

AGREEMENT

between

OREGON NURSES ASSOCIATION

and

PROVIDENCE ST. VINCENT MEDICAL CENTER

January 1, 2014 through December 31, 2015

**In recognition
of Maryann Dutton for 44 years of dedicated service to the nursing profession.**

TABLE OF CONTENTS

ARTICLE I – RECOGNITION AND MEMBERSHIP.....	1
ARTICLE II – EQUALITY OF EMPLOYMENT OPPORTUNITY.....	6
ARTICLE III-A – VACATIONS	6
ARTICLE III-B – PAID TIME OFF.....	9
ARTICLE IV-A – SICK LEAVE	15
ARTICLE IV-B – EXTENDED ILLNESS TIME	17
ARTICLE V – HOURS OF WORK	19
ARTICLE VI – HOLIDAYS.....	29
ARTICLE VII – EMPLOYMENT STATUS.....	31
ARTICLE VIII – FLOATING	34
ARTICLE IX – LEAVES OF ABSENCE.....	35
ARTICLE X – PROFESSIONAL COMPENSATION	39
ARTICLE XII – PENSIONS.....	42
ARTICLE XIII – ASSOCIATION BUSINESS	43
ARTICLE XIV – PROFESSIONAL DEVELOPMENT.....	44
ARTICLE XV – PROFESSIONAL NURSING CARE COMMITTEE.....	46
ARTICLE XVI – TASK FORCE.....	47
ARTICLE XVII – HEALTHY WORK ENVIRONMENT AND STAFFING.....	48
ARTICLE XVIII – SENIORITY AND JOB POSTING.....	52
ARTICLE XIX – REDUCTIONS IN FORCE AND LOW CENSUS	55
ARTICLE XX – NO STRIKE/NO LOCKOUT	63
ARTICLE XXI – GRIEVANCE PROCEDURE.....	63
ARTICLE XXII – SEPARABILITY	66
ARTICLE XXIII – SUCCESSORS.....	66
ARTICLE XXIV – DURATION AND TERMINATION	66

APPENDIX A – COMPENSATION	68
APPENDIX B – CLINICAL LADDER.....	77
APPENDIX C – STANDARDS OF BEHAVIOR	80
APPENDIX D – OPERATING ROOM PROCEDURE	81
APPENDIX E – HEALTH, DENTAL, AND VISION INSURANCE	84
LETTER OF AGREEMENT ON TASK FORCE FOR HEALTH INSURANCE.....	91
MEMORANDUM OF UNDERSTANDING	92
NINE-HOUR SCHEDULE AGREEMENT	93
TWELVE-HOUR SCHEDULE AGREEMENT	95
LETTER OF AGREEMENT: RESOURCE NURSES	96
LETTER OF AGREEMENT ON HIRING PREFERENCES FOR OTHER PROVIDENCE NURSES	99
LETTER OF AGREEMENT – HEALTH CARE UNIT RESTRUCTURING.....	100
LETTER OF AGREEMENT: 4:00 p.m. to 4:00 a.m. SHIFTS	103
LETTER OF AGREEMENT: CRITICAL CARE AND MED-SURG FLOAT POOL NURSES	104

AGREEMENT

THIS AGREEMENT by and between PROVIDENCE ST. VINCENT MEDICAL CENTER of Portland, Oregon, hereinafter referred to as "the Medical Center," and OREGON NURSES ASSOCIATION, hereinafter referred to as "Association or the Association,"

WITNESSETH:

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

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

ARTICLE I – RECOGNITION AND MEMBERSHIP

A. The Medical Center recognizes Association as the collective bargaining representative with respect to rates of pay, hours of pay, hours of work and other conditions of employment for a bargaining unit composed of all registered professional nurses employed by the Medical Center as staff nurses, and charge nurses, excluding Sisters of Providence, administrative and supervisory personnel, temporary nurses, and registered professional nurses employed in the following departments and areas: Admissions, Physical Therapy, EEG, Anesthetists, EKG, Radiology, Laboratory, Pharmacy (other than the IV Nurses), Occupational Therapy, Nursing Education, Dietary, Medical Records, Personnel and Housekeeping and Industrial Nurses.

B. Definitions:

1. Nurse - Registered or licensed professional nurse currently licensed to practice professional nursing in Oregon.

2. Staff Nurse - Responsible for the direct or indirect total care of patient.
3. Charge Nurse - In addition to being responsible for the direct or indirect total care of patient, assists and coordinates as assigned by the Medical Center in the continuity of patient care responsibilities and clinical activities of an organized nursing unit. A nurse will be temporarily assigned to the position of charge nurse when both an assigned supervisor and the charge nurse are absent from the unit because of vacation, sickness or days off.
4. Organized Nursing Unit - As designated by the Medical Center, shall have a charge nurse assigned to each unit on each shift. At least one other nurse will be assigned to each unit on each regularly scheduled shift. For call-back hours in the OR, MPU, OP Eye clinic and Dialysis Services, the charge nurse or relief charge nurse may call in other staff in lieu of an RN when in his/her judgment it is deemed appropriate.
5. Cluster – A group of Organized Nursing Units that typically share similar patient condition(s), and acuity.
6. Part-time Nurse - Any nurse who is regularly scheduled to work less than forty (40) hours per week and who works consistently throughout the twelve (12) month period. Nurses who are regularly scheduled to work four 9–hour shifts or three 12–hour shifts per week shall be considered full-time rather than part-time nurses.
7. Resource Nurse - Any nurse who is not assigned an FTE by the Medical Center. To remain employed as a Resource nurse, the nurse must meet the availability requirements of Article 5.H.
8. Temporary Nurse -- Any nurse who is employed for a specified period of time not to exceed three (3) months, or any nurse who is employed to fill positions because of any combination of leaves of absence, vacations, holidays, and sick leave for a period of time not to exceed six (6) months.

9. Reclassification -- A temporary or resource nurse, other than one employed to fill positions because of any combination of leaves of absence, vacations, holidays, and sick leave for a period of time not to exceed six (6) months, who regularly works more than eight (8) hours per week for at least three (3) consecutive months may request reclassification to part-time or full-time status consistent with such hours worked. In the event of a request under such circumstances, the position will be posted under the Seniority and Job Posting article. In the event such request is not made and the temporary nurse has regularly worked more than eight (8) hours per week for over three (3) months, for reasons other than filling a position(s) due to leaves of absence, vacations, holidays, and/or sick leave, the position will be posted upon request by the Association in accordance with Article XVIII.

C. Membership. The Medical Center will provide thirty (30) minutes during new hire general nursing orientation for a bargaining unit nurse designated by Association to discuss contract negotiation and administration matters with new hire nurses. The Medical Center will notify Association or its designee of the date and time for this purpose, at least two (2) weeks in advance. The nurse designated by Association will be paid at the nurse's regular hourly rate.

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

a. **Transfers**. Nurses who are members of the Association or have exercised one of the two options listed in 2.a. (ii) or (iii) below will maintain such status upon transfer to Providence Portland Medical Center, Providence St. Vincent Medical Center, Providence Willamette Falls Hospital, and Providence Home Health and Hospice. Nurses who are not

members at another facility in the Portland metro area where they are represented by a union may continue such status, at their option, upon transfer to Providence Portland Medical Center, Providence St. Vincent Medical Center, and Providence Home Health and Hospice, unless they elect to exercise one of the two options listed in 2.a. (ii) or (iii) below.

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

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

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

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

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

iii. Exercise his/her right to object on religious grounds. Any employee who is a member of, and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect, that holds conscientious objections to joining or financially supporting labor organizations, will, in lieu of dues and fees, pay sums equal to such dues and/or fees to a non-religious charitable fund. These religious objections and decisions as to which fund will

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

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

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

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

3. The following provisions apply to all nurses.

a. Dues Deduction. The Medical Center shall deduct the amount of Association dues, as specified in writing by Association, from the wages of all employees covered by this Agreement who voluntarily agree to such deductions and who submit an appropriately written

authorization to the Medical Center. Changes in amounts to be deducted from a nurse's wages will be made on the basis of specific written confirmation by Association received not less than one month before the deduction. Deductions made in accordance with this section will be remitted by the Medical Center to Association monthly, with a list showing the names and amounts regarding the nurses for whom the deductions have been made.

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

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

ARTICLE II – EQUALITY OF EMPLOYMENT OPPORTUNITY

The Medical Center and Association shall, in accordance with applicable state and federal laws, not discriminate in employment matters against any nurse on account of age, sex, race, creed, color, national origin, marital status, veteran status, religion, religious beliefs, sexual orientation, or physical or mental handicap not relevant to performance of duties. There shall be no discrimination by the Medical Center against any nurse on account of membership in or lawful activity on behalf of the Association, provided that it does not interfere with normal the Medical Center routine, his/her duties or those of other Medical Center employees.

ARTICLE III-A – VACATIONS

A. Accrual. Each regular full-time and part-time nurse who is employed as of January 1, 2010, and who has opted out of the PTO system before January 1, 2010, shall accrue vacations as follows:

1. From and after the nurse's most recent date of employment until the nurse's fourth (4th) anniversary of continuous employment--0.0384 hours per compensable hour, not to exceed 80 compensable hours in each two (2) consecutive workweek period (approximately two (2) weeks of vacation per year with 80 hours' pay for a full-time nurse);

2. From and after the nurse's fourth (4th) anniversary of continuous employment until the nurse's ninth (9th) anniversary of continuous employment--0.0577 hours per compensable hour, not to exceed 80 compensable hours in each two (2) consecutive workweek period (approximately three (3) weeks of vacation per year with 120 hours' pay for a full-time nurse);

3. From and after the nurse's ninth (9th) anniversary of continuous employment--0.0769 hours per compensable hour, not to exceed 80 compensable hours in each two (2) consecutive workweek period (approximately four (4) weeks of vacation per year with 160 hours' pay for a full-time nurse).

4. If a nurse quits and is reemployed within twelve (12) months, the nurse's "most recent date of employment" will be calculated as if the quit had not occurred.

5. Vacations accrued during an anniversary year may be carried over from one anniversary year to the next. A nurse's accrued but unused vacation may not exceed the combined total of two (2) years' earned vacations.

6. Accrued vacation may not be used until the nurse has been continuously employed for at least six (6) months, except in the case of a mandatory Low Census (if requested by the nurse).

B. Compensable Hour. A compensable hour under A above shall include only hours directly compensated by the Medical Center, and shall not include hours while on layoff, standby hours not actually worked, hours compensated through third

parties, hours paid in lieu of notice of termination, or hours while in resource or temporary nurse status.

C. Rate of Pay. Vacation pay will be computed at the nurse's regular hourly rate of pay, including applicable differentials provided by appendices hereto, at the time of use.

D. Scheduling. In scheduling vacation, the Medical Center will provide a form for each eligible nurse to submit written requests for specific time off.

1. For pre-scheduled vacation between April 1 and September 30, requests submitted between October 1 and October 31 shall be granted on the basis of seniority within the same unit and shift. For pre-scheduled vacation between October 1 and March 31 of the following year, requests submitted between April 1 and April 30 shall be granted on the basis of seniority within the same unit and shift. In the event that registered nurses with the same seniority submit requests for the same or overlapping periods of vacation, the issue will be decided by a flip of a coin. Written confirmation of a nurse's scheduled vacation will be provided within four (4) weeks of October 31 and April 30, respectively. The number of persons who may be on pre-scheduled vacation at one time will be defined at the unit level.

2. Vacation requests submitted after October 31 for time off during the next eleven (11) months (up through September 30) or after April 30 for time off during the next eleven (11) months (up through March 31) will be granted based on the date the request is submitted. In the event that nurses from the same unit and shift submit requests under this paragraph on the same day for the same or overlapping periods of vacation, the senior nurse shall be given preference, if necessary. Written confirmation of the nurse's vacation request will be provided within three (3) weeks after submission, if such request is submitted at least three (3) weeks prior to the posting of the schedule for the period during which the vacation has been requested.

3. Once a vacation request has been approved, it can only be changed by mutual agreement between the Medical Center and the nurse. This paragraph will not apply if the nurse changes unit or shift after approval but before the time off period, if, prior to the unit or shift change, other vacation has been approved for two (2) or more nurses in the nurse's new unit and shift for the same time off. Moreover, vacation requests shall not be converted to requests for unpaid time off absent the Medical Center approval.

4. Scheduling of vacation is best resolved by unit-based decisions, where the affected nurses are involved in creative and flexible approaches to such scheduling. Each unit will develop guidelines that promote the ability of the nurses on that unit to preschedule vacation.

5. A nurse who has accrued vacation time sufficient to cover all hours which the nurse would otherwise be scheduled to work in a week of seven (7) consecutive days may apply such vacation to cover all regularly scheduled hours during each such week and will not be required to work during such week(s). A nurse may take accrued vacation days off covering less than one (1) week.

E. Pay Upon Termination. Accrued but unused vacation will be paid a regular nurse upon termination of employment, provided (1) the nurse has been continuously employed not less than six (6) months and (2) such vacation has not been forfeited as provided in the Employment Status article of this Agreement.

ARTICLE III-B – PAID TIME OFF

The provisions of the Medical Center's Paid Time Off (PTO)/Extended Illness Time (EIT) program are set forth in this Article III-B and in Article IV-B. The Paid Time Off ("PTO") program encompasses time taken in connection with vacation, illness, personal business, and holidays.

All nurses hired or moving into full-time/part-time benefit eligible status on or after January 1, 2010, will participate in the PTO/EIT program in lieu of the benefits provided under Articles III-A (Vacation), IV-A (Sick Leave) and VI (Holidays). In addition, all

nurses who were employed as of December 31, 2009, may elect to enroll in the Medical Center's PTO/EIT program in lieu of the benefits provided under Articles III-B (Vacation), IV-B (Sick Leave) and VI (Holidays), on the terms outlined in Paragraph H of this Article III-B.

A. Accrual. Each regular full-time and part-time nurse regularly scheduled to work an average of at least 24 hours per week shall accrue PTO as follows:

1. From and after the nurse's most recent date of employment until the nurse's fourth (4th) anniversary of continuous employment — 0.0924 hours per compensable hour, not to exceed 80 compensable hours in each two (2) consecutive workweek period (approximately 24 days of PTO per year with 192 hours' pay for a full-time nurse);

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

3. From and after the nurse's ninth (9th) anniversary of continuous employment—.1308 hours per compensable hour, not to exceed 80 compensable hours in each two (2) consecutive workweek period (approximately 34 days of PTO per year with 272 hours' pay for a full-time nurse).

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

5. Accrual will cease when a nurse has unused PTO accrual equal to one and one-half (1½) times the applicable annual accrual set forth above.

6. If a nurse quits and is reemployed within twelve (12) months, the nurse's "most recent date of employment" will be calculated as if the quit had not occurred.

7. Notwithstanding the eligibility for PTO accrual set forth above, all nurses employed as of the ratification date of this Agreement shall be eligible to enroll in the PTO/EIT program even if they hold a position of less than .6 FTE.

B. Compensable hour. A compensable hour under Paragraph 1 above shall include only hours directly compensated by the Medical Center, and shall not include overtime hours, hours while on layoff, standby hours not actually worked, hours compensated through third parties, hours paid in lieu of notice of termination, or hours while in temporary or resource nurse status.

C. Rate of pay. PTO pay will be computed at the nurse's regular hourly rate of pay, including applicable differentials provided by appendices hereto, at the time of use.

D. Scheduling. Except for unexpected illness or emergencies, PTO should be scheduled in advance. The provisions herein governing scheduling of PTO do not differ in substance from the provisions in Article III-A.D governing scheduling of vacations. In scheduling PTO, the Medical Center will provide a form for each eligible nurse to submit written requests for specific PTO.

1. For pre-scheduled PTO between April 1 and September 30, requests submitted between October 1 and October 31 shall be granted on the basis of seniority within the same unit and shift. For pre-scheduled PTO between October 1 and March 31 of the following year, requests submitted between April 1 and April 30 shall be granted on the basis of seniority within the same unit and shift. In the event that registered nurses with the same seniority submit requests for the same or overlapping periods of PTO, the issue will be decided by a flip of

a coin. Written confirmation of a nurse's scheduled PTO will be provided within four (4) weeks of October 31 and April 30, respectively. The number of persons who may be on pre-scheduled PTO at one time will be defined at the unit level.

2. PTO requests submitted after October 31 for time off during the next eleven (11) months (up through September 30) or after April 30 for time off during the next eleven (11) months (up through March 31) will be granted based on the date the request is submitted. In the event that nurses from the same unit and shift submit requests under this paragraph on the same day for the same or overlapping periods of PTO, the senior nurse shall be given preference, if necessary. Written confirmation of the nurse's PTO request will be provided within three (3) weeks after submission, if such request is submitted at least three (3) weeks prior to the posting of the schedule for the period during which the PTO has been requested.

3. Once a PTO request has been approved, it can only be changed by mutual agreement between the Medical Center and the nurse. This paragraph will not apply if the nurse changes unit or shift after approval but before the time off period, if, prior to the unit or shift change, other PTO has been approved for two (2) or more nurses in the nurse's new unit and shift for the same time off. Moreover, PTO requests shall not be converted to requests for unpaid time off absent Medical Center approval.

4. Scheduling of PTO is best resolved by unit-based decisions, where the affected nurses are involved in creative and flexible approaches to such scheduling. Each unit will develop guidelines that promote the ability of the nurses on that unit to preschedule PTO.

E. Use of PTO.

1. Accrued PTO may not be used until the nurse has been continuously employed for at least six (6) months, except in the case of a mandatory Low Census (if requested by the nurse).

2. PTO must be used for any absence of a quarter hour or more, except that the nurse may choose to use or not to use PTO for time off (a) in the event of Low Census under Article XVI.G, or (b) for leaves of absence under applicable family and medical leave laws if the nurse's accrued PTO account is then at 40 hours or less.

3. A nurse who has accrued PTO sufficient to cover all hours which the nurse would otherwise be scheduled to work in a week of seven (7) consecutive days may apply such PTO to cover all regularly scheduled hours during each such week and will not be required to work during such week(s). A nurse may take accrued PTO covering less than one (1) week.

4. 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.

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

F. Pay upon termination. Accrued but unused PTO will be paid to a regular nurse upon termination of employment, provided (1) the nurse has been continuously employed not less than six (6) months and (2) such PTO has not been forfeited as provided in the Employment Status article of this Agreement.

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

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

work) a substitute day in the same workweek, the nurse is not required to use PTO for the holiday.

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

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

4. In the Main Operating Room, if an observed holiday occurs on a Sunday, nurses in that department will observe the holiday on the Monday that is closest to the holiday.

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

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

7. The Medical Center shall attempt to rotate holiday work. Consistent with Subsection D(4) of this Article, units may develop guidelines that provide for the fair and just rotation of the scheduling of shifts on holidays. The parties agree to respect such unit-based guidelines, even if they are not seniority-based. These rotational guidelines will not apply to, or modify, the seniority-based process of requesting vacation and/or PTO as set forth in Articles III-A and III-B.

H. Enrollment in PTO/EIT program. Nurses shall be eligible on an annual basis to enroll in the Medical Center's PTO/EIT program, as set forth in Articles III-A and IV-A of this Agreement.

1. Upon enrollment, all accrued but unused vacation time shall be deposited in the nurse's PTO account, and all accrued but unused sick leave hours shall be deposited in the nurse's EIT account.

2. Nurses may also elect to remain subject to the vacation–sick leave–holiday program set forth in Articles III-A, IV-A and VI. Nurses employed as of the date of ratification of this Agreement shall have the right, if they so choose, to remain subject to this program for the duration of their continuous employment at the Medical Center.

3. Nurses hired after May 2006 but before December 31, 2009, must choose within thirty (30) days of their hire date whether they wish to enroll in the PTO/EIT program or the vacation-sick leave-holiday program.

4. Nurses who enroll in the PTO/EIT program may not subsequently opt out of the program.

ARTICLE IV-A – SICK LEAVE

A. Accrual. Each regular full-time and part-time nurse will accrue sick leave at the rate of 0.0462 hours per compensable hour, not to exceed 80 compensable hours in each two (2) consecutive workweek period (approximately 8 hours of sick leave per month for a full-time nurse). Each regular nurse who is regularly scheduled for an average of 36 hours per week will accrue sick leave at the rate of 0.0513 hours per compensable hour, not to exceed 72 compensable hours in each two (2) consecutive workweek period (approximately 8 hours of sick leave per month for such a nurse).

1. If a nurse transfers to other employment by the Medical Center in a job classification not covered by this Agreement without a break in continuity of employment by the Medical Center, he/she will retain for use his/her sick leave credits accumulated under this Agreement at time of transfer.

2. The maximum number of hours of sick leave which may be accumulated is 720. A regular full-time or part-time nurse who has 720 hours of

accumulated but unused sick leave will specially accrue 0.0192 hours per compensable hour, not to exceed 80 compensable hours in each two (2) consecutive workweek period (approximately one (1) week per year for an eligible full-time nurse), which will be credited to the nurse's accrued vacation.

B. Compensable Hour. A compensable hour under A above shall include only hours directly compensated by the Medical Center, and shall not include hours while on layoff, standby hours not actually worked, hours compensated through third parties, hours paid in lieu of notice of termination, or hours while in temporary or resource nurse status.

