another unit that has been
2 unable to meet that need through other means (including offering extra shifts,
3 overtime, requesting Sharecare, agency through central staffing, etc.), the
4 cross-trained nurse may float out of his or her unit in lieu of low census for
5 any nurse on that unit. If more than one cross-trained nurse on the unit
6 agrees to float, such assignment will be decided on a rotating basis.

7
8 E. In order to better ensure the success of the cross-training program, either
9 party may raise any issues or concerns with the program at the ONA-PWFMC
10 Task Force.

11
12 F. Upon the implementation of the cross-training program, the parties agree to
13 form a work group to explore ways to best utilize cross-trained nurses and
14 nurses who float as helping hands pursuant to Article 19 during times of low
15 census. If the parties agree through the ONA-PWFMC Task Force to alter
16 the call-off order set forth in Appendix B, the agreed-upon order will replace
17 that in Appendix B. If the parties do not agree to alter the call-off order, the
18 order set forth in Appendix B will remain in effect for the duration of the
19 contract.

MEMORANDUM OF UNDERSTANDING - STAFFING

The parties recognize a mutual interest in improving the effectiveness of electronic scheduling and the communication between the Medical Center's staff nurses, charge nurses and nurse leaders, and the central staffing office. To that end, the parties agree to facilitate a review of the Medical Center's service level agreement, including PNCC, Medical Center representatives and the central staffing office. Such review will be scheduled at the mutual convenience of the parties, but will endeavor to schedule it within 90 days of ratification.

For the term of this Agreement, each unit will post in the unit a printed copy of that unit's schedule as of the date the schedule is submitted to the central staffing office. The Medical Center will not be responsible for updating the printed copy of the schedule once it is posted, and it is the nurse's responsibility to check the electronic schedule. In the event of a conflict between the printed schedule and the electronic schedule, the electronic schedule will control, however language in Article 14.9 remains applicable to changes made to nurses' schedules after posting.

The Medical Center will provide training to nurses on the use of the electronic scheduling system. It is the goal of the parties through the review process to (1) improve training, (2) improve communication with the central staffing office, (3) increase fairness in the distribution of extra shifts and (4) eliminate the need for a print copy of the schedule.

MEMORANDUM OF UNDERSTANDING – 0.5% BONUS

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

CONTRACT RECEIPT FORM

(Please fill out neatly and completely.)

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

Your Name: _____

*I certify that I have received a copy of the ONA Collective Bargaining Agreement with
Providence Willamette Falls Medical Center, March 4, 2015 through December 31,
2016.*

Signature: _____

Today's Date: _____

Your Mailing Address _____

Home Phone: _____

Work Phone: _____

Email: _____

Unit: _____

Shift: _____