C. Sick Leave Use.

1. A regular nurse who has been continuously employed for six (6) months and who becomes ill may apply for and will be allowed pay from the nurse's accrued but unused sick leave at his/her regular rate of pay as shown in Appendix A for the period of absence from work because of such illness, commencing with the first day of each illness.

2. Sick leave benefits shall be paid for maternity leave in compliance with the provisions of this Article and in compliance with appropriate law requiring employers to treat pregnancy and childbirth the same as other causes of disability.

D. Medical Certification. The Medical Center may require evidence of illness from the nurse's physician as a condition of receiving sick leave benefits or for such other purposes as may be allowed by law.

E. Anniversary Date. Use of paid sick leave shall not affect a nurse's anniversary date of employment.

F. Notification of Illness. Nurses should notify the Medical Center of absence from work because of illness as far in advance as possible, but at least three and one-half (3 ½) hours before the start of the nurse's shift. Repeated failure to give such

minimum notification will result in reduction of otherwise payable sick leave for that shift by two (2) hours. Repeated failure as used in this section means more than twice every two years.

ARTICLE IV-B – EXTENDED ILLNESS TIME

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

All nurses hired or moving into full-time/part-time benefit eligible status on or after January 1, 2010, will participate in the PTO/EIT program in lieu of the benefits provided under Articles III-A (Vacation), IV-A (Sick Leave) and VI (Holidays). In addition, all nurses who were employed as of December 31, 2009, may elect to enroll in the Medical Center’s PTO EIT program in lieu of the benefits provided under Articles III-A (Vacation), IV-A (Sick Leave) and VI (Holidays), on the terms outlined in Paragraph H of Article III-B.

A. Accrual. Each regular full-time and part-time nurse will accrue EIT at the rate of 0.0270 hours per compensable hour, not to exceed 80 compensable hours in each two (2) consecutive workweek period (approximately seven (7) days of EIT per year with 56 hours’ pay for a full-time nurse). A compensable hour under this section is defined the same as a compensable hour under the PTO program. Accrual will cease when a nurse has 1,040 hours of unused EIT accrual.

B. Use of EIT. A regular nurse who has been continuously employed for six (6) months shall use EIT and be compensated at his/her regular rate of pay, including applicable differentials provided by appendices hereto, for any absence from work due to the following:

1. The nurse’s admission to a hospital, including a day surgery unit, as an inpatient or outpatient, for one or more days and any necessary absence immediately following hospitalization. If, during the term of this Agreement, the Medical Center makes any improvement in the benefit covered by this subparagraph for a majority of the Medical Center’s other employees who are not

in a bargaining unit, the improvement will also be provided to bargaining unit employees.

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

3. The nurse's disabling illness after a waiting period of missed work due to such condition. The waiting period shall be the shorter of three (3) consecutive scheduled work shifts or 24 consecutive scheduled hours.

4. Partial day absences related to a single illness of the nurse, without an intervening full scheduled shift being worked, after a waiting period (as defined in Paragraph 3 above) of missed work due to such condition.

5. After qualifications for use under subsections 3 or 4 above and a return to work for less than one (1) scheduled full shift, when the nurse misses work due to recurrence of such condition.

6. Approved parental leave under applicable law or approved maternity leave in compliance with appropriate law requiring employers to treat pregnancy and childbirth the same as other causes of disability.

C. Permissive use of EIT. EIT may be used when the nurse is receiving workers' compensation pay after the normal workers' compensation waiting period and is otherwise eligible for EIT use, but such EIT use will be limited to bringing the nurse's total compensation from workers' compensation and EIT to two-thirds (2/3) of the nurse's straight-time pay for the missed hours.

D. Change in Status. Upon changing from EIT-eligible to non-eligible status, if the nurse has been employed for at least six (6) months, a nurse's accrued but unused EIT will be placed in an inactive account from which the nurse may not use EIT. Upon return to EIT-eligible status, the inactive account will be activated for use in accordance with this Article. In the event of termination of employment, a nurse's active

and inactive accounts will be terminated and will not be subject to cashout, but such an account will be reinstated if the nurse is rehired within six (6) months of the termination of employment.

E. Notification of Illness. Nurses should notify the Medical Center of absence from work because of illness as far in advance as possible, but at least three and one-half (3 ½) hours before the start of the nurse's shift.

ARTICLE V – HOURS OF WORK

A. Basic Workweek. The basic workweek shall be forty (40) hours.

B. Meals and Breaks. The basic workday shall be eight (8) hours to be worked within eight and one-half (8½) consecutive hours, including a one-half (1/2) hour meal period on the nurse's own time; and one fifteen (15) minute rest period without loss of pay during each four (4) hour period of employment, as scheduled by the Medical Center.

1. If a nurse is specifically requested by the Medical Center to remain at his/her duty station during a meal period, such period shall be paid time. For purposes of this paragraph a nurse is deemed to have been requested to remain at his/her duty station if he/she is the only nurse assigned to an organized nursing unit for a shift, unless:

a. The nurse actually leaves his/her duty station during such meal period, or

b. The Medical Center provides in writing for alternate coverage of the unit during the meal period.

2. Patient care units may substitute other pre-arranged rest period schedules with the approval of the unit's manager. If a nurse cannot be relieved for all or part of a scheduled or pre-arranged rest period and is not given

alternative rest period time during the shift, the nurse should report this immediately to the nurse's charge nurse, supervisor or manager.

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

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

2. Each unit has the flexibility to develop a process for scheduling nurses for the total amount of rest and meal periods set forth in this section, subject to the following:

- a. The process must be approved by the unit manager;

- b. The preferred approach is to relieve nurses for two 15-minute rest periods and one 30-minute meal period within an 8-hour shift; however, a break and meal period may be combined if the circumstances in Paragraph 3 are met, and that the nurse's meal period occur during the middle four (4) hours of the nurse's shift, when practical; and

- c. If a nurse is not able to take a 30-minute uninterrupted meal period, the nurse will be paid for such 30 minutes. The nurse must inform his or her supervisor if the nurse anticipates he or she will be or actually is unable to take such 30-minute uninterrupted meal period.

- d. If a nurse is not able to take all or part of a rest period as scheduled or pre-arranged, it is the nurse's responsibility to talk with his or

her charge nurse in a timely manner about potential alternative rest periods.

3. The Medical Center commits to the importance of providing rest and meal periods for nurses.

4. In furtherance of this commitment, each unit's staffing plan will provide for the elements of paragraph 2 above. Each unit's staffing plan will be made available for review on the Medical Center's Intranet.

5. Each unit will review its written staffing plan on no less than an annual basis to determine whether revision to the plan is necessary in order to provide for rest and meal periods. Each unit will determine what available information will help inform such review. In reviewing the written plan to determine whether revisions are necessary, information will be utilized, which should include any notifications under Sections B.2 and C.2.d of this article, changes in unit staffing, and changes in patient census. Each annual review will include a list of practices on the unit that have been successful in allowing nurses to regularly receive meal periods and breaks, and areas where improvements may be needed. If the nurses on the unit determine that changes to the plan are necessary to better ensure that meal periods and breaks are provided, the revised plan will include a list of concrete steps designed to better provide opportunities for meal periods and breaks. In proposing such changes, the nurses on the unit are encouraged to be creative and flexible, and consider best practices through the Medical Center. Nurses are encouraged to suggest creative solutions, and in making such suggestions should not be limited solely due to operational or financial considerations, although such considerations may ultimately play a role in whether the suggestions are implemented in the unit's staffing plan.

6. Each unit's written staffing plan (and any revised plan) will be provided in writing to the Housewide Staffing Plan Committee. The Housewide Staffing Plan Committee will, upon its approval of any such revised plans, notify the Professional Nursing Care Committee (PNCC) of such approval and that the

approved revised plan is available for review on the nursing website. Revised plans will be provided to the Association upon request. The Housewide Staffing Plan Committee will maintain a list of the various successful practices on breaks and meal periods in the different units throughout the Medical Center, which will be made available to each unit-based staffing committee.

7. In the event nurses on a particular unit or units have concerns about the implementation of paragraph 2 or about the availability of meal periods or breaks on the unit in general, the concern may be raised with the PNCC or the appropriate unit-based committee of their clinical division, in addition to the remedies provided by the grievance procedure.

8. There will be no retaliation for reporting or recording missed meals or breaks.

D. Overtime. Overtime compensation will be paid at one and one-half (1½) times the nurse's regular straight-time hourly rate of pay for all hours worked in excess of: forty (40) hours in each workweek of seven (7) consecutive days, or eight (8) hours in each day, which is defined as a period commencing at the beginning of a nurse's shift and terminating twenty-four (24) hours later.

1. In the alternative, overtime compensation will be paid for all hours worked in excess of eight (8) hours in each day as defined above or eighty (80) hours in a work period of fourteen (14) consecutive days, if pursuant to an agreement or understanding in writing between the nurse and the Medical Center.

2. If, however, a nurse elects to work schedules involving other than a basic workday, then overtime compensation shall be paid as follows:

a. When such schedule is a 9-hour schedule under the attached Nine-Hour Schedule Agreement, overtime compensation will be paid for all hours worked in excess of nine (9) hours in each day as defined in this section or 36 hours in each workweek hereunder. Such 9-

hour schedule shall be on night shift only, unless the Medical Center and Association agree otherwise.

b. When such schedule is a 10-hour schedule under the attached Ten-Hour Schedule Agreement, overtime compensation will be paid for all hours worked in excess of ten (10) hours in each day as defined in this section or 40 hours in each workweek hereunder.

c. When such schedule is a 12-hour schedule under the attached Twelve-Hour Schedule Agreement, overtime compensation will be paid for all hours worked in excess of twelve (12) hours in each day as defined in this section or 36 hours in each workweek hereunder.

E. Authorization of Overtime. Work in excess of the basic workday or workweek must be properly authorized in advance, except in emergency. Regardless of whether the nurse obtains prior authorization, nurses must report accurately all hours, whether overtime or not, and they will be paid for all hours of work.

F. Rest rooms/Lockers. Rest rooms and lockers shall be provided by the Medical Center.

G. Work Schedules. Work schedules shall be prepared either for each calendar month, which will be available for viewing two (2) weeks before the beginning of the month, or for two (2) consecutive pay periods, which will be available for viewing two (2) weeks before the beginning of the first of such pay periods.

1. Nurses will not be regularly scheduled for shifts in excess of 16-hour shifts. Nurses will not be regularly scheduled for 16-hour shifts except for shifts in the period from Friday evening shift through Sunday night shift. Nurses who are not regularly scheduled for such shifts will not be scheduled to work any 16-hour shifts without their consent.

2. Nurses will not be regularly scheduled to work different shifts. However, at a nurse's request and with the Medical Center's agreement, a nurse

may be regularly scheduled to work different shifts, if the nurse is otherwise qualified for such work

H. Resource Nurses. Resource nurse will be hired into a unit and will report to the unit manager.

1. Resource nurses must submit availability for four shifts per four-week scheduling period, pursuant to the process outlined in paragraph 2 below.

a. One of those shifts must be on a weekend.

b. At least two of the shifts in a calendar year will be on a holiday (which will be rotated between winter (New Year's Day, Thanksgiving Day, or Christmas Day) and summer holidays (Memorial Day, Fourth of July, or Labor Day)). Holidays worked as the result of a nurse trading a winter holiday for a winter holiday with another nurse and/or trading a summer holiday for a summer holiday with another nurse, with approval of the unit manager, will satisfy the holiday requirement. In addition, if a Resource nurse agrees to work a holiday shift for another nurse (outside of the trades described above) with the approval of the unit manager, that holiday will satisfy the holiday requirement. The manager will give consideration to those nurses, if any, who are were denied the ability to take PTO/Vacation, in determining whether to grant approval.

2. Process. The Medical Center will use the following process to schedule Resource Nurses:

a. After scheduling regular nurses, the Medical Center will identify holes (or gaps or open shifts) in the schedule, which may include pending vacation/PTO requests for holidays.

b. The manager on a unit will communicate those holes (or gaps or open shifts) to the Resource nurses.

c. From among the holes (or gaps or open shifts) in the schedule, a Resource nurse will indicate a minimum of a four shifts for which he/she is available.

d. If a unit manager/scheduler is unable to identify a list of holes (or gaps or open shifts) in the schedule, each Resource nurse will still submit at least four shifts for which he/she is available.

e. The Medical Center will assign shifts to Resource nurses beginning with the first nurse who submitted his/her availability and proceeding in order of the date and time that the nurse submitted his/her availability.

f. Regular failure to submit the required minimum availability will result in termination of the Resource nurse's employment.

3. Standby Requirements. In addition to the provisions above, in those units with mandatory call coverage, resource nurses will provide availability for standby based on the procedure/process determined by the department's scheduling practices, not to exceed the standby requirements applicable to regular full-time and part-time nurses, subject to the provisions of Appendix D which apply to the Main Operating Room, Cardiovascular Operating Room, Medical Procedures Unit, Surgical Services Ophthalmology, Pediatrics Operating Room, and Cath Lab.

I. Negotiating Team Schedules. The parties commit to the importance of participation of nurses in contract negotiations. The members of the Association negotiating team will make good faith attempts to adjust their schedules to accommodate negotiations, including arranging for schedule trades. If they are unsuccessful, the Medical Center agrees it will release members of the negotiating team from scheduled shifts to attend negotiation sessions, unless urgent patient care needs or operation needs arise in which case it will notify the Association and the nurse. The parties will promptly discuss the issue to strive to mutually reach a solution to better ensure staff nurses are included in scheduled negotiations.

J. Weekend Schedules. It is the policy of the Medical Center to schedule those nurses who so desire every other weekend off. If the schedule on a unit allows for additional weekends off, preference will be given to nurses with more than twenty (20) years of service with the Medical Center on a rotating basis, starting with the most senior nurse. With the exception of those nurses who have agreed in writing to work schedules calling for consecutive weekend work and those who express a desire in writing to work consecutive weekend when work is available, all other nurses who are required to work consecutive weekends will be paid for work performed on their scheduled weekend off at one and one-half (1-½) times their regular straight-time hourly rate for all such hours, worked. Nurses who have volunteered to work consecutive weekends may withdraw such authorization upon two (2) weeks' notice in writing. The form authorizing the waiver of the penalty clause will itself state that the policy is to schedule every other weekend off unless the nurse desires to work weekends. Working consecutive weekends will not be a condition of employment, except for part-time nurses who are hired in positions requiring weekend work.

K. Effect of Low Census. Regular full-time and regularly scheduled part-time nurses shall not suffer the loss of any fringe benefits as a result of not working one of their scheduled working days at the request of the Medical Center.

L. Notice and Report Pay . Nurses who are scheduled to report for work and who are permitted to come to work without receiving prior notice that no work is available in their regular assignments shall perform any nursing work to which they may be assigned.

1. When the Medical Center is unable to utilize such nurse and the reason for lack of work is within the control of the Medical Center, the nurse shall be paid an amount equivalent to four (4) hours times the straight-time hourly rate plus applicable shift differential; provided, however, that a nurse who was scheduled to work less than four (4) hours on such day shall be paid for his/her regularly scheduled number of hours of work for reporting and not working through no fault of his/her own.

2. The provisions of this section shall not apply if the lack of work is not within the control of the Medical Center or if the Medical Center makes a reasonable effort to notify the nurse by telephone not to report for work at least two (2) hours before his/her scheduled time to work.

3. It shall be the responsibility of the nurse to notify the Medical Center of his/her current address and telephone number. Failure to do so shall preclude the Medical Center from the notification requirements and the payment of the above minimum guarantee.

4. If a nurse is dismissed and is not notified before the start of the next shift that he/she would have otherwise worked, he/she shall receive four (4) hours' pay in accordance with the provisions of this section.

M. Pyramiding. There shall be no pyramiding of time-and-one-half and/or double-time premiums under this Agreement.

N. Requests Off After Working Certain Hours. When a nurse actually works as listed in paragraphs 1 through 3 below, the nurse may request not to work all or part of such next scheduled shift. The Medical Center will give such request serious and reasonable consideration in an attempt to accommodate the nurse's wishes, it being understood that the request may not be granted because of work needs. If granted, the nurse may choose to use or not to use accrued vacation for the time off.

1. Four (4) or more hours on a call-back while on scheduled standby within eight (8) hours of the nurse's next regularly scheduled work shift (not including standby shifts);

2. Sixteen (16) or more hours on a call-back while on scheduled standby within twenty-four (24) hours of the nurse's next regularly scheduled work shift (not including standby shifts);

3. A double shift containing at least sixteen (16) consecutive hours of work and ending within eight (8) hours of the nurse's next regularly scheduled work shift (not including standby shifts).

O. Changing. Nurses in Surgical Services and in Operating Suites within units who are required to change at the Medical Center into Medical Center-required clothing will be permitted five (5) minutes at the beginning and end of each shift to change such clothing.

P. Mandatory Scheduled Standby. Nursing units with mandatory scheduled standby (Main Operating Room, Pediatrics Operating Room, Medical Procedures Unit, Surgical Services Ophthalmology, Cath Lab and Cardiac Operating Room) will develop unit guidelines regarding the scheduling and assignment of standby time.

1. The unit guidelines will include an estimated range of required standby hours or shifts, if any, per nurse per posted cycle. The guidelines for each unit will be made available to the nurses in the unit as well as to any nurse who applies for a position in that unit. The Medical Center will, upon request or upon a change, provide the Association with the guidelines.

2. The Medical Center will notify the Association before establishing a standby requirement in a unit where standby is not currently mandatory and will bargain upon request.

3. The Medical Center will notify the Association before changing the standby guidelines in a unit to increase the range of mandatory standby hours and will bargain upon request. This does not include an increase in the range of mandatory standby hours or shifts due to an absent nurse or nurses who are not replaced on the work schedule (e.g. leave of absence) for no more than three (3) posted standby scheduling periods.

ARTICLE VI – HOLIDAYS

A. Recognized Holidays. The following holidays will be granted, subject to the provisions of this Article, to regular full-time nurses with eight (8) hours' pay at the nurse's regular rate of pay: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

1. In the Main Operating Room, if an observed holiday occurs on a Sunday, nurses in that department will observe the holiday on the Monday that is closest to the holiday.

B. Floating Holidays. Three (3) floating holidays will be granted in each calendar year, subject to the provisions of this Article, to regular full-time nurses with eight (8) hours' pay, which hours may be used in four (4) hour increments to back-fill a shift when the nurse has attended a conference, meeting, or mandatory education event, at the nurse's regular rate of pay.

1. Requests for floating holiday time off must be made at least two (2) weeks prior to the posting of the schedule for the period in which the time off is desired (except in the Maternal Child Division in which requests must be made at least three (3) weeks prior to the posting of the schedule), except for unexpected illness of immediate family members living in the nurse's household. In such emergencies, the request must be made as soon before the time off as possible.

2. If a nurse is entitled to a floating holiday(s) but has not taken or scheduled such holiday(s) by the time of the posting of the last schedule covering December, the nurse will be paid holiday pay but will not receive time off for such unused floating holiday(s).

C. Holiday Pay.

1. Full-time Nurses.

a. When a regular full-time nurse is required to work on one (1) of the holidays set forth in paragraph A above, he/she shall be paid at the rate of 1-1/2 times his/her regular straight-time rate and will either have a compensating day off within thirty (30) days or one additional day's pay in lieu of a compensating day off at the option of the Medical Center, taking into consideration the request of the nurse.

b. If one of the above holidays falls on a regular full-time nurse's day off, he/she will either receive his/her holiday pay or have a compensating day off within thirty (30) days at the option of the Medical Center, taking into consideration the request of the nurse.

c. A regular nurse who is regularly scheduled for an average of 72 hours per pay period shall be treated as a regular full-time nurse under this Article.

2. Part-time Nurses.

a. If a regular part-time nurse works on one of the holidays set forth in paragraph A above, he/she will be paid for all time worked on said holiday at two (2) times his/her regular straight-time hourly rate of pay.

b. Regular part-time nurses who are regularly scheduled for at least 40 hours in a pay period shall receive pro rata holiday pay (including for floating holidays) if not scheduled to work, on the basis of one-tenth (1/10th) of an hour of holiday pay for each regularly scheduled hour of work, not to exceed eight (8) hours of holiday pay.

3. Resource Nurses.

a. If a resource nurse works on one of the holidays set forth in paragraph A above, he/she will be paid for all time worked on said holiday at one and one-half times his/her regular straight-time hourly rate of pay.

D. Holiday During Vacation. If a holiday falls within a nurse's vacation, he/she will receive his/her holiday pay as provided in paragraph A or B above in addition to his/her vacation pay.

E. Holiday While Sick or on Leave. Holidays will not be paid during the periods of sick leave, leaves of absence, or layoff.

F. Rotation. The Medical Center shall attempt to rotate holiday work. Units may develop guidelines that provide for the fair and just rotation of the scheduling of shifts on holidays. The parties agree to respect such unit-based guidelines, even if they are not seniority-based. These rotational guidelines will not apply to, or modify, the seniority-based process of requesting vacation and/or PTO as set forth in Articles III-A and III-B.

ARTICLE VII – EMPLOYMENT STATUS

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

B. Probationary Period. A nurse employed by the Medical Center shall not become a regular employee and shall remain a probationary employee until he/she has been continuously employed for a period of 180 calendar days.

C. Cause for Discipline. The Medical Center shall have the right to discipline, suspend or discharge nurses for proper cause. A regular full-time, part-time or resource nurse who feels he/she has been suspended, disciplined, or discharged without proper cause may present a grievance for consideration under the grievance procedure.

D. Discipline/Corrective Action.

1. Investigatory Meetings under the *Weingarten* rule. A nurse has the right to request a representative of the Association be present for an interview by the Medical Center as part of an investigation that might lead to discipline.

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

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

E. Individual Development/Work Plans.

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

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

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

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

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

G. Access to Personnel Files. A nurse may review the contents of his/her personnel file upon request, in accordance with ORS 652.750.

H. Attendance. The parties acknowledge the importance of nurses arriving to work on time and that reliable attendance is critical to ensuring care for the Medical Center's patients. Employees are expected not to exceed five (5) occurrences of unscheduled, unapproved absences or tardy events in a rolling twelve (12) month period. Notwithstanding the prior sentence, the Medical Center will not discipline, suspend or discharge a nurse for attendance unless, in a rolling twelve (12) month period, the nurse has at least:

1. Six (6) unapproved absence occurrences; or
2. Six (6) unapproved tardy occurrences; or
3. A combined total of ten (10) unapproved absence occurrences or tardy occurrences.

I. Notice of Resignation. All nurses shall give the Medical Center not less than two (2) weeks' written notice of an intended resignation. A failure to give such notice shall result in a forfeiture of any unpaid vacation compensation.

J. Notice of Termination. The Medical Center shall give regular full-time, part-time or resource nurses two (2) weeks' notice of the termination of their employment or, if less notice is given, then the number of working days within such

period for which notice has not been given shall be paid the nurse at his/her regular rate of pay; provided, however, that no such advance notice or pay in lieu thereof shall be required for nurses who are discharged for violation of professional nursing ethics or discharged for cause.

K. Exit Interview. A nurse shall, if he/she so requests, be granted an interview upon the termination of his/her employment.

ARTICLE VIII – FLOATING

A. Competency/Qualification. Nurses shall receive float assignments commensurate with their skills, competencies and the patient populations to which they have been oriented. For purposes of this section, “oriented” means that the nurse has received basic information needed to work on the unit, such as unit layout, location of supplies, and essential work protocols. A nurse may be oriented on a unit during the same shift that he or she is assigned to work, as long as such orientation begins before the nurse assumes any patient care duties. Each unit will develop its own written float guidelines with staff nurse input. Such guidelines will be available for viewing on each unit. Such guidelines will include sufficient information to orient the nurse on the unit.

A nurse will not be required to float to a nursing assignment that requires specialty competence’ for which he/she is not qualified. If a nurse feels that he/she is not qualified for a specific assignment, he/she should indicate the reasons why and give them at the time of the request to the appropriate charge nurse or appropriate supervisor/manager or designee for the record.

B. Floating Requirements. Nurses who are required to float will be floated in accordance with the floating system developed within each shift of a unit by the nurses on that unit/shift, subject to the approval of their manager. The Medical Center will make a good-faith effort not to float a nurse out of his/her unit when another nurse has floated into the unit on the same shift, unless such floating is required due to the expertise of the nurse or in order to meet patient care needs.

ARTICLE IX – LEAVES OF ABSENCE

A. Request for Leave. Leaves of absence may be granted at the option of the Medical Center for good cause shown when applied for in writing in advance. Leaves of absence will be granted only in writing. Requests for leaves of absence should be submitted in advance of requested leave date to the greatest extent possible. The Medical Center will respond within two (2) weeks of receipt of request. Except as specified otherwise in this Article, leaves of absence will be unpaid only after the nurse has exhausted all vacation, sick leave, PTO, EIT and floating holidays, as applicable, that she/he is eligible to take.

B. Return from Leave. Except as set forth in Section (H) below, nurses who return from leaves of absence of three (3) months or less shall be restored to their former shift and assignment. Nurses who return from a leave of absence exceeding three (3) months but less than six (6) months shall be returned to a position on their unit.

C. Family and Medical Leave. Family and medical (including parental and pregnancy) leaves of absence will be administered by the Medical Center consistent with applicable federal and Oregon law.

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

E. Bereavement Leave. The Association and the Medical Center agree on the importance of time for grieving when a family member dies. To honor this, a regular full or part-time nurse who has a death in his/her family will be granted three (3) days off with pay at the time of each death. For purposes of this section, family shall be defined as parent, mother-in-law, father-in-law, spouse, child (including a foster child then residing with the nurse or spouse's child), daughter-in-law or son-in-law, grandparent, grandchild, sister or brother, sister-in-law or brother-in-law, or other person whose

association with the nurse was, at the time of death, equivalent to any of these relationships.

Out of respect for the needs of the person and the Medical Center, requested time off shall be identified and scheduled with the manager as soon as arrangements are known. Further, all parties agree that this bereavement leave is intended for family members as defined above. Nurses may request other leave for close friends or co-workers, and Medical Center will seek to accommodate such requests.

F. Jury Duty Leave. A nurse who is required to perform jury duty will be permitted the necessary time off to perform such service, and he/she will be paid the difference between his/her regular straight-time pay for the scheduled workdays he/she missed and the jury pay received, provided that he/she has made arrangements with his/her supervisor in advance. The nurse must furnish a signed statement from a responsible officer of the court as proof of jury service and jury duty pay received. A nurse must report for work if his/her jury service ends on any day in time to permit at least four (4) hours' work in the balance of his/her normal workday.

G. Witness Leave. Nurses who are requested by the Medical Center to appear as a witness in a court case during their normal time off duty will be compensated for the time spent in connection with such an appearance in accordance with this Agreement.

H. Other Leaves Without Pay (Non-Medical).

1. Other non-medical leaves of absence without pay may be granted to regular nurses, who have been continuously employed for at least six (6) months, at the option of the Medical Center. Requests for such leave will be made in writing, to the nurse's manager. Leaves of absence will be approved in writing. However, a nurse will be deemed to be on a leave of absence from the beginning of any approved period of unpaid absence, other than layoff, regardless of the completion of paperwork under this section.

2. Such leaves of absence will be unpaid only after the nurse has exhausted all vacation, PTO and floating holidays, as applicable, that she/he is eligible to take.

3. The Medical Center will make its decisions whether to grant or deny a request for leave based on its need to grant requests for PTO, education days and other required leaves of absence as well as the ability of the Medical Center to replace the nurse for the duration of the leave, including such factors as impact on other nurses, cost to the medical center, and impact on patient care. The Medical Center may also consider, in consultation with the nurse, whether the nurse expects to return to his/her same position, department, shift and schedule. The Medical Center may also consider whether it is feasible to post and fill a temporary position to cover for the nurse during the leave. Except for choosing between competing requests for leave, the Medical Center may also consider the factors listed in Subsection H(6) below (without regard to the point system).

4. Ordinarily, a nurse returning from an approved non-medical leave of absence will be returned to his or her same position, department, shift and schedule. However, if a nurse would otherwise be denied a leave request, the nurse may elect to waive the right to return to the same position, department, shift and/or schedule.

5. Upon granting any non-medical leave of absence, the Medical Center will provide the nurse a letter outlining the conditions and impact of the leave, including the nurse's: (a) ability to return to the same position, department, shift and/or schedule; (b) benefits; and (c) seniority. The nurse will, before beginning the leave, confirm his or her acceptance of those terms by returning to the Medical Center a copy of that letter signed by the nurse. The Medical Center will provide a copy of the signed letter to the Association.

6. Requests for leave will generally be decided on a first-come, first-served basis. However, if the Medical Center receives two or more competing requests for leave during the same time period, and determines that it can

accommodate one or more but not all such requests, it will grant such leaves based on the points assigned to the following factors:

- a. The leave meets an educational goal consistent with the nurse's professional development plan (3 points);
- b. The nurse demonstrates an ability and willingness to share knowledge the nurse learns on such leave with other nurses upon his or her return to work (2 points);
- c. The leave is for volunteer work sponsored by or consistent with the Mission and Core Values of the Medical Center (2 points);
- d. The nurse has applied for and been denied a request for such a leave of absence within the last three years (1 point per denial, up to 2 points);
- e. The nurse's seniority:
 - i. 0-4 years = 0 points
 - ii. 5-9 years = 1 point
 - iii. 10-14 years = 2 points
 - iv. 15-19 years = 3 points
 - v. 20+ years = 4 points

The applicant who is awarded the most points shall have the request for leave considered first. In cases where the amount of points awarded to each candidate is equal, the most senior nurse's request shall be considered first, provided that the nurse has not applied for and been approved to take a similar leave in the past two (2) calendar years.

H. Benefits While on Leave. A nurse will not lose previously accrued benefits as provided in this Agreement but will not accrue additional benefits during the term of a properly authorized leave of absence.

ARTICLE X – PROFESSIONAL COMPENSATION

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

ARTICLE XI – HEALTH AND WELFARE

A. Tests and Lab Exams.

1. The Medical Center shall arrange to provide a tuberculin test, and chest x-ray when indicated by the tuberculin test, at no cost to the nurse. This test shall be done at the beginning of employment, when indicated by exposure or upon annual request of the nurse. For those nurses who request it within six (6) weeks before their anniversary date of employment, the Medical Center will provide annual complete blood count and sedimentation rate determination and urinalysis at no cost to the nurse. A nurse, upon request, will be furnished a copy of the results of the aforementioned tests.

2. Laboratory examinations, when indicated because of exposure to communicable diseases, shall be provided by the Medical Center without cost to the nurse.

B. Long-Term Disability/Life Insurance. The Medical Center will provide Long Term Disability and Group Life Insurance programs on the same terms as provided to a majority of the Medical Center's other employees.

C. Providence Health Insurance Program.

1. Each full-time nurse and part-time nurse regularly scheduled to work an average of at least 20 hours per week will participate in the Providence Health Insurance program offered to a majority of the Medical Center's other employees, in accordance with its terms. From the Providence Health Insurance program, the nurse will select a medical coverage and, at the nurse's option, coverage from among the following Providence Health Insurance benefits: (1)

dental coverage, (2) supplemental life insurance, (3) voluntary accidental death and dismemberment insurance, (4) dependent life insurance, (5) health care reimbursement account, (6) day care reimbursement account, and (7) vision care insurance. The Medical Center will offer all such benefits directly or through insurance carriers selected by the Medical Center.

2. Medical/Dental/Vision Insurance eligibility.

a. Full time. 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 (.75 FTE or greater) will be considered full-time for the purpose of medical, dental and vision insurance benefits.

b. Part time. Any nurse who is regularly scheduled to work at least twenty (20) hours but less than thirty (30) hours per week, or at least forty (40) hours but less than sixty (60) hours in a fourteen (14) day pay period (.50 FTE to 0.74 FTE) will be considered part-time for the purpose of medical, dental and vision insurance benefits.

c. All nurses who were classified as of December 31, 1993, as 0.5 FTEs, and who thereafter remain continuously in that classification, will be eligible to participate in the Providence Health Insurance program under the preceding paragraph. This paragraph will cease to be applicable to a nurse when the nurse ceases to be continuously classified as a 0.5 FTE nurse. Thereafter, the nurse's eligibility for participation in the Providence Health Insurance program will be determined in accordance with the preceding paragraph.

d. The Medical Center will comply with the provisions of the Affordable Care Act (ACA) which, beginning January 2015, require employers to offer medical insurance to employees who qualify by working a certain number of hours over a particular measurement period. The Medical Center will offer such medical insurance to such qualifying nurses

on the same basis that it does the majority of the Medical Center's qualifying non-represented employees.

D. Medical Insurance. For 2014, the nurses will participate in the plan as outlined in Appendix E. For 2015, the nurses will participate in the plan, as offered to the majority of the Medical Center's non-represented employees; notwithstanding the foregoing, for 2015, the Medical Center will maintain the following plan features as they were in 2014: (1) amount of net deductible (defined as each nurse's deductible based on coverage choice minus any Health Reimbursement Account contributions from the Medical Center), (2) the percentage of employee premium contribution; and (3) the out of pocket maximum.

E. Payroll Deduction. The nurse will pay, by payroll deduction unless some other payment procedure is agreed to by the nurse and the Medical Center, the cost of the total Providence Health Insurance benefits selected which exceeds the Benefit Dollars paid by the Medical Center under the preceding section.

F. Hours of Work.

1. Coverage under the plans specified in Section C above will not be affected by paid time off on vacation, holidays, or sick leave in lieu of regularly scheduled work.

2. A part-time nurse who has been regularly scheduled to work or who works a minimum of 48 hours in each two (2) consecutive workweek period for not less than three (3) consecutive months, even though classified for a position of less than 24 hours per week, may make written request for reclassification to a position reflecting such regular schedule. Under such circumstances, the nurse will be reclassified within two (2) weeks of receipt of such request, unless such scheduling in excess of the nurse's existing classification is discontinued by the Medical Center.

G. Plan Information. Member handbooks and necessary forms for the plans specified in Section C will be available in the HR Department, in addition to other

distribution mechanisms that the Medical Center may use. Further assistance regarding the plans will be available to nurses through HR Department staff.

H. Compliance with the Affordable Care Act. The parties acknowledge that the Medical Center may be required by law to make changes to its medical plan design to comply with the Affordable Care Act or other applicable law or regulation. The parties agree that the Medical Center does not have an obligation to bargain over such changes. The Association may request interim bargaining over the impact of such changes and the employer would be obligated to bargain in good faith over the impact of such changes.

ARTICLE XII – PENSIONS

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

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

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

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

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

ARTICLE XIII – ASSOCIATION BUSINESS

A. Representatives. Duly authorized representatives of Association shall be permitted to enter the facilities operated by the Medical Center for purposes of transacting Association business and observing conditions under which nurses are employed. Transaction of any business shall be conducted in an appropriate location subject to general Medical Center rules applicable to non-employees, shall be confined to contract negotiation and administration matters, and shall not interfere with the work of the employees.

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

C. Information to the Association. The Medical Center will furnish to the Association each January, April, July, and October, by electronic means, a list of all bargaining unit nurses covered by this Agreement with their full names, email and home addresses if available (street name and number, city, state and zip code), listed telephone numbers, status (full-time, part-time or resource), assigned shift, units, FTE and hire dates. Every month the Medical Center will furnish to the Association by electronic means a list of all registered nurses who during the preceding month have terminated employment with the Medical Center, transferred out of the bargaining unit, or who have been hired into the bargaining unit, including their names, email and home addresses if available (street name and number, city, state and zip code), listed telephone numbers, units, and hire, termination or transfer dates. The Association may request additional information relevant to this Agreement and its application, as needed, in accordance with the National Labor Relations Act.

D. Introductory Meeting for Managers. The Medical Center and the Association will schedule a meeting for associate managers, managers, directors and chief nursing officers who are new to their leadership role to meet with the Association representative and the Human Resources Director. The purpose of the meeting is to

provide information as to this Agreement, the role of the Association, and to discuss ways to collaborate and build relationships. If a nurse attends the meeting, one nurse will be entitled to up to one hour of pay at his/her straight-time hourly rate (which should be coded as “meeting time”) and that nurse will inform nursing administration that the nurse attended the meeting.

E. Contract Training. Joint Association and Medical Center trainings will be conducted for interested nurses, regarding changes to Agreement and areas where the parties agree there are many questions. The training will be jointly designed and provided by the Association and Medical Center Human Resources. The training will be held a minimum of four times, (twice within 90 days of ratification of this Agreement, and twice more within 90 days of the one-year anniversary of this Agreement) in order to reach interested parties on different units and shifts. The training will be scheduled for a time not to exceed 90 minutes unless the parties agree otherwise. Trainings will include new contract changes, new or emerging issues, *Weingarten* rights, information available to staff, personnel and grievance practices, and seniority, job posting and hiring provisions. All nurses who attend the training will be paid for the time attending such training (which will be designated as meeting time). All charge and relief charge nurses are encouraged to attend at least one training each year.

ARTICLE XIV – PROFESSIONAL DEVELOPMENT

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

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

C. Education Leave. Each regular full-time or part-time nurse shall be entitled to take 16 hours’ paid educational leave each year. Each regular full-time or part-time nurse in the Critical Care or Med-Surg Float Pools shall be entitled to take 24

hours' paid educational leave each year. Each resource nurse shall be entitled to take 8 hours' paid educational leave each year, provided the resource nurse has worked at least 800 hours in the immediately preceding calendar year. Educational leave shall be for courses of benefit to the nurse and the Medical Center.

1. Educational leave may not be carried over from one year to the next.
2. At the time the leave is approved, the nurse and the manager will agree on a format and/or process for the purpose of sharing the contents of the educational program, upon return from the leave.
3. The Medical Center may grant more extended educational leave in cases it deems appropriate.
4. For any education time, the nurse will apply in advance to the appropriate nursing manager or designee for approval prior to the requested time. Approval of such requests will not be unreasonably withheld.
5. Prior to nationally recognized nursing conferences or conferences for which there is a high demand, including nurses' organizations annual conferences, the Medical Center will make good faith efforts to find additional coverage in the units for which such conferences are relevant to allow additional nurses the time off needed to attend.

D. Education Fund. The Medical Center will provide up to \$175,000 in each calendar year of the contract, for assistance for regular full-time, part-time and resource nurses in meeting registration fees, required materials, travel, lodging, meals, and parking in conjunction with educational courses. One-half of the annual amount specified in the preceding sentence will be allocated to each half of the calendar year. Any part of the amount not used in the first six (6) months will be carried over to the last six (6) months of the calendar year, and there will be no carryover to the next calendar year. A regular nurse will be eligible for up to \$450 per year (\$475 in 2015) from the above annual amount. A resource nurse will be eligible for up at \$225 per year from the

above annual amount, if the nurse has worked at least 800 hours in the immediately preceding calendar year.

1. Regular full-time and part-time nurses may apply to the Medical Center's nursing administration office, in advance of any educational course, for such assistance.

a. At the time of application, the nurse will provide a copy of the approval for education time under C.4 above.

b. If allocated funds are available for the nurse's assistance, the nurse will be notified prior to the course.

c. Payment up to the nurse's eligibility amount will be made to the nurse after completion of the course if the nurse submits the required materials within 60 days immediately following the completion of the course. Required materials include approval of time off, the document approving the funds, certification of attendance, and all original receipts. Failure to make such timely request will result in the assistance not being paid to that nurse, and the amount will then be available for reimbursement to other eligible nurses. The Medical Center may, in its discretion, provide such additional sums as it deems appropriate.

2. At the end of a calendar year, any funds remaining unpaid from the above annual amount will be prorated and paid to nurses who applied for and would have received further assistance if there had been no maximum annual amount per nurse. No nurse will receive payments under this paragraph in excess of the nurse's actual expenses.

ARTICLE XV – PROFESSIONAL NURSING CARE COMMITTEE

A. Membership. Association shall appoint eight (8) members of the bargaining unit who shall constitute the Professional Nursing Care Committee.

B. Meetings. This Committee shall meet once a month at such times so as not to conflict with routine duty requirements. Each Committee member shall be entitled to two (2) paid hours per month at his/her regular straight-time rate for the purpose of attending Committee meetings.

C. Subjects

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

2. The Medical Center recognizes the responsibility of the Committee to recommend measures objectively to improve patient care and will duly consider such recommendations. The Medical Center will respond in writing to the Committee's written recommendations within two (2) weeks of receipt.

D. Agenda and Minutes. The Committee shall prepare the agenda and keep minutes of the meetings, copies of which shall be provided to the Chief Nurse Executive and a designated PNCC liaison from the Medical Center's management team and Association within two (2) weeks of the meeting.

E. Chief Nurse Executive. The Committee may from time to time invite the Chief Nurse Executive in charge of patient care or her/his designee to its meeting at mutually agreeable times for the purpose of exchanging information or to provide the Chief Nurse Executive in charge of patient care with recommendations on pertinent subjects.

ARTICLE XVI – TASK FORCE

A. Purpose. The parties reiterate their mutual commitment to quality patient care. In a joint effort to assure optimal nursing care and maintain professional standards, a task force shall be established to examine nursing practice and staffing issues, including patient load, patient assignment, classification/acuity system,

orientation, utilization of temporary nurses and resource, float pool, “short-hour” nurses, career ladder and clustering of units.

B. Membership. Association shall appoint three (3) members to the task force, at least two (2) of whom shall be employed by the Medical Center. The Medical Center hereby designates the Director of Nursing Service, the Associate Administrator and Assistant Director of Nursing, or such other persons as may be designated by the Administrator in their place(s), as its three members of the task force.

C. Meetings. The task force shall meet at least once a month to accomplish its assignment. Nurse members and one (1) designated nurse alternate shall be paid up to three (3) hours per month for attendance at task force meetings.

D. Agreement. If after exploring alternatives mutual agreement upon a solution acceptable to the task force is reached, such will be implemented by the Medical Center.

E. Minutes. Minutes for each meeting shall be prepared and furnished to the Medical Center, Association and members of the task force. The Medical Center and Association will, upon request by the task force, supply records and information necessary to fulfill the task force’s goals. The minutes and information furnished to Association and task force members in connection with the functioning of the task force are to be deemed confidential, and may be disclosed to other persons only by mutual agreement of the Medical Center and Association.

ARTICLE XVII – HEALTHY WORK ENVIRONMENT AND STAFFING

A. AACN Standards for a Healthy Work Environment. The Medical Center, ONA, and the nurses at the Medical Center have a joint commitment and a shared interest in providing a healthy work environment, to support and foster excellence in the provision of patient care. The parties echo the statement from the American Association of Critical-Care Nurses that the nursing shortage cannot be reversed without a healthy work environment that supports excellence in nursing practice. Toward that end, the parties are committed to working together – including using the

existing processes – to address the elements of a healthy working environment, and agree with the AACN statement: “Healthy work environments do not just happen. Therefore, if we do not have a formal program in place addressing work environment issues, little will change.” To begin the work towards that goal, the parties have developed the Initial Action Plan for a Healthy Work Environment and will continue this work during the term of this Agreement.

B. Staffing Committees and Nurse Staffing. If any nurse has concerns regarding staffing, he or she is encouraged to raise those concerns, without fear of retaliation. The method(s) and process(es) for raising such concerns is part of the work to be done by the parties toward the goal of a Healthy Work Environment, including communication for raising such concerns.

C. The Hospital Staffing Plan.

1. The Medical Center is required under HB 2800 to maintain a written hospital-wide staffing plan for nursing services, which *clearly delineates* the decision-making tools and techniques for each unit to determine its appropriate staffing. The parties acknowledge the legal requirements set forth in HB 2800, including its enforcement mechanisms. For reference purposes only, the text of HB 2800 is reprinted following this contract (at pages 117-132).

2. The plan must generally be developed, monitored, evaluated and modified by a hospital nurse staffing plan committee (“the Housewide Staffing Committee”) in consultation with staff at the unit level.

D. The Staffing Plan Committee. Consistent with HB 2800 and applicable regulations, the Staffing Plan Committee is responsible for developing, monitoring, evaluating and modifying the Staffing Plan in order to provide adequate nurse staffing for the delivery of safe and effective patient care. To that end, the parties agree to the following specific contractual provisions.

1. The Housewide Staffing Committee.

HB 2800/ORS 441.162. The parties acknowledge that the Medical Center is required to follow the provisions of ORS 441.162, ORS 441.166 and OAR 333-510-0045 (collectively, “HB 2800”) regarding staffing and staffing committees. The Housewide Staffing Committee will be comprised of an equal number of Medical Center nurse managers/directors and direct care registered nurses as its exclusive membership for decision-making.

2. Direct care registered nurse representatives and alternatives will be selected by the direct care nurses, through a process determined by the Housewide Staffing Committee. Notice of vacancies on the committee, the time frame for nomination and selection, and the election/approval process will be provided to the Association as a standing task force agenda item.

3. Term or time on the Housewide Staffing Committee will be three years and will include regular members and alternates, as set by the Housewide Staffing Committee Charter.

4. The decision-making process for the Housewide Staffing Committee will generally be by consensus, but where consensus is not possible, if a decision is made it will be by majority rule.

5. The Medical Center has defined the following specialty areas and will include at least one direct care registered nurse from the following specialty areas on the Housewide Staffing Committee:

- a. Medical/Surgical;
- b. Surgical Services;
- c. Critical Care;
- d. Maternal Child Division;
- e. Behavioral Health;
- f. Emergency Services.

The Housewide Staffing Committee may elect to expand the number of representatives or specialty areas as needed.

6. Any nurse or nurses with concerns regarding staffing changes on his/her/their unit are strongly encouraged, but not required, to first meet with the unit manager and/or the unit-based staffing committee to discuss such requested changes. The nurse or nurses may also bring those concerns directly to the attention of the Housewide Staffing Committee.

7. Meetings of the Housewide Staffing Committee.

a. The meetings of the Housewide Staffing Committee will be co-chaired by one direct care registered nurse and one nurse manager/director.

b. The Housewide Staffing Committee will determine how often it needs to meet to achieve its duties, but not less than quarterly.

c. The quorum required for meetings is eight (8) members comprised of 50% of the staff nurse members and 50% of nurse manager/director members.

d. The members of the Housewide Staffing Committee will be paid for the time spent during meetings. Alternates will be paid for attendance at meetings if a nurse representative is unable to attend or where the alternate's attendance was requested.

e. The Medical Center will make every effort to release members (or alternates when necessary) of the Housewide Staffing Committee from scheduled shifts to attend committee meetings.

f. Minutes of the meetings will be taken and will be available for review by all nurses on the Medical Center's nursing website within a month following the meeting.

g. The annual schedule for meetings will be set in advance and available for review by nurses on the Medical Center's nursing website.

h. The names of the members of the Housewide Staffing Committee and their respective units to be represented will be communicated to the nurses on the Medical Center's nursing website.

i. Nurses and/or representatives of the Association may request time on the agenda at the Housewide Staffing Committee to raise issues or concerns.

j. Staff nurses, including members of the Professional Nursing Care Committee and the Association of Professional Registered Nurses ("APRN"), are welcome to attend Housewide Staffing Committee meetings as non-voting observers, on unpaid time.

k. The Housewide Staffing Committee will be asked to develop a plan to educate nurses on its role and responsibilities.

ARTICLE XVIII – SENIORITY AND JOB POSTING

A. Definition of Seniority. Subject to paragraph 1 below, a nurse's seniority shall continue to be computed from the time of his/her last continuous employment by the Medical Center in any capacity within the bargaining unit, based on the date on which the nurse started bargaining unit work.

1. Resource nurses.

a. **Employed on Ratification of Resource Nurse Agreement.** Seniority will be calculated for resource nurses effective 90 days following ratification of the Agreement incorporating resource nurses. A resource nurse's seniority will be calculated based on his/her last continuous employment by the Medical Center as a registered nurse, at the rate of one year of seniority for every three completed years of employment as a registered nurse. Partial years will be credited, if needed, at the rate of one-third.

Note: Any currently employed bargaining unit nurse will not be given seniority credit for prior work as a resource nurse.

b. Hired After Ratification of Resource Nurse Agreement.

A resource nurse's seniority will be calculated based on his/her last continuous employment by the Medical Center as a resource nurse, at the rate of one year of seniority for every three completed years of employment as a resource nurse. Partial years will be credited, if needed, at the rate of one-third.

Note: After ratification of the Agreement re: Resource nurses, seniority for any nurse moving between resource and non-resource bargaining unit positions will be based on total employment in a bargaining unit position (with the 1:3 calculation for time as a resource nurse, as noted in 1a above).

B. Break in Seniority. Seniority shall be broken and terminated if a nurse:

1. Quits unless reemployed within twelve (12) months.
2. Is discharged for just cause.
3. Is laid off for lack of work for twelve (12) consecutive months.
4. Is absent from work without good cause for three (3) consecutive working days without notice to the Medical Center.
5. Fails to report for work promptly without good cause after an accident or illness when released to return to work by physician.

C. Postings. All vacancies and new positions shall be posted for seven (7) calendar days. The notice shall state the position, shift, unit and number of days per week of the available position.

1. The Medical Center may temporarily fill the position during the posting period with a person of its choosing.

2. A nurse who desires to change shifts or to move to another position in the Medical Center shall complete a transfer request form for that position.

3. Managers will make a good faith effort to communicate the posting or anticipated posting of positions to nurses working on the unit where a position will be posted. Such communication may be by email, staff meeting announcements, or other regularly used methods of communication.

D. Seniority Consideration. Qualified senior nurses shall be given shift and unit preference when a vacancy occurs. To exercise seniority, the senior nurse must agree to work the number of days or weeks of the vacant position. A nurse who has left the bargaining unit may not use his/her seniority to gain reemployment and/or transfer back into a bargaining unit position. If a nurse returns to a bargaining unit position, seniority may then be used as set forth in Article XVIII 1.B.

E. Charge Nurses. Seniority shall prevail in advancement to Charge Nurse vacancies, provided the skill, ability, and qualifications of the nurses are equal. The Medical Center shall be the sole judge of the relative skill, ability, and qualifications of the nurses (including leadership, communication, and conflict resolution skills and abilities), which said judgment shall not be arbitrarily or capriciously exercised.

F. Agency or Travelers. There will be a posted bargaining unit position within a cluster (within a unit in the perinatal and surgical clusters) where guaranteed agency nurses or travelers are being used to perform bargaining unit work other than to fill bargaining unit positions because of any combination of leaves of absence, vacations, holidays, and sick leave.

G. Transfers. A nurse is encouraged to communicate with his/her manager regarding the nurse's desire to move to a different nursing unit within the Medical Center. The nurse's manager will not prohibit a nurse from making or requesting an otherwise permitted transfer, and the provisions of Sections C and D of this Article will

apply regarding such transfer requests. To be eligible to submit a transfer request, a nurse must (1) have held his/her current position for at least six (6) months, unless agreed to by the Human Resources Director, and (2) have no disciplinary actions in the six (6) months prior to the request. A department head, supervisor, or hiring manager may not prohibit a nurse from making a request for transfer or to transfer.

ARTICLE XIX – REDUCTIONS IN FORCE AND LOW CENSUS

A. Layoff. A layoff is defined as a staff reduction because of a position elimination or long-term reduction in hours, unit closure or merger, or Medical Center projections that the staff reduction in a unit and shift will continue for an extended period.

B. Qualifications. Subject to the provisions of Section D(2), for purposes of this Article XIX, a nurse is “qualified” if the nurse currently works on or is oriented to the nursing unit where the positions exists, or is determined to be able to meet the routine or previously posted positions requirements, with an orientation not to exceed six (6) consecutive weeks.

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

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

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

1. In the event of a layoff or elimination of a nurse's position, the nurse with the least seniority, (as defined in Article XVIII) among the nurses in the shift of the patient care unit where such action occurs, will be displaced from his/her position in the following manner. The initially displaced nurse will then have the following options:

a. The initially displaced nurse may, within seven (7) calendar days of his or her notification of the displacement, choose to accept layoff with severance pay in lieu of further layoff rights or options. Such severance pay will be based upon the Medical Center's severance policy applicable to non-represented employees then in effect, except that the nurse will receive severance payments equal to seventy-five percent (75%) of the severance payments available to non-represented employees with the same number of years of service as the nurse. Severance is not available to nurses who become displaced due to the application of the "bumping rights" described below; or

b. The initially displaced nurse may take the position of the least senior regular nurse in the same patient care unit, provided he/she is qualified to perform the work of that position (the nurse whose position is

thus taken will become the displaced nurse for purposes of the following subsections); or

c. The displaced nurse may take the position of the least senior regular nurse in the patient care unit(s)/cluster in which the nurse is permitted to float, provided the nurse is qualified to perform the work of that position. However, no regular full-time or part-time nurse will be required to take the position of resource nurse and no nurse with benefits will be required to take a non-benefitted position. (The nurse whose position is thus taken will become the displaced nurse for purposes of the following sections); or

d. The displaced nurse may take the position of the least senior regular nurse in the bargaining unit, provided he/she is qualified to perform the work of that position. However, no regular full-time or part-time nurse will be required to take the position of resource nurse and no nurse with benefits will be required to take a non-benefitted position. (The nurse whose position is thus taken will become the displaced nurse for purposes of the following subsections); or

e. The displaced nurse may elect reclassification to resource status on a non-regularly scheduled basis; or

f. The displaced nurse may elect to transfer, if offered by the Medical Center, to a temporary position for not to exceed 90 calendar days or a position in a training program for not to exceed six (6) months, which position will not be considered a vacancy under this Article; or

g. The displaced nurse will be laid off.

2. In the event the Medical Center undergoes a layoff and a position exists in a unit affected by the layoff that required special skills and/or competencies which cannot be performed by other nurses in that unit, the Medical Center will notify the Association. 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 considering 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.

3. Recall from layoff will be in the order of laid off nurses' seniority, provided the nurse is qualified to perform the work of the recall position. A displaced nurse under any of the five preceding subsections, including recalled nurses under the previous sentence, will be given preference for vacancies in the same unit and shift from which the nurse was displaced, in order of their seniority. Rights under this paragraph continue for up to twelve (12) months from the date of displacement. It is the responsibility of the displaced nurse to provide the Medical Center with any changes in address, telephone number or email address. A nurse forfeits any recall rights if the nurse fails to provide the Medical Center such changes and the Medical Center is unable to contact the nurse using such contact information. The Medical Center agrees it will attempt to contact the nurse by letter/mail, telephone and email (if provided by the nurse) and document such efforts. The recalled nurse must respond to the Medical Center within 14 calendar days of such contact or will forfeit all recall rights.

4. In Unit Posting to Prevent Layoff. In the event a unit is overstaffed on a shift, and is simultaneously understaffed on a different shift, and the Medical Center would otherwise be required to lay off a nurse on the overstaffed shift, the Medical Center will notify the Association and the parties will meet to review the positions and nurses affected. If the parties review the information and agree that posting the position as available only to nurses in that unit is necessary to prevent a layoff, the position may be posted notwithstanding Art. XVII (C).

F. Low Census Definitions:

1. Low Census - A Low Census event occurs when the Medical Center determines that there are more nurses scheduled or working than needed.

2. Rolling Calendar Year - For this Article, Rolling Calendar Year will mean the 26 pay periods preceding the current pay period.

G. Low Census Process:

1. Low Census will be assigned in the following sequence within the cluster (and within unit in the surgical clusters) where the need for Low Census is identified in the following order:

a. Agency nurses (per diem, guaranteed or travelers).

b. Temporary nurses.

c. Share Care nurses.

d. Resources nurse after they have worked 24 hours in that week. If more than one resource nurse is subject to low census, the unit will use a rotation system to determine which nurse will receive low census.

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

f. Volunteer nurses on units, followed by volunteer nurses within the cluster where the Low Census will occur, subject to the provisions of Sections (D(2)(b) and E), below. Lists of requested voluntary Low Census are maintained in the appropriate department 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 unit/cluster (e.g., with or without standby). Where multiple requests are received for the same status of voluntary low census (e.g., with or without standby), the earliest request(s) will be given preference and the order will be viewable by nurses on-line, provided that a nurse on the same unit or cluster is qualified to perform the work of the nurse given the time off.

i. The parties acknowledge that the Medical Center will make its best effort to select accurately among volunteers for low census.

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

g. Resource nurses, regardless of the number of shifts they worked that week.

h. Low Census from the “Mandatory List” will be assigned to the nurse with the lowest “Factor”.

i. “Factor”. Beginning with the pay period that begins 90 days after ratification of this Agreement, a Mandatory List will be compiled, by assigning each full-time and part-time nurse a Factor calculated as follows:

$$\begin{array}{ccc} \text{Nurses's Total Low Census} & & \text{Nurse's FTE (expressed in} \\ \text{Hours}^{\diamond} \text{ (voluntary and} & \div & \text{annualized hours for the rolling} \\ \text{mandatory) in a rolling} & & \text{calendar year)} \\ \text{calendar year} & & \end{array}$$

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

ii. The Mandatory List will be updated every 12 to 24 hours, and will be available for viewing by nurses. Each nurse is responsible for checking the Mandatory List and alerting his or her

manager to any concerns with the calculation for that nurse or the nurse's relative placement on the list.

iii. Situations that will alter the assignment of Voluntary and Mandatory Low Census by the lowest Factor are:

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

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

iv. Any nurse who is assigned a Mandatory Low Census and desires to work may request to fill available positions on another day or another shift. The Medical Center will attempt to offer regular full-time and part-time nurses, who would be working except for being on Low Census, an opportunity to work such time in areas where they are qualified, before assigning nurses on the "on call list" to work in such areas at such times.

H. Nurses' Status While on Mandatory Low-Census Before the Start of the Shift.

1. When a nurse is placed by the Medical Center on low census, the nurse will request either:

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

b. Partial Shift Low Census. This means that the nurse is obligated to the Medical Center for a portion of that shift.

The Medical Center will, consistent with operational and patient care needs, make its best efforts to honor the nurse's preference for full or partial shift low census.

2. Partial Shift Low Census.

a. If the Medical Center cannot grant a nurse's request for full shift low census, it will place the nurse on partial shift low census. The nurse will then receive a scheduled partial shift of either four, six or eight hours (10- or 12-hour night shift nurses will have a partial shift length of 8 hours). If standby is needed by the Medical Center, the nurse will be given the option to be on standby for the nurse's cluster during the low census portion of the nurse's shift. If the nurse is called in to work during the time the nurse is on voluntary standby, the standby provisions of this contract will apply.

b. If the Medical Center places a nurse on partial shift low census and the nurse has informed the Medical Center of the nurse's preference to be placed on full shift low census, that nurse will be moved to the top of the list for voluntary low census. If there is subsequent low census in that nurse's cluster before the nurse has reported to work such that the nurse could be given full shift low census, the Medical Center will grant that nurse's request for voluntary low census before granting the request of any other nurse who has already reported to work or who would have been ahead of the nurse on the voluntary low census list.

c. If the nurse works only the last four or six hours of a scheduled shift due to low census, the nurse will be credited with the entire length of the nurse's shift as credit towards the nurse's Low Census Factor. Evening shift nurses (3:00 p.m. – 11:00 p.m.) will receive this credit if they work any four hour segment of their shift.

I. Nurses' Status While on Voluntary Low-Census Before the Start of the Shift.

1. The Medical Center will, consistent with operational and patient care needs, make its best efforts to honor a nurse's preference for voluntary low census. When volunteering for low census, the nurse may ask to be placed on either (1) full shift low census with or without standby, or (2) partial shift low census with or without standby, but with a scheduled partial shift of either four,

six or eight hours (10- or 12-hour night shift nurses will have a partial shift length of 8 hours). If the nurse is called in to work during the time the nurse is on voluntary standby, the standby provisions of this contract will apply.

2. If the nurse on voluntary low census is given a scheduled partial shift, the nurse is moved to the top of the list of volunteers for full day low census. If there is subsequent low census on that nurse's unit before the nurse has reported to work, in order to better ensure consistency of patient care and patient safety, the Medical Center will give that nurse full shift low census before granting any request for voluntary low census from a nurse who has already reported to work.

J. Protocol for Addressing Excess Mandatory Low Census: If the Association desires to discuss with the Medical Center its concerns regarding excess mandatory low census on any unit, it may raise that issue at a Task Force meeting. The parties shall consider actions to remedy the situation, including potential reorganization and/or implementation of a reduction in force.

ARTICLE XX – NO STRIKE/NO LOCKOUT

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

ARTICLE XXI – GRIEVANCE PROCEDURE

A. Purpose. Both the Medical Center and Association subscribe to the principle that grievances be promptly heard, acted upon and effectively resolved. Grievances which arise between the Medical Center and any nurse during the term of this Agreement shall be handled through this Article.

B. Definitions. A grievance is defined as any dispute over the Medical Center's interpretation and application of the provisions of this Agreement. As used in this Article, the word "days" shall mean calendar days.

C. Probationary Nurses. Probationary nurses shall have access to this grievance and/or arbitration procedure except for matters relating to discipline or termination.

D. Procedure:

Step 1: The nurse shall present his/her grievance in writing to the nurse manager or appropriate representative of the Medical Center as soon as possible but no later than 14 days from the date of occurrence, or the date when the nurse should reasonably have known of the occurrence, of the alleged violation upon which the grievance is based. The grievance shall set forth the facts of the dispute, including the date of the alleged violation, the names of the employee(s) affected, the specific provisions of this Agreement in dispute, and the relief requested. Any nurse who is an officer of the bargaining unit or the Association may present a group grievance where the occurrence actually involved at least four nurses, provided that either an officer of the bargaining unit or one of the affected nurses signs the grievance. The nurse manager or appropriate representative of the Medical Center shall respond in writing with his/her specific reasons within seven (7) days after the discussion, if any, or within 14 days after receipt of the grievance, whichever is later.

Step 2: If the nurse is dissatisfied with the decision under Step 1, the nurse may present the grievance in writing to the Director of Nursing or appropriate management representative within seven (7) days of receiving a response required by Step 1. The Director of Nursing or other appropriate management representative shall meet with the grievant and a representative of the Association within seven (7) days and shall render a written response within five (5) days of such meeting.

Step 3: If the grievance is not resolved under Step 2, Association may submit the grievance to the Administrator within seven (7) days after receipt of the Director's response. The submission will include a written statement of the specific reasons for moving the grievance to this step that will provide the Administrator with sufficient information to investigate and respond to the grievance. The Administrator or designee's written response to the grievance shall be given within seven (7) days after a meeting between him/her and the grievant and a representative of Association. If no meeting is held, such written response is due within ten (10) days of presentation of the grievance.

Step 4: If the grievance is not resolved on the basis of the foregoing procedure, Association may submit the grievance to arbitration by notifying the Medical Center in writing within ten (10) days from receipt of the Administrator's response, or if the written response is not received within that time period, within twenty (20) days after proper presentation of the grievance to Step 3.

a. In the event the parties are unable to agree on the arbitrator within seven (7) days from the date the grievance is tendered at Step 4, the arbitrator shall be chosen from a list of five (5) names from the state of Oregon furnished by the Federal Mediation and Conciliation Service. The parties shall alternately strike one (1) name from the list, with the first strike being determined by the flip of a coin, and the last name remaining shall be the arbitrator for the grievance.

b. The arbitrator will render a decision within thirty (30) days from the close of the hearing.

c. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall not have the power to add to, subtract from or modify the terms of this Agreement.

d. Expenses and compensation of the arbitrator will be divided equally between the Medical Center and Association.

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

ARTICLE XXII – SEPARABILITY

A. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

B. All provisions contained in this Agreement are subject to government review and approval under applicable economic controls, laws and regulations.

ARTICLE XXIII – SUCCESSORS

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

ARTICLE XXIV – DURATION AND TERMINATION

A. Duration. This Agreement shall be effective as of the date of execution, except as specifically provided otherwise, and shall remain in full force and effect through December 31, 2015, and annually thereafter unless either party hereto serves notice on the other to amend or terminate the Agreement as provided in this article.

B. Modification. If either party hereto desires to modify or amend any of the provisions of, or to terminate, this Agreement, it shall give written notice to the other party not less than ninety (90) days in advance of December 31, 2015, or any December 31 thereafter that this Agreement is in effect.

IN WITNESS WHEREOF, the Medical Center and Association have executed this Agreement as of this 7 day of May, 2014.

OREGON NURSES ASSOCIATION

By Sally L. J. Jr.
By Deirda Peters
By Patricia L. Wake
By Sonali M. M. R.
By Maryann Alston
By John P. J.
By John P. J.
By John P. J.
By John P. J.

PROVIDENCE ST. VINCENT
MEDICAL CENTER

By John P. J.

APPENDIX A – COMPENSATION

A. Wage Rates. The following are the rates of pay of all Staff Nurses employed under the terms of this Agreement:

1. Effective the first full pay period that includes the date listed, the hourly rates listed in that column will apply.

Effective the first pay period following ratification: 2.5% increase to all steps.

Effective the first pay period that includes 1/1/2015: 1.5% increase to all steps.

If this agreement is ratified by March 18, 2014, all across-the-board wage rate increases will be made retroactive to January 1, 2014.

Step	1/1/2014	1/1/2015
1	\$34.17	\$34.69
2	\$36.00	\$36.54
3	\$37.16	\$37.71
4	\$38.38	\$38.95
5	\$39.95	\$40.55
6	\$42.18	\$42.81
7	\$42.60	\$43.24
8	\$43.01	\$43.65
9	\$43.44	\$44.09
10	\$43.85	\$44.51
11	\$44.27	\$44.93
12	\$44.68	\$45.35
13	\$45.08	\$45.76
14	\$45.51	\$46.19
15	\$45.92	\$46.61
16	\$46.38	\$47.08
17	\$46.85	\$47.56
18	\$47.30	\$48.01
19	\$47.78	\$48.49
20	\$48.24	\$48.96
21	\$48.97	\$49.71
22	\$49.71	\$50.46
25	\$50.72	\$51.48
30	\$51.48	\$52.25

2. Nurses' compensation shall be computed on the basis of hours worked.

3. For the year 2006 only, nurses will be eligible for:

a. Step 10 if, in accordance with Paragraph 5 below, they have been continuously employed under this Agreement and its predecessors for at least ten (10) years, or have been continuously employed at Step 6 for at least four (4) years;

b. Step 15 if, in accordance with Paragraph 5 below, they have been continuously employed under this Agreement and its predecessors for at least fifteen (15) years, or have been continuously employed at any combination of Steps 6, 10 and former 12 for at least nine (9) years;

c. Step 20 if, in accordance with Paragraph 5 below, they have been continuously employed under this Agreement and its predecessors for at least twenty (20) years, or have been continuously employed at any combination of Steps 6, 10, former 12 , and 15 for at least fourteen (14) years; or

d. Step 21 if, in accordance with Paragraph 5 below, they have been continuously employed at Step 20 for at least one (1) year.

e. Step 22 if, in accordance with Paragraph 5 below, they have been continuously employed (1) by the Medical Center for at least 20 years and (2) at Step 21 for at least one (1) year.

4. A nurse shall progress according to the year-to-year wage progression set forth in this section at the end of each anniversary date, provided that he/she has worked a minimum of 650 hours. In the case where a nurse has not worked 650 hours during any anniversary year, advancement to the next wage step shall be delayed until completion of 650 hours of work. Computation of 650 hours in the following years shall commence upon completion of the prior 650-hour requirement.

5. A new Step 25 shall be effective as of July 1, 2006. To be eligible for Step 25, the nurse must have been continuously employed by the Medical Center for at least 25 years and at Step 22 for at least one year.

6. A new Step 30 still be effective as of January 1, 2012. A nurse will progress to Step 30 after being on Step 20 or higher for ten years.

B. Additional Wage Provisions.

1. Nurses' compensation shall be computed on the basis of hours worked.

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

3. Regularly scheduled part-time nurses shall receive consideration for promotional advancement.

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

5. Credit for prior experience: A newly hired nurse may be hired at any Step, but not less than the Step number that corresponds with the number of years of the nurse's related experience as a nurse employee of an accredited acute care hospital(s) during the immediately preceding five (5) years. A year of experience under this section is 2,080 hours of the related work. The Medical Center may, in its discretion, place a newly hired experienced nurse at a higher step rate of pay.

C. Differentials.

1. Charge Nurses. Charge nurses shall receive a differential of \$3.60 per hour in addition to the appropriate Staff Nurse hourly rate set forth above. Relief charge nurses shall receive, during the period of assignment to the charge nurse function, \$2.25 (\$2.30 in 2015) per hour in addition to the appropriate Staff Nurse hourly rate set forth above.

2. Shifts.

a. Nurses will be deemed to be assigned for shifts as follows:

Half or more of the nurse's assigned hours are between the hours of:	Shift
<hr/> 7 a.m. and 3 p.m.	<hr/> Day
3 p.m. and 11 p.m.	Evening
11 p.m. and 7 a.m.	Night

Such assigned hours do not include hours which fit the definition of daily overtime hours under Article V, Section D.

b. Effective with the first full pay period beginning after ratification of this Agreement, nurses assigned for evening and night shifts shall be paid, in addition to the appropriate Staff Nurse rate set forth in Section A above, as follows:

- i. Evening shift: \$2.50 per hour.
- ii. Night Shift: \$5.80 per hour.

c. If the nurse's assigned hours fit more than one shift definition under subparagraph a above, the nurse will be deemed to be assigned for the shift with the higher shift differential.

d. If a nurse is assigned to work hours which fit the definition of daily overtime hours under Article V, Section D, the nurse shall be paid shift differential, if any, for such daily overtime hours according to the nurse's assigned shift under 1 above. However, if a nurse works four (4) or more hours of such 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 assigned 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. This paragraph will apply only to hours for which shift differential would not otherwise be paid under the other paragraphs of this section 2.

e. However:

i. Nurses scheduled for a 7 a.m. to 7:30 p.m. shift (day shift as defined above) will be paid evening shift differential for all hours worked on the shift after 3:30 p.m., if those hours do not otherwise qualify for shift differential under the other paragraphs of this section 2; and

ii. Nurses who, on the date of ratification of this Agreement are regularly assigned to a shift for which they receive shift differential pay for hours that would not be eligible for shift differential pay under 2.a above, will continue to be paid the shift differential for those hours. This paragraph will cease to apply once the nurse is assigned to another shift. The nurse will thereafter be subject to the preceding paragraphs.

3. Certifications. Effective with the first full pay period beginning after ratification of this Agreement, a nurse who meets the requirements of this section shall receive a \$1.75 per hour certification differential.

a. The nurse must have a current nationally recognized certification on file with the Medical Center for the area where the nurse

works a significant number of hours. Eligibility for the certification differential will cease beginning with the first full pay period following the expiration date of the certification, unless the nurse submits proof to the Medical Center of certification renewal before that date. If the proof is submitted to the Medical Center after that date, the certification differential will be resumed beginning with the first full pay period following the submission.

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

c. Only one certification and one certification differential will be recognized at a time for the purposes of this section. Nurses with multiple recognized certifications will receive certification differential for only one at a time.

d. The Medical Center will specify not less than one certification to be recognized for each of the following areas: med/surg, day/surg, float, surgery, critical care, IV therapy, emergency, family maternity, recovery, orthopedics, neuroscience, psych, and kidney dialysis. The IBCLC certification will also be recognized under this section for the family maternity area, and will replace all other premiums for such certification or expertise.

4. Preceptors. Effective with the first full pay period beginning after ratification of this Agreement, a nurse assigned as a preceptor will be paid a differential of \$2.00 worked as a preceptor. A preceptor is a nurse who is designated by his/her nurse manager to assess the learning needs of a nurse or capstone student nurse; plan the nurse's/capstone student nurse's learning program; implement the program; provide direct guidance and supervision to the nurse during the program; and, in conjunction with the nurse manager and/or

designee, evaluate the nurse's progress during the program. This differential will not be paid for any unworked hours or for any hours when the nurse is not working as a preceptor.

D. Standby Compensation. The following standby compensation policies shall apply to all nurses:

1. Effective with the first full pay period beginning after ratification of this Agreement, nurses scheduled for standby shall be paid the sum of \$4.55 (\$4.70 in 2015) for each hour of scheduled standby.

2. Time actually worked on a call-back while on scheduled standby shall be paid for at one and one-half (1-1/2) times the nurse's regular straight-time hourly rate of pay for a minimum of three (3) hours. Such premium pay rate will begin with the time the nurse actually begins work during the standby period. Such premium rate will apply only where (1) the nurse has first clocked out and then received a call from the nurse's unit manager or designee asking the nurse to return to work or (2) where the nurse continues his or her scheduled shift for 60 minutes or more. If the nurse continues his or her scheduled shift for 59 minutes or less, the nurse will receive one hour of the premium rate.

3. Mandatory Scheduled Standby. Nursing units with mandatory scheduled standby will follow the provisions in Appendix D.

E. Extra Shifts.

1. Extra shifts differential. A nurse will be paid a differential of \$18.00 per hour for all hours worked per week in excess of the number of the nurse's regularly scheduled hours for the week, when such excess hours result from the nurse agreeing to work an extra shift of at least four (4) hours in duration (3.5 hours for 9-hour shift nurses), at the request of the Medical Center. This differential will be \$19.00 per hour for hours worked on weekend shifts, which are defined as shifts beginning within the period from 7:00 p.m. on Friday through 6:59 p.m. on Sunday. The differential will not be paid for any unworked hours.

2. Regularly scheduled hours. For the purposes of determining “the nurse’s regularly scheduled hours for the week” under Paragraph 1 above, regularly scheduled hours actually worked in the week will be counted, and the following regularly scheduled hours will also be counted for the week:

- a. Not worked because of Low Census;
- b. Not worked because the Medical Center required attendance at a specific education program;
- c. Not worked because the nurse was on a paid educational leave from such hours; and
- d. Not worked because the nurse was excused due to a holiday under Article VI, Section A (including a compensating day off given for one of those holidays), from hours that would otherwise have been worked. Hours worked in determining eligibility for this differential will not include hours worked as a result of trades or of being called into work while on standby.

3. Reduction in FTE status. If a nurse’s FTE status is reduced, this differential will be payable to the nurse only for extra shifts worked after the completion of 26 full pay periods following the nurse’s FTE reduction, with the exception of a change from a 40-hour to a full-time 36-hour per week shift.

4. Scheduled extra shifts. After the scheduling plan sheet is processed, the unit manager will determine which shifts will be offered as scheduled extra shifts. These shifts will be posted on the unit.

- a. Prior to offering any extra shifts, the Medical Center may assign each resource nurse up to 24 hours of work per week.
- b. Each regular part-time and full-time qualified nurse will be given preference for these shifts in order of the nurse’s seniority, for up to

two (2) extra shifts in the nurse's home unit during the schedule period, provided, however, that nurses indicating a willingness to float within their cluster will have priority over nurses who do not make themselves available to float. The order specified above will recur until all the open shifts have been assigned or there are no remaining requests for an open shift.

c. These shifts will be coded on the final posted schedule as scheduled extra shifts.

d. If a scheduled extra shift is canceled, and if standby is needed by the Medical Center, the nurse will be given the option to be on standby for the nurse's cluster.

e. Any nurse scheduled to work an extra shift will receive at least two (2) hours' advance notice if the shift is to be canceled. This notice requirement will be deemed satisfied by a reasonable effort to notify the nurse by telephone not to report for work.

f. If the foregoing notice provision is not satisfied, or if the nurse is permitted to come to work without receiving any notice, the nurse is eligible to receive four (4) hours of pay in accordance with the provisions of Paragraph 1 herein.

g. Nurses working scheduled extra shifts are subject to being called off, after four (4) hours of work, prior to any other nurse working a regular shift, subject to the particular needs of patients and continuity of patient care at the time of the call-off.

h. Qualifications. To qualify for working an extra shift, a nurse must have the skill, ability and qualifications that meet the needs for the particular assignment. Nurses will not be qualified for working an extra shift for a period of six (6) months after receiving a corrective action.

APPENDIX B – CLINICAL LADDER
LETTER OF AGREEMENT: CLINICAL LADDER

NOTICE: This Letter of Agreement will be revised in June 2014, see insert for revised agreement or view online at www.oregonrn.org

Providence St. Vincent Medical Center (“the Medical Center”) and Oregon Nurses Association (“Association”) hereby adopt the currently agreed upon Clinical Ladder Program (“the Program”) and the following terms in connection with said Program:

1. Nurses covered by the parties’ Collective Bargaining Agreement (“Agreement”) are eligible to participate in the Program, in accordance with the Program’s terms.
2. Nothing in the Program is subject to the grievance procedure set forth in the Agreement.
3. A Nurse who has been approved for, and is participating in, an advanced level under the Program will receive an increase in her/his Appendix A, Section A, hourly rate of pay under the Agreement, equal to the applicable amount set forth below for the Nurse’s Clinical Ladder level:

RN I	\$1.75
RN II	\$3.00
RN III	\$5.00
RN IV	\$6.00

4. In addition to the above-listed increase in hourly rate of pay, Nurses approved for and participating at, the following shall be eligible for:
 - a. Level I RNs 8 hours, Level II RNs 16 hours, Level III and Level IV RNs 32 hours additional paid educational leave annually.
 - b. Level I RNs will receive up to one hundred and fifty (\$150.00), Level II RNs will receive up to three hundred dollars (\$300.00), Level III RNs will

receive up to six hundred dollars (\$600.00), and Level IV RNs will receive up to seven hundred dollars (\$700.00), in addition to whatever expense reimbursements they may otherwise qualify for, to defray the cost of registration and attendance in connection with the additional paid educational leave set forth in paragraph 4a. (The parties acknowledge that these dollars are allocated based on a calendar year and, if not used in a calendar year, the funds will not rollover into the next year.)


5. The Medical Center shall provide an educational conference in 2013, exclusively for all Clinical Ladder participants. Request for released time from work will be subject to the Medical Center's staffing needs. Conference attendees will receive additional paid educational leave to attend this conference. If the Medical Center does not release a Clinical Ladder participant from work to attend the conference, the Nurse will, upon request, be given paid educational hours equivalent to the conference time, at a later date.
6. The parties recognize that the purpose of the Program is to advance nursing practice and to support the clinical goals of the Medical Center. To that end, the Board shall prepare the agenda and keep minutes of the meetings, copies of which shall be provided to the Chief Nurse Executive and a designated Clinical Ladder liaison from the Medical Center's management team and Association within two (2) weeks of each Board meeting. The minutes shall include a list of projects reviewed and approved by the Board each quarter.
7. As a pilot project for the term of this Agreement, the Medical Center will, upon presentation of a valid receipt to Nursing Administration, reimburse each Clinical Ladder participant up to seventy-five dollars (\$75.00) per year for online continuing education (such as Pearlsreview.com). Any additional cost will be borne by the Clinical Ladder participant. The parties agree to meet and review the effectiveness of this project prior to the expiration of this agreement.
8. The Program will remain in effect as currently agreed upon, except as modified by this Letter of Agreement or by subsequent agreement of the parties.
Notwithstanding this provision, if the Clinical Ladder Board determines additional

revisions to the clinical ladder packet (non-economic terms) are appropriate, the Board may request that the Medical Center and Association meet to review the Board's proposed changes. If the Association and the Medical Center mutually agree, the parties may modify the clinical ladder packet prior to July 1, 2014.

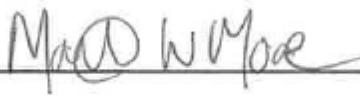
9. The Program will continue in effect, in accordance with this Letter of Agreement, until July 1, 2014. It will remain in effect from year to year thereafter unless either party notifies the other of its desire to terminate or modify it, by giving at least ninety (90) days written notice of termination to the other party and at least sixty (60) days written notice of termination to the Federal Mediation and Conciliation Service. Whether or not such notice is given, all provisions of this Agreement, including its No Strike/No Lockout article will remain in full force and effect in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, Medical Center and Association have executed this Agreement as of this 19 day of December, 2012.

OREGON NURSES ASSOCIATION

By 

PROVIDENCE ST. VINCENT
MEDICAL CENTER

By 

APPENDIX C – STANDARDS OF BEHAVIOR

The Medical Center and the Association strongly support standards of behavior in the workplace that are consistent with the mission and core values of Providence Health System and with the ANA Code of Ethics. The parties support the enforcement of these standards with respect to all Medical Center employees, including managers and bargaining unit nurses. There is an inherent value in the observance of standards of behavior that create a culture where employees feel valued and patients are attended to with the utmost care and respect. Accordingly, the parties agree as follows:

A. Zero Tolerance. The parties agree to cooperate with each other to promote zero tolerance of hostile, violent or abusive behavior, consistent with existing contract provisions and Medical Center policies prohibiting intimidation and harassment.

B. Collaborative Work Environment. The parties agree to actively and cooperatively reinforce with bargaining employees and their managers the positive attributes that characterize and sustain a collaborative, professional workplace environment.

C. Reporting and Non-Retaliation. The Medical Center, in partnership with the Association, supports nurses individually addressing and reporting, if necessary, incidents that involve violations of the above-referenced standards of behavior. The parties will be diligent in assuring that no nurse will experience any retaliation for reporting such a violation.

APPENDIX D – OPERATING ROOM PROCEDURE

A. Nurses in the Main Operating Room.

1. The department will be staffed twenty-four (24) hours a day, with work schedules designed to provide care as needed. Start times generally are: 7 am, 9 am, and 11 am on day shifts, 3 pm on evening shifts, and 11 pm on night shifts. Nurses who have worked continuously in the operating room or the cardiac surgery unit since before January 1, 1980, will not be scheduled to work Sundays (except on standby) without their consent.

2. Main operating room nurses may be assigned to provide operating room procedures in any department or unit.

3. Changes in the assigned days off of part-time nurses may occur (a) when the nurse's scheduled shift or FTE status changes; (b) on a voluntary basis if agreed to by the Medical Center; or (c) in all other circumstances, on the basis of reverse seniority of the part-time nurses on the shift. If a nurse's assigned days off are changed under c and a vacancy occurs on the same shift with the same number of days per week within 90 days of the change, the nurse will be given the first opportunity to fill the vacancy. The preceding sentence will not apply to nurses who enter the main operating room on or after January 1, 1994.

4. Except as limited by subsection 1 above or as the result of volunteers, nurses will rotate to cover weekend shifts, usually not more than once every five to six weeks.

B. Cardiac Surgery Operating Room Nurses.

1. The cardiac surgery operating room unit will be staffed, with work schedules designed to provide care as needed. Nurses who have worked continuously in the operating room or the cardiac surgery operating room unit since before January 1, 1980, will not be scheduled to work Sundays (except on standby) without their consent.

2. Cardiac surgery operating room nurses will float to other cardiac operations departments and the main operating room, subject to the provisions of Article VIII, and perform prescribed duties as needed.

C. Operating Rooms Standby.

1. Main Operating Room Nurses who have been assigned a regular schedule of standby in any of the Medical Center's operating rooms for at least twenty (20) years as an RN or operating room technologist will be exempt from standby if they so choose before the schedule is prepared. If there are problems in covering standby or if the exemption of such 20-year nurses from standby results in an increase to the required standby shifts of the non-exempt nurses of greater than four (4) call shifts per call rotation schedule (6 weeks) over three call rotations periods (18 weeks), the Medical Center and Association will meet, upon request, to consider modification of the exemption in order to provide appropriate standby.

2. Nurses working in the Cardiac Surgery Operating Room, Cath Lab, Surgical Services Ophthalmology, Medical Procedures Unit, Pediatrics operating rooms and who have been assigned a regular schedule of standby in the one or more of these units for at least twenty (20) years as an RN or operating room technologist, may, when staffing levels permit, be allowed to be exempt from or to have a reduced mandatory standby obligation on their unit(s). The extent of the reduction or exemption will depend on the number of senior nurses on the unit and the unit's operating requirements, as determined by the Medical Center in collaboration with each unit's staffing committee. It is the intent of the parties that such reduction or exemption will not cause the other nurses on the affected unit to experience an increased standby obligation of more than one standby shift per standby schedule. The reduction/exemption may be rescinded if core staffing needs cannot be met.

3. Nurses on standby will be provided with beepers and will be expected to be able to arrive at work within thirty (30) minutes. Sleep rooms for

use during non-working time while on standby are provided for those who want to remain in the Medical Center.

4. Standby hours may be “given away” to qualified staff with the prior approval of the Medical Center.

D. Overtime Waiver. Operating Room nurses, and Post Anesthesia Care nurses, when all of the work in the 24-hour period is performed in the provision of post anesthesia care, may waive overtime under Article V, D.2 (or daily overtime under any applicable Nine-hour, Ten-hour, or Twelve-hour Schedule Agreement), by signing a form which provides for replacement of such waived overtime with overtime compensation for all consecutive hours worked in excess of eight (or nine, or ten, or twelve, if applicable, under the Nine-hour, or Ten-hour, or Twelve-hour Schedule Agreements). Such waiver may be revoked upon 30 days’ written notice to the Medical Center.

E. Resource Nurse Standby Requirements. Resource nurses hired on or after February 24, 2010 (the date of the ratification of the Resource Nurse Agreement) shall be subject to the standby requirements of Article V (H)(3). Resource nurses employed prior to February 24, 2010 will not be subject to the standby requirements in Article V (H)(3) but shall continue to fulfill the standby requirements which existed prior to February 24, 2010. This provision applies to resource nurses employed in the Cardiovascular Operating Room, Pediatrics Operating Room, Medical Procedures Unit, Surgical Services Ophthalmology, Cath Lab and Main Operating Room. Resource nurses will provide availability for standby based on the procedure/process determined by the department’s scheduling practices, not to exceed the standby requirements applicable to regular full-time and part-time nurses.

APPENDIX E – HEALTH, DENTAL, AND VISION INSURANCE

The Medical Center and the Association agree that the nurses will participate in the medical, prescription, dental, and vision plans, as offered to the majority of the Medical Center's employees, provided, however, that the Medical Center agrees that the plan will have the following provisions in 2014:

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: 20% after deductible	After deductible: PCP: 10% Specialist: 20%
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
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	20% after deductible	20% after deductible
Emergency room	\$250 copay (waived if admitted)	20% after deductible
Urgent Care	20% after deductible	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

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	2014	2015	2014	2015
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	2014	2015	2014	2015
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

Prescription Drugs

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

	(maximum cost is \$150 per Rx) after deductible Specialty 20% after deductible	(maximum cost is \$150 per Rx) after deductible Specialty 20% after deductible
Mail order (90 day supply)	Same as Providence and retail	Same as Providence and retail

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 \$1400 Family	\$700 Individual \$1400 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 \$6,300 max per family	\$3,000 employee only \$6,000 if covering dependents

Any balance left 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 or any applicable/required laws. 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 vested balance in the HRA to pay for COBRA premiums.

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

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,	No cost and no deductible.	20% of the cost and no deductible.	No cost and no deductible.	20% of the cost and no deductible.

Topical Fluoride, Space Maintainers, Resin Restoration				
Restorative				
Fillings, Stainless Steel Crowns, Oral Surgery (teeth removal) Denture Insertion Treatment of pathological conditions and traumatic mouth injuries	Deductible and 20% of the cost	Deductible and 30% of the cost	Deductible and 20% of the cost	Deductible and 30% of the Cost
General Anesthesia Intravenous Sedation	Deductible and 20% of the cost	Deductible and 30% of the cost	Deductible and 20% of the cost	Deductible and 30% of the Cost
Endodontics Pulpal and root canal treatment services: pulp exposure treatment, pulpotomy, apicoetomy	Deductible and 20% of the Cost	Deductible and 30% of the cost	Deductible and 20% of the cost	Deductible and 30% of the cost
Major				
Crowns, veneers or onlays, crown build ups, Post and core on endodontically treated teeth,	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost
Dentures, Fixed partial dentures, (fixed bridges) inlays when used as a retainer, (fixed bridge) removable partial dentures, adjustment or repair to prosthetic appliance, Surgical placement or removal of implants	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost	Deductible and 50% of the cost
Annual Maximum that the plan pays	\$1,500 per person	\$1500 per person	\$2,000 per person	\$2000 per person
Annual Deductible Per person	\$50	\$50	\$50	\$50
Annual Deductible Family Maximum	\$150	\$150	\$150	\$150
Orthodontia	Not covered		50% after \$50 lifetime deductible \$2,000 lifetime maximum	

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	2014	2015	2014	2015
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	2014	2015	2014	2015
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.

Vision

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

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

Vision Premiums

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

Level of Benefit		
Full Time	Plan Year 2014	Plan Year 2015
Employee Only	\$3.11	50% of premium
Employee and child(ren)	\$5.60	50% of premium
Employee and Spouse/Partner	\$6.72	50% of premium
Employee and Family	\$9.33	50% of premium
Part Time	Plan Year 2014	Plan Year 2015
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

HEALTH INCENTIVE PRE-REQUISITE FOR MEDICAL SAVINGS ACCOUNT

For the 2014 plan year, registered nurses who enroll in benefits and desire to earn either the Health Reimbursement Plan (HRA) or the Health Savings Plan (HSA) incentive as described in Appendix D will be required to complete a biometric screen that assesses the following health indicators: blood pressure, cholesterol (fasting or non-fasting), body mass index, and glucose (unless the enrolling nurse completed the screen in 2013). The results of an individuals' biometric screen is confidential personal health information and that, as such, the Medical Center will comply with all applicable policies and with the laws protecting confidential personal health information, including HIPAA.

For the 2014 plan year the registered nurses who enroll in benefits and desire to earn either the HRA or the HSA incentive as described in Appendix D will designate a primary care provider for themselves and/or their spouse or partner.

Should the Medical Center seek to change the required pre-requisite for earning the incentive in 2015, it will seek the agreement of the Association prior to implementing a new HRA or HSA screening or requirement in the Health Insurance Task Force.

Working Spouse Surcharge: The nurses will participate in the working spouse surcharge on the same basis as the majority of the Medical Center's non-represented employees, beginning the first pay period following ratification, as follows:

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

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

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 will form a Task Force on Health Insurance.

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. 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.

The Medical Center agrees that it will include 2 nurses selected by the Association and one representative from the Association to review the medical insurance provided by the Medical Center. The Task Force will meet at least quarterly, and the nurse members will be paid for attendance at the Task Force meetings.

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

MEMORANDUM OF UNDERSTANDING

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.

The nurses serving on the bargaining team for the Association will be entitled to take two days (8 hours each) of educational leave in addition to the leave to which they would otherwise be entitled under Article XIV. Each nurse may take one education day in 2014 and one in 2015.

To reimburse them for time spent in bargaining that would have been spent in Task Force meetings, the Medical Center will also pay the seven (7) members of the negotiating team an amount equal to the time they would have been compensated for Task Force meetings over a period of six months (18 hours per person).

NINE-HOUR SCHEDULE AGREEMENT
PROVIDENCE ST. VINCENT MEDICAL CENTER FOR REGISTERED NURSES

1. I have requested the workweek known as the 9-hour schedule.

2. I understand and acknowledge that in place of Article V-C of the current Agreement between Providence St. Vincent Medical Center (the Medical Center) and Oregon Nurses Association (Association), I will be paid at one and one-half (1-1/2) times my regular straight-time hourly rate of pay, in accordance with the Medical Center's normal overtime procedures, for all hours worked in excess of:

a. Nine (9) hours in each day which is defined as a period commencing at the beginning of a nurse's shift and terminating twenty-four (24) hours later; or

b. Thirty-six (36) hours every workweek of seven (7) consecutive days.

3. This request, once approved by the Medical Center, will continue until either I or the Medical Center gives notice in writing to terminate it at least 30 days in advance.

4. At any time that there is a mutual agreement between the Medical Center and me, I can elect to change my work schedule.

Signature of employee

APPROVED:

Date:

For Providence St. Vincent Medical Center

Employee #:

cc: Employee
Employee's File

TEN-HOUR SCHEDULE AGREEMENT
PROVIDENCE ST. VINCENT MEDICAL CENTER FOR REGISTERED NURSES

1. I have requested the workweek known as the 10-hour schedule.
2. I understand and acknowledge that, in place of Article V-C of the current Agreement between Providence St. Vincent Medical Center (the Medical Center) and Oregon Nurses Association (Association), I will be paid at one and one-half (1-1/2) times my regular straight-time hourly rate of pay, in accordance with the Medical Center's normal overtime procedures, for all hours worked in excess of:
 - a. Ten (10) hours in each day which is defined as a period commencing at the beginning of a nurse's shift and terminating twenty-four (24) hours later; or
 - b. Forty (40) hours in each workweek of seven (7) consecutive days.
3. This request, once approved by the Medical Center, will continue until either I or the Medical Center gives notice in writing to terminate it at least 30 days in advance.
4. At any time that there is a mutual agreement between the Medical Center and me, I can elect to change my work schedule.

Signature of employee

APPROVED:

Date:

For Providence St. Vincent Medical Center

Employee #:

cc: Employee
Employee's File

TWELVE-HOUR SCHEDULE AGREEMENT
PROVIDENCE ST. VINCENT MEDICAL CENTER FOR REGISTERED NURSES

1. I have requested the workweek known as the 12-hour schedule. Under this schedule, the normal work day shall consist of 12 hours work per day within 12 1/2 consecutive hours, with a work schedule based on three 12-hour days per week.

2. I understand and acknowledge that in place of Article V-C of the current Agreement between Providence St. Vincent Medical Center (the Medical Center) and Oregon Nurses Association (Association), I will be paid at one and one-half (1-1/2) times my regular straight-time hourly rate of pay, in accordance with the Medical Center's normal overtime procedures, for all hours worked in excess of:

a. 12 hours in each day which is defined as a period commencing at the beginning of a nurse's shift and terminating 24 hours later; or

b. 36 hours every workweek of seven (7) consecutive days.

3. This request, once approved by the Medical Center, will continue until either I or the Medical Center gives notice in writing to terminate it at least 30 days in advance.

4. At any time that there is a mutual agreement between the Medical Center and me, I can elect to change my work schedule

Signature of employee

APPROVED:

Date:

For Providence St. Vincent Medical Center

Employee #:

cc: Employee
Employee's File

LETTER OF AGREEMENT: RESOURCE NURSES

Providence St. Vincent Medical Center (“the Medical Center”) and Oregon Nurses Association (“Association”) agree to the following provisions:

1. Within 45 days following the February 24, 2010 ratification vote incorporating Resource nurses into the parties’ Collective Bargaining Agreement, nurses completed and submitted information on a mutually-agreed form to confirm his/her employment and experience for purposes of determining seniority as set forth in Article XVIII, A.1.a. and placement on the wage scale according to the provisions below, respectively. Once confirmed by the Medical Center, that information was used to calculate seniority and placement on the wage scale, and once the calculation was confirmed with the Association, and that initial seniority calculation and placement on the wage scale cannot be the basis for any future grievance.

2. On or before the pay period 90 days following the February 24, 2010 ratification vote incorporating Resource nurses into the parties’ Collective Bargaining Agreement, the Medical Center placed each then currently employed resource nurse on the wage scale set forth in Appendix A, section A, paragraph 1, with credit given for the nurse’s year of experience as an registered nurse in acute care in accordance with Appendix A (including section A, paragraph 3), as follows:

Type of Position	Years of Experience	Step on the Wage Scale
Full-time	1	1
Part-time	1	1
Resource	3 ^{^^}	1

^{^^}For nurses who have worked at the Medical Center as a resource nurse between 2002 and 2010, the Medical Center will total the hours worked during that time and divide by 936, to determine the years of experience for determining placement on the wage scale (provided however that this

process did not result in more than 8 years credit for any one nurse).

Notwithstanding the prior paragraph regarding placement on the wage scale and the application of Appendix A, section A, paragraph 3, the Medical Center will place Resource Nurses who were employed as of the date of ratification and who had twenty or more years of acute care experience at Step 20 (and only at Step 20). This progression to Step 20 without the application of the provisions of Appendix A, section A, paragraph 3.c was permitted only for those nurses who had such years of experience as of February 24, 2010 (the date of ratification). Thereafter, all of the provisions of Appendix A, section A, paragraph 3 apply to all movement in the wage scale.

If a resource nurse would have been paid higher than the wage rate determined by the process above plus the differential in paragraph 4, the Medical Center “red circled” the resource nurse at his/her current wage rate (as of the time of ratification). The resource nurse must remain at that wage rate until the wage rate determined by the process outlined above plus the differential is higher than his/her current wage.

3. Newly hired nurses will be placed on the wage scale in accordance with Appendix A, paragraph B.5.

4. After placement on the wage scale in Appendix A (as specified in paragraph 2 and 3), a resource nurse will be paid a differential of \$3.90 (\$4.00 in 2015) per hour in lieu of receiving vacation/PTO, EIT, and insurance benefits.

5. Resource nurses will be compensated for standby time as outlined in Appendix A, section D and subject to the requirements of Art V.H and Appendix D.

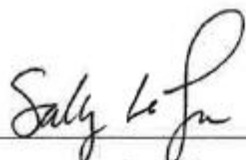
6. The extra-shift provisions of Appendix A, section E will apply to resource nurses when a resource nurse works an extra shift of at least 4 hours, at the Medical Center’s request, after having worked 36 hours in that same week.

7. The provisions of the Letter of Agreement: Clinical Ladder will apply to a resource nurse only if the resource nurse worked at least 1,150 hours in the twelve months immediately preceding his or her application (initial and renewal) to the clinical ladder program. A resource nurse's first 200 hours not worked due to low census are considered to be "hours worked" for purposes of this section. For both initial applications and renewals submitted in 2014 only, in recognition of the low census and impact of the reorganization on the Maternal Child Department, resource nurses in the department will be eligible if the nurse worked at least 1,000 hours in the twelve months preceding his or her application.

8. Nurses will progress on the wage scale as set forth in Appendix A, section A, on their respective anniversary dates (which means the seniority date determined by Article XVIII.A.1.a in paragraph 1 above for each resource nurse).

OREGON NURSES ASSOCIATION

BY:



DATE:

5/15/14

PROVIDENCE ST VINCENT MEDICAL
CENTER

BY:



DATE:

5/15/2014

LETTER OF AGREEMENT ON HIRING PREFERENCES FOR OTHER PROVIDENCE NURSES

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

For purposes of this Letter of Agreement, “good standing” includes: (1) the nurse has not received any corrective action within the previous two years; (2) the nurse has not received an overall score of “needs improvement” or lower at any time in the last two years; and (3) that the nurse has not engaged in any behaviors or misconduct that would have reasonably resulted in corrective action following the announcement of the layoff provided that such behaviors or misconduct is documented in writing in the nurse’s personnel file and communicated in writing to the nurse.

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

LETTER OF AGREEMENT – HEALTH CARE UNIT RESTRUCTURING

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

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

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

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

D. In the event of a health care unit restructure, the nurses joining the Medical Center from the other employer(s) will have their seniority calculated in accordance with Article XVIII as if they had worked at the Medical Center. To the extent that such nurses do not have a record of hours worked, the parties will meet to agree upon a system to calculate the nurses' seniority based on the other employer's existing seniority system (if any), an estimate of hours worked, or on the nurses' years worked for the other employer. The Association may revoke this Paragraph (D) regarding

seniority if the other employer does not offer a similar agreement or policy with regard to health care unit restructuring with regard to giving Medical Center nurses, hired by the other employer in the event of a health care unit restructure, reciprocal seniority.

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

F. If there are any position reductions or eliminations within the affected unit within six (6) months of such restructure, Article XIX – Reduction in Force will apply, subject to the following exceptions:

1. Any layoff will take place first among any nurses hired following the restructure and who are still in their probationary period, followed by those nurses who joined the Medical Center under the provisions of this Letter of Agreement, then finally among nurses who were employed by the Medical Center at the time of the restructure.

2. Any nurse who joined the Medical Center as part of the restructure and who is displaced is not eligible to displace or “bump” any nurse who was employed by the Medical Center at the time of the restructure.

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

currently on a similar clinical ladder program, the nurse may apply for placement on the closest corresponding step on the Medical Center's clinical ladder program, based on the Medical Center's clinical ladder application schedule.

I. Consistent with Article XVIII(G), any nurses who join the Medical Center as part of a unit restructure will be ineligible to transfer to other positions within the Medical Center for a period of six (6) months.

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

LETTER OF AGREEMENT: 4:00 p.m. to 4:00 a.m. SHIFTS

The parties agree that, for the duration of this agreement, should the Medical Center create and post additional 4:00 p.m. to 4:00 a.m. shifts at any time after ratification of this agreement, any nurse in this assigned shift will be paid an annual bonus on the pay period following December 31st, of \$500.

LETTER OF AGREEMENT: CRITICAL CARE AND MED-SURG FLOAT POOL NURSES

In recognition of their efforts in developing and improving the Medical Center's float pool, all nurses who are employed in the Critical Care or Med-Surge Float Pools as of the date of ratification, and who were employed in the bargaining unit as of December 1, 2013, will receive a one-time recognition bonus. For all qualifying full-time and part-time nurses, that bonus will be \$2,000. For qualifying resource nurses who worked 500 or more hours, the bonus will be \$500. For qualifying resource nurses who worked less than 500 hours, the bonus will be \$250. The bonuses will be paid within 30 days of ratification

INDEX

4

4 p.m. to 4 a.m. shifts, night shift differential	
Letter of agreement	107

A

AACN Standards	
Article XVII.A	51
Accrual, extended illness time (EIT)	
Article IV.B.A	18
Accrual, paid time off	
Article III.B.A	10
Accrual, sick leave	
Article IV.A.A	16
Accrual, vacation	
Article III.A.A	7
Affordable Care Act (ACA), Compliance with	
Article XI.H	44
Affordable Care Act (ACA), Measurement period for part time staff	
Article XI.C.2.d	42
Agency or travelers	
Article XVIII.F	57
Agreement, modification of	
Article XXIV.B	70
Anniversary date, for sick leave	
Article IV.A.E	17
Association business	
Article XIII.A	45
Association, bulletin boards	
Article XIII.B	45
Association, information to	
Article XIII.C	45
Association, introductory meeting for managers	
Article XIII.D	46
Association, representatives of	
Article XIII	45
Attendance and punctuality	
Article VII.H	34

B

Behavior standards	
Appendix C	84
Bereavement leave	
Article IX.E	37
Board of Nursing, reports to	
Article VII.F	34
ONA/Providence St. Vincent Medical Center Collective Bargaining Agreement 2013 – 2015	106

Bonus, 0.5% in July 2015	
Memo of understanding	96
Bonus, lump sum for float pool	
Letter of agreement	108
Breaks, inclusion in staffing plan	
Article V.C.4.....	22
Breaks, meals and rest	
Article V.B.....	20
Breaks, meals and rest, scheduling of	
Article V.C.....	20
Breaks, no retaliation for reporting missed meals or breaks	
Article V.C.8.....	23

C

Census, effect of low	
Article V.J	27
Changing, work hours	
Article V.N.....	29
Charge nurse, definition of	
Article I.B.3	2
Clinical Ladder, letter of agreement	
Appendix B	81
Cluster, definition of	
Article I.B.5	2
Compensable hour, paid time off	
Article III.B.B.....	11
Compensable hour, sick leave	
Article IV.A.B	16
Compensable hour, vacation	
Article III.A.B.....	8
Compensation	
Appendix A	71

D

Differentials, certifications	
Appendix A.C.3.....	75
Differentials, charge nurses	
Appendix A.C.1	74
Differentials, extra shifts	
Appendix A.E.1	77
Differentials, Night Shift (4 p.m. to 4 a.m. shifts)	
Letter of agreement	107
Differentials, preceptors	
Appendix A.C.4.....	76
Differentials, reduction in FTE status	
Appendix A.E.3	78
Differentials, regularly scheduled hours	
Appendix A.E.2	78
ONA/Providence St. Vincent Medical Center Collective Bargaining Agreement 2013 – 2015	107

Differentials, scheduled extra shifts	
Appendix A.E.4	78
Differentials, shifts	
Appendix A.C.2.....	74
Differentials, standby compensation	
Appendix A.D.....	77
Discipline, cause for	
Article VII.C.....	33
Discipline/corrective action	
Article VII.D.....	33
Dues, definition of	
Article I.C.3.a	6
Duration and Termination	
Article XXIV	69

E

Education fund	
Article XIV.D	48
Education, in-service	
Article XIV.B	46
Education, leave for	
Article XIV.C	47
EIT (Extended illness time)	
Article IV.B.....	17
EIT (Extended illness time), change in status	
Article IV.B.D	19
EIT (Extended illness time), notification of illness	
Article IV.B.E	19
EIT (Extended illness time), permissive use of	
Article IV.B.C	19
EIT (Extended illness time), use of	
Article IV.B.B	18
Employment status	
Article VII	32
Equality of Employment Opportunity	
Article II.....	7
Exit interview	
Article VII.K.....	35
Extra shifts	
Appendix A.E	77

F

Float Pool, additional education benefit	
Article XIV.C	47
Float Pool, lump sum bonus	
Letter of agreement	108
Floating	
Article VIII	35
ONA/Providence St. Vincent Medical Center Collective Bargaining Agreement 2013 – 2015	108

Floating Holidays, Requests for Maternal Child Division	
Article VI.B.1	30
Floating, competency/qualification	
Article VIII.A	35
Floating, holidays	
Article VI.B	30
Floating, requirements	
Article VIII.B	36

G

Grievance procedure	
Article XXI	66
Grievance, definition of	
Article XXI.B	67
Grievance, probationary nurses	
Article XXI.C	67
Grievance, purpose of	
Article XXI.A	66
Grievance, Step 1	
Article XXI.D	67
Grievance, Step 2	
Article XXI.D	67
Grievance, Step 3	
Article XXI.D	68
Grievance, Step 4	
Article XXI.D	68
Grievance, time lines	
Article XXI.E	69

H

HB 2800 (Staffing Law)	
Article XVII.C.1	51
Article XVII.D.1	52
Health and Welfare	
Article XI	41
Health Care Unit Restructuring	
Letter of Agreement	104
Healthy work environment	
Article XVII	51
Hiring Preference in event of layoff	
Letter of Agreement	103
Holiday, during sick leave	
Article VI.E	32
Holiday, rotation	
Article VI.F	32
Holidays	
Article VI	30
Holidays, floating, requests for Maternal Child Division	
ONA/Providence St. Vincent Medical Center Collective Bargaining Agreement 2013 – 2015	109

Article VI.B.1	30
Holidays, paid time off	
Article III.B	10
Hospital Staffing Plan	
Article XVII.C	51
Hours of work	
Article V	20
Hours of work, health and welfare	
Article XI.F	43
Housewide staffing committee	
Article XVII.D.1	52
Housewide Staffing Committee	
Composition	
Article XVII.D.7.c	54
Duties	
Article XVII.D.7.b	53
Meetings	
Article XVII.D.7	53
Term	
Article XVII.D.3	52

I

Individual development plans	
Article VII.E	34
Insurance, long term disability/life	
Article XI.B	41
Insurance, medical and dental	
Article XI.C	41
Insurance, plan information	
Article XI.G	44
Investigatory interviews	
Article VII.D.1	33

J

Job posting	
Article XVIII	55
Jury duty	
Article IX.F	37

L

Lab, exams and tests	
Article XI.A	41
Layoff	
Letter of Agreement	103, 105
Layoff, definition of	
Article XIX.A	58
Layoff, qualifications Article XIX.B	58
ONA/Providence St. Vincent Medical Center Collective Bargaining Agreement 2013 – 2015	110

Leave of Absence, extended unpaid (non-medical), Article IX.H.....	38
Leave, bereavement Article IX.E.....	37
Leave, family and medical Article IX.C.....	37
Leave, jury duty Article IX.F.....	37
Leave, military Article IX.D.....	37
Leave, request for Article IX.A.....	36
Leave, return from Article IX.B.....	36
Leave, witness Article IX.G.....	38
Leaves of absence Article IX.....	36
Leaves, benefits while on Article IX.H.....	40
Leveling (Shift in order to prevent layoff) Article XIX.E.4.....	61
Locator Badges, discipline Article VII.D.3.....	33
Lockers Article V.F.....	24
Low census, definitions Article XIX.B.....	61
Low census, excess Article XIX.J.....	66
Low census, full Article XIX.D.1.a.....	64
Low census, mandatory list factor Article XIX.C.1.h.i.....	63
Low census, partial Article XIX.D.1.b.....	64
Low census, process Article XIX.C.....	62
Low census, standby shift for the cluster Article XIX.D.2.a.....	65
Low census, status while on mandatory Article XIX.D.....	64
Low census, status while on voluntary Article XIX.E.....	65

M

Management rights Article VII.A.....	32
---	----

Meals, breaks and rest	
Article V.B.....	20
Medical certification, for sick leave	
Article IV.A.D	17
Membership, definition of	
Article I.B	2
Memorandum of Understanding (Lump sum bonus, negotiating team	
Memo of understanding	96

N

Negotiating team	
Memo of understanding	96
Negotiating Team Schedules	
Article V.I	26
Night Shift Differential, 4 p.m. to 4 a.m. shifts	
Letter of agreement	107
Nurse, definition of	
Article I.B.1	2

O

Off, requests for time off after working certain hours	
Article V.M	28
Operating Rooms	
Appendix D	85
Organized nursing unit, definition of	
Article I.B.4	2
Orientation	
Article I.C	3
Overtime	
Article V.D.....	23
Overtime, authorization of	
Article V.E	24

P

Paid time off	
Article III.B	10
Part-time nurse, definition of	
Article I.B.6	2
Pay, holiday, full-time nurses	
Article VI.C.1	31
Pay, holiday, part-time nurse	
Article VI.C.2.....	31
Pay, notice and report	
Article V.K.....	27
Payroll deductions	
Article XI.E	43
Pensions/Retirement plan	

Article XII	44
Performance evaluation	
Article XIV.A	46
Personnel files, access to	
Article VII.G	34
PNCC (Professional Nursing Care Committee)	
Article XV	49
Postings, vacancies and new positions	
Article XVIII.C	56
Probationary period	
Article VII.B.....	32
Professional compensation	
Article X	41
Professional development	
Article XIV	46
Proper cause.....	33
PTO/EIT, enrollment	
Article III.B.H.....	15
Pyramiding of pay	
Article V.L	28

R

Rate of pay, paid time off	
Article III.B.C.....	12
Rate of pay, vacation	
Article III.A.C.....	8
Reclassification, definition of	
Article I.B.9	3
Recognition and membership	
Article I.....	1
Reductions in force and low census	
Article XIX.....	58
Report pay	
Article V.K.....	27
Resignation, notice of	
Article VII.I	35
Resource nurse, definition of	
Article I.B.7	3
Resource nurse, reclassification to FTE	
Article I.B.9	3
Resource nurses	
Letter of agreement	100
Resource nurses, scheduling	
Article V.H.....	25
Resource nurses, specific provisions	
Letter of agreement	100
Rest rooms	
Article V.F	24

Retirement Benefits	
Article XII	44
S	
Schedule agreement, 12-hour	
Twelve-hour schedule agreement.....	99
Schedule agreement, nine-hour	
Nine-hour schedule agreement	97
Schedule agreement, ten-hour	
Ten-hour schedule agreement.....	98
Schedule, work	
Article V.D.G.....	24
Schedules, weekend	
Article V.I	27
Scheduling, paid time off	
Article III.B.D.....	12
Scheduling, vacation	
Article III.A.D.....	8
Seniority and job posting	
Article XVIII.....	55
Seniority, break in	
Article XVIII.B	56
Seniority, charge nurses vacancies	
Article XVIII.E	57
Seniority, consideration	
Article XVIII.D	57
Seniority, definition of	
Article XVIII.A	55
Seniority, in unit posting to prevent layoff	
Article XIX.A.1	59
Seniority, transfers	
Article XVIII.G	57
Separability	
Article XXII.....	69
Severance	
Article XIX.E.1.a.....	59
Sick leave	
Article IV.A.....	16
Sick leave, notification of	
Article IV.A.F.....	17
Sick leave, use of	
Article IV.A.C	16
Spousal Surcharge	
Appendix E	94
Staff nurse, definition of	
Article I.B.2	2
Staffing Law (HB 2800)	117
Article XVII.C.1	51

Article XVII.D.1	52
Staffing Plan Committee	
Article XVII.D	52
Staffing, no retaliation for reporting unsafe staffing	
Article XVII.B	51
Standards of behavior	
Appendix C	84
Standards of behavior, collaborative work environment	
Appendix C.B.....	84
Standards of behavior, reporting and non-retaliation	
Appendix C.C	84
Standards of behavior, zero tolerance	
Appendix C.A.....	84
Standby, cardiac surgery OR	
Appendix D	85
Standby, compensation	
Appendix A.D.....	77
Standby, operating rooms	
Appendix D	85
Standby, Resource nurses	
Article V.H, Appendix D	25
Standby, Units with Mandatory Scheduled Standby	
Article V.P	29
Duty to bargain	
Article V.P.2 & 3	29
Guidelines	
Article V.P.1	29
Strike/lockout	
Article XX.....	66
Successors	
Article XXIII.....	69

T

Task force health insurance	
Letter of Agreement	95
Task force, labor management	
Article XVI.....	50
Temporary nurse, definition of	
Article I.B.8	3
Termination, notice of	
Article VII.A J	35
Termination, paid time off pay upon	
Article III.B.F	14
Termination, vacation pay upon	
Article III.A.E	10
Trainings, annual paid contract education	
Article XIII.E	46
Transfers, eligibility for	

Article I.C.1.a	4
-----------------------	---

U

Use of PTO	
Article III.B.E	13

V

Vacation requests	
Article III.A.D.2	9
Vacation, holiday during	
Article VI.D	32
Vacations	
Article III	7

W

Wage rates	
Appendix A.A	71
Wage, additional provisions	
Appendix A.B	73
Wages, lump sum bonus	
Memo of understanding	96
Weekend schedules,	
Article V.I	27
Weingarten rights	
Article VII.D.1	33
Work plan, referenced in corrective action	
Article VII.E.4	34
Work plans, change in circumstances	
Article VII.E	34
Work plans, individual development	
Article VII.E	34
Workweek, basic	
Article V	20

Reference Guide to Oregon's Nurse Staffing Law
Oregon Revised Statutes – 2007 and Oregon Administrative Rules
(“HB 2800”)

ORS 441.160-441.182.
HOSPITAL NURSING SERVICES

441.160 Definition for ORS 441.162 to 441.170. As used in ORS 441.162 to 441.170, “hospital” includes a hospital as described in ORS 442.015 and an acute inpatient care facility as defined in ORS 442.470. [2001 c.609 §1]

Note: 441.160 to 441.192 were enacted into law by the Legislative Assembly but were not added to or made a part of ORS chapter 441 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

441.162 Written staffing plan for nursing services.

(1) A hospital shall be responsible for the implementation of a written hospital-wide staffing plan for nursing services. The staffing plan shall be developed, monitored, evaluated and modified by a hospital staffing plan committee. To the extent possible, the committee shall:

(a) Include equal numbers of hospital nurse managers and direct care registered nurses;

(b) Include at least one direct care registered nurse from each hospital nurse specialty or unit, to be selected by direct care registered nurses from the particular specialty or unit. The hospital shall define its own specialties or units; and

(c) Have as its primary consideration the provision of safe patient care and an adequate nursing staff pursuant to ORS chapter 441.

(2) The hospital shall evaluate and monitor the staffing plan for effectiveness and revise the staffing plan as necessary as part of the hospital's quality assurance process. The hospital shall maintain written documentation of these quality assurance activities.

(3) The written staffing plan shall:

(a) Be based on an accurate description of individual and aggregate patient needs and requirements for nursing care and include a periodic quality evaluation process to determine whether the staffing plan is appropriately and accurately reflecting patient needs over time.

(b) Be based on the specialized qualifications and competencies of the nursing staff. The skill mix and the competency of the staff shall ensure that the nursing care needs of the patients are met and shall ensure patient safety.

(c) Be consistent with nationally recognized evidence-based standards and guidelines established by professional nursing specialty organizations and recognize differences in patient acuteness.

(d) Establish minimum numbers of nursing staff including licensed practical nurses and certified nursing assistants required on specified shifts. At least one registered nurse and one other nursing staff member must be on duty in a unit when a patient is present.

(e) Include a formal process for evaluating and initiating limitations on admission or diversion of patients to another acute care facility when, in the judgment of the direct care registered nurse, there is an inability to meet patient care needs or a risk of harm to existing and

new patients.

(4) The hospital shall maintain and post a list of on-call nursing staff or staffing agencies to provide replacement for nursing staff in the event of vacancies. The list of on-call nurses or agencies must be sufficient to provide replacement staff.

(5) (a) An employer may not impose upon unionized nursing staff any changes in wages, hours or other terms and conditions of employment pursuant to a staffing plan developed or modified under subsection (1) of this section unless the employer first provides notice to and, on request, bargains with the union as the exclusive collective bargaining representative of the nursing staff in the bargaining unit.

(b) A staffing plan developed or modified under subsection (1) of this section does not create, preempt or modify a collective bargaining agreement or require a union or employer to bargain over the staffing plan while a collective bargaining agreement is in effect. [2001 c.609 §2; 2005 c.665 §2]

Note: See note under 441.160.

441.164 Variances in staffing plan requirements. Upon request of a hospital, the Department of Human Services may grant variances in the written staffing plan requirements based on patient care needs or the nursing practices of the hospital. [2001 c.609 §3]

Note: See note under 441.160.

441.166 Need for replacement staff.

(1) When a hospital learns about the need for replacement staff, the hospital shall make every reasonable effort to obtain registered nurses, licensed practical nurses or certified nursing assistants for unfilled hours or shifts before requiring a registered nurse, licensed practical nurse or certified nursing assistant to work overtime.

(2) A hospital may not require a registered nurse, licensed practical nurse or certified nursing assistant to work:

(a) Beyond the agreed-upon shift;

(b) More than 48 hours in any hospital-defined work week; or

(c) More than 12 consecutive hours in a 24-hour time period, except that a hospital may require an additional hour of work beyond the 12 hours if:

(A) A staff vacancy for the next shift becomes known at the end of the current shift; or

(B) There is a potential harm to an assigned patient if the registered nurse, licensed practical nurse or certified nursing assistant leaves the assignment or transfers care to another.

(3) (a) Time spent in required meetings or receiving education or training shall be included as hours worked for purposes of subsection (2) of this section.

(b) Time spent on call but away from the premises of the employer may not be included as hours worked for purposes of subsection (2) of this section.

(c) Time spent on call or on standby when the registered nurse, licensed practical nurse or certified nursing assistant is required to be at the premises of the employer shall be included as hours worked for purposes of subsection (2) of this section.

(4) The provisions of this section do not apply to nursing staff needs:

(a) In the event of a national or state emergency or circumstances requiring the implementation of a facility disaster plan;

(b) In emergency circumstances identified by the Department of Human Services by rule; or

(c) If a hospital has made reasonable efforts to contact all of the on-call nursing staff or staffing agencies on the list described in ORS 441.162 and is unable to obtain replacement staff in a timely manner. [2001 c.609 §4; 2005 c.665 §1]

Note: See note under 441.160.

441.168 Leaving a patient care assignment. A registered nurse at a hospital may not place a patient at risk of harm by leaving a patient care assignment during an agreed upon shift or an agreed upon extended shift without authorization from the appropriate supervisory personnel. [2001 c.609 §5]

Note: See note under 441.160.

441.170 Civil penalties; suspension or revocation of license; rules; records; compliance audits.

(1) The Department of Human Services may impose civil penalties in the manner provided in ORS 183.745 or suspend or revoke a license of a hospital for a violation of any provision of ORS 441.162 or 441.166. The department shall adopt by rule a schedule establishing the amount of civil penalty that may be imposed for any violation of ORS 441.162 or 441.166 when there is a reasonable belief that safe patient care has been or may be negatively impacted. A civil penalty imposed under this subsection may not exceed \$5,000. Each violation of a nursing staff plan shall be considered a separate violation. Any license that is suspended or revoked under this subsection shall be suspended or revoked as provided in ORS 441.030.

(2) The department shall maintain for public inspection records of any civil penalties or license suspensions or revocations imposed on hospitals penalized under subsection (1) of this section.

(3) The department shall conduct an annual random audit of not less than seven percent of all hospitals in this state solely to verify compliance with the requirements of ORS 441.162, 441.166 and 441.192. Surveys made by private accrediting organizations may not be used in lieu of the audit required under this subsection. The department shall compile and maintain for public inspection an annual report of the audit conducted under this subsection.

(4) The costs of the audit required under subsection (3) of this section may be paid out of funds from licensing fees paid by hospitals under ORS 441.020. [2001 c.609 §6]

Note: See note under 441.160.

441.172 Definitions for ORS 441.172 to 441.182. As used in ORS 441.172 to 441.182:

(1) "Affiliated hospital" means a hospital that has a business relationship with another hospital.

(2) "Hospital" means:

(a) An acute inpatient care facility, as defined in ORS 442.470; or

(b) A hospital as described in ORS 442.015.

(3) "Manager" means a person who:

(a) Has authority to direct and control the work performance of nursing staff;

(b) Has authority to take corrective action regarding a violation of law or a rule or a violation

of professional standards of practice, about which a nursing staff has complained; or

(c) Has been designated by a hospital to receive the notice described in ORS 441.174 (2).

(4) "Nursing staff" means a registered nurse, a licensed practical nurse, a nursing assistant or any other assistive nursing personnel.

(5) "Public body" has the meaning given that term in ORS 30.260.

(6) "Retaliatory action" means the discharge, suspension, demotion, harassment, denial of employment or promotion, or layoff of a nursing staff, or other adverse action taken against a nursing staff in the terms or conditions of employment of the nursing staff, as a result of filing a complaint. [2001 c.609 §9]

Note: See note under 441.160.

441.174 Retaliation prohibited. (1) A hospital may not take retaliatory action against a nursing staff because the nursing staff:

(a) Discloses or intends to disclose to a manager, a private accreditation organization or a public body an activity, policy or practice of the hospital or of a hospital that the nursing staff reasonably believes is in violation of law or a rule or is a violation of professional standards of practice that the nursing staff reasonably believes poses a risk to the health, safety or welfare of a patient or the public;

(b) Provides information to or testifies before a private accreditation organization or a public body conducting an investigation, hearing or inquiry into an alleged violation of law or rule or into an activity, policy or practice that may be in violation of professional standards of practice by a hospital that the nursing staff reasonably believes poses a risk to the health, safety or welfare of a patient or the public;

(c) Objects to or refuses to participate in any activity, policy or practice of a hospital that the nursing staff reasonably believes is in violation of law or rule or is a violation of professional standards of practice that the nursing staff reasonably believes poses a risk to the health, safety or welfare of a patient or the public; or

(d) Participates in a committee or peer review process or files a report or a complaint that discusses allegations of unsafe, dangerous or potentially dangerous care.

(2) Except as provided in subsection (3) of this section, the protection against retaliatory action in subsection (1) of this section does not apply to a nursing staff, unless the nursing staff, before making a disclosure to a private accreditation organization or a public body as described in subsection (1)(a) of this section:

(a) Gives written notice to a manager of the hospital of the activity, policy, practice or violation of professional standards of practice that the nursing staff reasonably believes poses a risk to public health; and

(b) Provides the manager a reasonable opportunity to correct the activity, policy, practice or violation.

(3) A nursing staff is not required to comply with the provisions of subsection (2) of this section if the nursing staff:

(a) Is reasonably certain that the activity, policy, practice or violation is known to one or more managers of the hospital or an affiliated hospital and an emergency situation exists;

(b) Reasonably fears physical harm as a result of the disclosure; or

(c) Makes the disclosure to a private accreditation organization or a public body for the purpose of providing evidence of an activity, policy, practice or violation of a hospital or an affiliated hospital that the nursing staff reasonably believes is a crime. [2001 c.609 §10]

Note: See note under 441.160.

441.176 Remedies for retaliation.

(1) A nursing staff aggrieved by an act prohibited by ORS 441.174 may bring an action in circuit court of the county in which the hospital is located. All remedies available in a common law tort action are available to a nursing staff if the nursing staff prevails in an action brought under this subsection and are in addition to any remedies provided in subsection (2) of this section.

(2) In an action brought under subsection (1) of this section, a circuit court may do any of the following:

(a) Issue a temporary restraining order or a preliminary or permanent injunction to restrain a continued violation of ORS 441.174.

(b) Reinstate the nursing staff to the same or equivalent position that the nursing staff held before the retaliatory action.

(c) Reinstate full benefits and seniority rights to the nursing staff as if the nursing staff had continued in employment.

(d) Compensate the nursing staff for lost wages, benefits and other remuneration, including interest, as if the nursing staff had continued in employment.

(e) Order the hospital to pay reasonable litigation costs of the nursing staff, including reasonable expert witness fees and reasonable attorney fees.

(f) Award punitive damages as provided in ORS 31.730.

(3) Except as provided in subsection (4) of this section, in any action brought by a nursing staff under subsection (1) of this section, if the court finds that the nursing staff had no objectively reasonable basis for asserting the claim, the court may award costs, expert witness fees and reasonable attorney fees to the hospital.

(4) A nursing staff may not be assessed costs or fees under subsection (3) of this section if, upon exercising reasonable and diligent efforts after filing the action, the nursing staff moves to dismiss the action against the hospital after determining that no issue of law or fact exists that supports the action against the hospital. [2001 c.609 §11]

Note: See note under 441.160.

441.178 Unlawful employment practices; civil action for retaliation.

(1) A hospital that takes any retaliatory action described in ORS 441.174 against a nursing staff commits an unlawful employment practice.

(2) A nursing staff claiming to be aggrieved by an alleged violation of ORS 441.174 may file a complaint with the Commissioner of the Bureau of Labor and Industries in the manner provided by ORS 659A.820. Except for the provisions of ORS 659A.870, 659A.875, 659A.880 and 659A.885, violation of ORS 441.174 is subject to enforcement under ORS chapter 659A.

(3) Except as provided in subsection (4) of this section, a civil action under ORS 441.176 must be commenced within one year after the occurrence of the unlawful employment practice unless

a complaint has been timely filed under ORS 659A.820.

(4) The nursing staff who has filed a complaint under ORS 659A.820 must commence a civil action under ORS 441.176 within 90 days after a 90-day notice is mailed to the nursing staff under this section.

(5) The commissioner shall issue a 90-day notice to the nursing staff:

(a) If the commissioner dismisses the complaint within one year after the filing of the complaint and the dismissal is for any reason other than the fact that a civil action has been filed.

(b) On or before the one-year anniversary of the filing of the complaint unless a 90-day notice has previously been issued under paragraph (a) of this subsection or the matter has been resolved by the execution of a settlement agreement.

(6) A 90-day notice under this section must be in writing and must notify the nursing staff that a civil action against the hospital under ORS 441.176 may be filed within 90 days after the date of mailing of the 90-day notice and that any right to bring a civil action against the hospital under ORS 441.176 will be lost if the action is not commenced within 90 days after the date of mailing of the 90-day notice.

(7) The remedies under this section and ORS 441.176 are supplemental and not mutually exclusive. [2001 c.609 §12; 2001 c.609 §12a]

Note: See note under 441.160.

441.180 Hospital posting of notice.

(1) A hospital shall post a notice summarizing the provisions of ORS 441.162, 441.166, 441.168, 441.174, 441.176, 441.178 and 441.192 in a conspicuous place on the premises of the hospital. The notice must be posted where notices to employees and applicants for employment are customarily displayed.

(2) Any hospital that willfully violates this section is subject to a civil penalty not to exceed \$500. Civil penalties under this section shall be imposed by the Department of Human Services in the manner provided by ORS 183.745. [2001 c.609 §13]

Note: See note under 441.160.

441.182 Rights, privileges or remedies of nursing staff.

(1) Except as provided in subsection (2) of this section, nothing in ORS 441.176 and 441.178 shall be deemed to diminish any rights, privileges or remedies of a nursing staff under federal or state law or regulation or under any collective bargaining agreement or employment contract.

(2) ORS 441.176 and 441.178 provide the only remedies under state law for a nursing staff for an alleged violation of ORS 441.174 committed by a hospital. [2001 c.609 §14]

OREGON ADMINISTRATIVE RULES
DIVISION 510
PATIENT CARE AND NURSING SERVICES IN HOSPITALS
OAR 333-510-0001

Applicability

These rules apply to all hospitals, regardless of classification.

Stat. Auth.: ORS 413.042 & 441.055

Stats. Implemented: ORS 441.055 & 442.015

Hist.: HD 21-1993, f. & cert. ef. 10-28-93; PH 11-2009, f. & cert. ef. 10-1-09

333-510-0002

Definitions

As used in OAR 333-510, the following definitions apply:

- (1) "Direct Care Nurse" means a nurse who is routinely assigned to a patient care unit, who is replaced for scheduled and unscheduled absences and includes charge nurses if the charge nurse is not management services.
- (2) "Evidence Based Standards" means standards that have been scientifically developed, are based on current literature, and are driven by consensus.
- (3) "Hospital" has the same meaning given in ORS 442.015.
- (4) "Mandatory Overtime" is any time that exceeds those time limits specified in ORS 441.166 unless the registered nurse, licensed practical nurse or certified nursing assistant voluntarily chooses to work overtime.
- (5) "Nurse Manager" means a registered nurse who has administrative responsibility 24 hours a day, 7 days a week for a patient care unit, units or hospital and who is not replaced for short-term scheduled or unscheduled absences.
- (6) "On Call" means a scheduled state of availability to return to duty, work-ready, within a specified period of time.
- (7) "On Call Nursing Staff" means individual nurses or nursing service agencies maintained by a hospital that are available and willing to cover nursing staff shortages due to unexpected nursing staff absences or unanticipated increased nursing services needs.
- (8) "Potential Harm" or "At Risk of Harm" means that an unstable patient will be left without adequate care for an unacceptable period of time if the registered nurse, licensed practical nurse, or certified nursing assistant leaves the assignment or transfers care to another.
- (9) "Safe Patient Care" means nursing care that is provided appropriately, in a timely manner, and meets the patient's health care needs. The following factors may be, but are not in all circumstances, evidence of unsafe patient care:
 - (a) A failure to implement the written nurse staffing plan;
 - (b) A failure to comply with the patient care plan;

- (c) An error that has a negative impact on the patient;
- (d) A patient reports that his/her nursing care needs have not been met;
- (e) A medication not given as scheduled;
- (f) The nursing preparation for a procedure not accomplished on time;
- (g) Registered nurses, licensed practical nurses or certified nursing assistants practicing outside their scope of practice;
- (h) The daily unit-level staffing does not include coverage for all known patients, taking into account the turnover of patients;
- (i) The skill mix of employees and the relationship of the skill mix to patient acuity and intensity of the workload is insufficient to meet patient needs; or
- (j) An unreasonable delay in responding to a patient's (or a family member's request on behalf of a patient) request for nursing care.

(10) "Standby" means a scheduled state of being ready to be called to work within a hospital-designated timeframe.

Stat. Auth.: ORS 4413.042 & 441.055

Stats. Implemented: ORS 441.160 - 441.192

Hist.: PH 21-2006, f. & cert. ef. 10-6-06; PH 11-2009, f. & cert. ef. 10-1-09

333-510-0010

Patient Admission and Treatment Orders

(1) No patient, including patients admitted for observation status, shall be admitted to a hospital except on the order of an individual who has admitting privileges. The admitting physician or nurse practitioner shall provide sufficient information at the time of admission to establish that care can be provided to meet the needs of the patient. Admission medical information shall include a statement concerning the admitting diagnosis and general condition of the patient. Other pertinent medical information, orders for medication, diet, and treatments shall also be provided, as well as a medical history and physical.

(2) Within 24 hours of a patient's admission, a hospital shall ensure that:

(a) The patient's medical history is taken and a physical examination performed, unless:

(A) A medical history and physical examination has been completed within 30 days prior to admission, as provided in the medical staff rules and regulations; or

(B) The patient is readmitted within a month's time for the same or related condition, as long as an interval note is completed.

(b) The patient is given a provisional diagnosis.

(3) Even if a medical history or physical examination at the time of admission is not required under section (2) of this rule, a hospital shall ensure that any changes crucial to patient care are noted in an admission note.

(4) Visits from licensed health care providers shall be according to patient's needs. Initial and ongoing assessments shall be performed for each patient and the results and observations recorded in the medical record.

(5) A Doctor of Medicine (MD) or Doctor of Osteopathy (DO) or nurse practitioner with admitting privileges shall be responsible, as permitted by the individual's scope of practice for the care of any medical problem that may be present on admission or that may arise during an inpatient stay.

(6) No medication or treatment shall be given except on the order of a licensed healthcare professional authorized to give such orders within the State of Oregon.

Stat. Auth.: ORS 441.055

Stats. Implemented: ORS 441.055 & 442.015

Hist.: HB 183, f. & ef. 5-26-66; HB 209, f. 12-18-68; HD 11-1980, f. & ef. 9-10-80; HD 5-1981, f. & ef. 3-30-81; Renumbered from 333-023-0172; HD 29-1988, f. 12-29-88, cert. ef. 1-1-89, Renumbered from 333-072-0015(1); HD 2-1993, f. & cert. ef. 3-11-93; HD 21-1993, f. & cert. ef. 10-28-93, HD 30-1994, f. & cert. ef. 12-13-94; HD 2-2000, f. & cert. ef. 2-15-00; PH 11-2009, f. & cert. ef. 10-1-09

333-510-0020

Nursing Care Management

(1) The nursing care of each patient, including patients admitted for observation status, in a hospital shall be the responsibility of a registered nurse (RN).

(2) The RN will only provide services to the patients for which the RN is educationally and experientially prepared and for which competency has been maintained.

(3) The RN shall be responsible and accountable for managing the nursing care of the RN's assigned patients. The RN shall only assign the nursing care of each patient to other nursing personnel in accordance with the patient's needs and the specialized qualifications and competence of the nursing staff available. The responsible RN shall ensure that the following activities are completed:

(a) Document the admission assessment of the patient within four hours following admission and initiate a written plan of care. This shall be reviewed and updated whenever the patient's status changes.

(b) Develop and document within eight hours following admission a plan of care for nursing services for the patient, based on the patient assessment and realistic, understandable, achievable patient goals consistent with the applicable rules in OAR chapter 851, division 045.

(c) Observe and report to the nurse manager and the patient's physician or other responsible health care provider authorized by law, when appropriate, any significant changes in the patient's condition that warrant interventions that have not been previously prescribed or planned for:

(A) When the RN questions the efficacy, need or safety of continuation of medications being administered to a patient, the RN shall report that question to the physician or other responsible health care provider authorized by law authorizing the medication and shall seek further instructions concerning the continuation of the medication.

(4) (a) A hospital shall maintain documentation of certification of certified nursing assistants (CNAs), which shall be available on request to Division personnel.

(b) A nursing assistant who works in a hospital must be certified prior to assuming nursing assistant duties in accordance with OAR chapter 851, division 062.

(c) A hospital shall maintain documentation that CNAs whose functions include administration of non-injectable medications, are qualified. This documentation shall be available on request to Division personnel.

Stat. Auth.: ORS 441.055

Stats. Implemented: ORS 441.055 & 442.015

Hist.: HB 183, f. & ef. 5-26-66; HB 209, f. 12-18-68; HD 11-1980, f. & ef. 9-10-80; HD 5-1981, f. & ef. 3-30-81; Renumbered from 333-023-0172; HD 29-1988, f. 12-29-88, cert. ref. 1-1-89, Renumbered from 333-072-0015(7); HD 21-1993, f. & cert. ef. 10-28-93; HD 2-2000, f. & cert. ef. 2-15-00; PH 11-2009, f. & cert. ef. 10-1-09; PH 17-2012, f. 12-20-12, cert. ef. 1-1-13

333-510-0030

Nursing Services

(1) The hospital shall provide a nursing service department, which provides 24-hour onsite registered nursing care, 7 days per week.

(2) The nursing services department shall be under the direction of a nurse executive who is a registered nurse, licensed to practice in Oregon.

(3) All nursing personnel shall maintain current certification in cardiopulmonary resuscitation.

(4) For the purposes of these rules, "circulating nurse" means a registered nurse who is responsible for coordinating the nursing care and safety needs of the patient in the operating room and who also meets the needs of the operating room team members during surgery.

(5) The duties of a circulating nurse performed in an operating room of a hospital shall be performed by a registered nurse licensed under ORS 678.010 through 678.410. In all cases requiring anesthesia or conscious sedation, a circulating nurse shall be assigned to, and present in, an operating room for the duration of the surgical procedure unless it becomes necessary for the circulating nurse to leave the operating room as part of the surgical procedure. While assigned to a surgical procedure, a circulating nurse may not be assigned to any other patient or procedure.

(6) Nothing in this section precludes a circulating nurse from being relieved during a surgical procedure by another circulating nurse assigned to continue the surgical procedure.

Stat. Auth.: ORS 413.042, 441.055

Stats. Implemented: ORS 441.160 - 441.192

Hist.: HB 183, f. & ef. 5-26-66; HB 209, f. 12-18-68; HD 11-1980, f. & ef. 9-10-80; HD 5-1981, f. & ef. 3-30-81; Renumbered from 333-023-0172; HD 29-1988, f. 12-29-88, cert. ref. 1-1-89, Renumbered from 333-072-0015(2); HD 21-1993, f. & cert. ef. 10-28-93; HD 2-2000, f. & cert. ef. 2-15-00; PH 21-2006, f. & cert. ef. 10-6-06; PH 11-2009, f. & cert. ref. 10-1-09

333-510-0040

Nurse Executive

(1) The nurse executive position shall be full-time (40 hours per week). Time spent in professional association workshops, seminars and continuing education may be counted as duties in considering whether or not the nurse executive is full-time. If the nurse executive has

responsibility for direct patient care activities, sufficient time must be available to devote to administrative duties. For hospitals with attached long-term care facilities, the nurse executive may function as the nurse executive for both the hospital and the long-term care facility.

(2) The nurse executive shall have had progressive responsibility in managing in a health care setting. The nurse executive shall be a registered nurse licensed in Oregon. In addition, the nurse executive must have a baccalaureate degree, other advanced degree, or appropriate equivalent experience, with emphasis in management preferred.

(3) The nurse executive shall have written administrative authority, responsibility, and accountability for assuring functions and activities of the nursing services department and shall participate in the development of any policies that affect the nursing services department. This includes budget formation, implementation and evaluation. The nurse executive shall ensure the:

(a) Development and maintenance of a nursing service philosophy, objective, standards of practice, policy and procedure manuals, and job descriptions for each level of nursing service personnel;

(b) Development and maintenance of personnel policies of recruitment, orientation, in-service education, supervision, evaluation, and termination of nursing service staff or ensure it is done by another department;

(c) Development and maintenance of policies and procedures for determination of nursing staff's capacity for providing nursing care for any patient seeking admission to the facility;

(d) Development and maintenance of a quality assessment and performance improvement program for nursing service;

(e) Coordination of nursing service departmental function and activities with the function and activities of other departments; and

(f) Ensure participation with the administrator and other department directors in development and maintenance of practices and procedures that promote infection control, fire safety, and hazard reduction.

(4) Whenever the nurse executive is not available in person or by phone, the nurse executive shall designate in writing a specific registered nurse or nurses, licensed to practice in Oregon, to be available in person or by phone to direct the functions and activities of the nursing services department.

Stat. Auth.: ORS 441.055

Stats. Implemented: ORS 441.055 & 442.015

Hist.: HD 29-1988, f. 12-29-88, cert. ef. 1-1-89; HD 21-1993, f. & cert. ef. 10-28-93; HD 2-2000, f. & cert. ef. 2-15-00; PH 11-2009, f. & cert. ef. 10-1-09; PH 17-2012, f. 12-20-12, cert. ef. 1-1-13

333-510-0045

Nursing Services Staffing

(1) Each hospital must be responsible for the implementation of a written hospital-wide staffing plan for nursing services. The nurse staffing plan must be developed, monitored, evaluated and modified by a hospital nurse staffing plan committee in accordance with these rules. To the extent possible, the committee must:

- (a) Be comprised solely of equal numbers of hospital nurse managers and direct care registered nurses as its exclusive membership for decision making;
- (b) Include at least one direct care registered nurse from each hospital nurse specialty or unit, to be selected by direct care registered nurses from the particular specialty or unit as the specialty or unit as defined by the hospital; and
- (c) Have as its primary consideration the provision of safe patient care and an adequate nursing staff pursuant to ORS chapter 441.

(2) The hospital nurse staffing committee must document:

- (a) How its members were chosen to reflect fair and knowledgeable representation;
- (b) How the input of each member in decision making is assured;
- (c) The committee process and procedures, including how and when meetings are scheduled, how committee members are notified of meetings, how the meetings are conducted, how unit staff input is acquired, who may participate in the decision making and how decisions are made;
- (d) Plans for how it will monitor, evaluate and modify the nurse staffing plan over time; and
- (e) Meeting proceedings (meeting minutes).

(3) The written staffing plan must:

- (a) Be based on an accurate description of individual and aggregate patient needs and requirements for nursing care;
- (b) Include at least an annual quality evaluation process to determine whether the staffing plan is appropriately and accurately reflecting patient needs over time;
- (c) Be based on the specialized qualifications and competencies of the nursing staff;
- (d) Ensure that the skill mix and the competency of the staff meet the nursing care needs of the patient;
- (e) Be consistent with nationally recognized evidence-based standards and guidelines established by professional nursing specialty organizations, such as, but not limited to, The American Association of Critical Care Nurses, American Operating Room Nurses (AORN), or American Society of Peri-Anesthesia Nurses (ASPAN);
- (f) Recognize differences in patient acuteness;
- (g) Include a formal process for evaluating and initiating limitations on admission or diversion of patients to another acute care facility when, in the judgment of the direct care registered nurse, there is an inability to meet patient care needs or a risk of harm to existing and new patients; and
- (h) Establish minimum numbers of nursing staff personnel including licensed nurses and certified nursing assistants on specified shifts, with no fewer than one registered nurse and one other nursing care staff member on duty in a unit when a patient is present.

(4)(a) The hospital nurse staffing committee must monitor, evaluate, modify, and re-approve the nurse staffing plan according to the schedule described in the nurse staffing plan.

(b) If the hospital nurse staffing committee is unable to reach agreement on a re-approval of the nurse staffing plan, any nurse on the committee may request the Authority to assist in resolving the impasse.

(c) The Authority may require a hospital to:

(A) Provide written documentation describing those portions of the modified nurse staffing plan that have been developed and approved by the nurse staffing committee;

(B) Present a written plan for assisting the hospital nurse staffing committee in resolving outstanding differences including the scheduling of timely meetings, arranging for meeting facilitation and setting timelines; and

(C) Implement those modifications to the nurse staffing plan that have been approved by the nurse staffing committee.

(d) If a hospital is unable to resolve differences and adopt a modified plan within 60 days from the time the Authority is notified of the impasse, it may request a 60 day Planning Process Extension.

(e) To be granted the extension, a hospital must:

(A) Employ a mediator within 30 days to assist in working out a compromise; and

(B) Provide evidence that such a mediator will include nurse staffing expertise in the deliberative process.

(5) The hospital must maintain and post a list of on-call nursing staff or staffing agencies that may be called to provide qualified replacement or additional staff in the event of emergencies, sickness, vacations, vacancies and other absences of the nursing staff and that provides a sufficient number of replacement staff for the hospital on a regular basis. The list must be available to the individual responsible for obtaining replacement staff.

(6) When developing the on-call list, the hospital must explore all reasonable options for identifying local replacement staff. These efforts must be documented.

(7) When a hospital learns about the need for replacement staff, the hospital must make every reasonable effort to obtain registered nurses, licensed practical nurses or certified nursing assistants for unfilled hours or shifts before requiring a registered nurse, licensed practical nurse, or certified nursing assistant to work overtime. Reasonable effort includes the hospital seeking replacement at the time the vacancy is known and contacting all available resources as described in section (5) of this rule. Such efforts must be documented.

(8) A hospital may not require a registered nurse, licensed practical nurse, or certified nursing assistant to work:

(a) Beyond the agreed-upon shift;

(b) More than 48 hours in any hospital-defined work week; or

(c) More than 12 consecutive hours in a 24-hour period, except that a hospital may require an additional hour of work beyond the 12 hours if:

- (A) A staff vacancy for the next shift becomes known at the end of the current shift; or
- (B) There is a risk of harm to an assigned patient if the registered nurse, licensed practical nurse or certified nursing assistant leaves the assignment or transfers care to another.

(9) Each hospital must have a system to document mandatory overtime. The procedure must be clearly written, provided to all new nursing staff, and be posted in a conspicuous place. The procedure must ensure that both the employee and management are involved.

(10) (a) Time spent attending hospital-mandated meetings, and hospital-mandated education or training must be included as hours worked for purposes of section (8) of this rule.

(b) Time spent on call but away from the premises of the employer may not be included as hours worked for purposes of section (8) of this rule.

(c) Time spent on call or on standby when the registered nurse, licensed practical nurse or certified nursing assistant is required to be at the premises of the employer must be included as hours worked for purposes of section (8) of this rule.

(11) The provisions of sections (7) through (10) of this rule do not apply to nursing staff needs:

(a) In the event of a national or state emergency or circumstances requiring the implementation of a hospital disaster plan;

(b) In emergency circumstances, such as but not limited to:

(A) Sudden unforeseen adverse weather conditions;

(B) An infectious disease epidemic of staff; or

(C) Any unforeseen event preventing replacement staff from approaching or entering the premises; or

(c) If a hospital has made reasonable efforts to contact all of the on-call nursing staff or staffing agencies on the list described in section (5) of this rule and is unable to obtain replacement staff in a timely manner.

(12) A registered nurse at a hospital may not place a patient at risk of harm by leaving a patient care assignment during an agreed upon scheduled shift or an agreed-upon extended shift without authorization from the appropriate supervisory personnel as required by the Oregon State Board of Nursing OAR, chapter 851.

(13) A hospital must post a notice summarizing the provisions of ORS 441.162, 441.166, 441.168, 441.174, 441.176, 441.178, and 441.192, in a conspicuous place on the premises of the hospital. The notice must be posted where notices to employees and applicants for employment are customarily displayed.

(14) Upon request of a hospital, the Authority may grant variances in the written staffing plan requirements based on patient care needs or the nursing practices of the hospital. Such request for a variance must be in writing and must state the reason for seeking a variance, verification that the nurse staffing plan committee has reviewed the request for variance, and how granting the variance will meet patient needs or the nursing practices of the hospital. A variance must be posted along with the notice required in ORS 441.180.

(15) Nothing in section (4) of this rule relieves a hospital from complying with ORS 441.162 or 441.166.

Stat. Auth.: ORS 413.042, 441.055

Stats. Implemented: ORS 441.160 - 441.192

Hist.: OHD 2-2000, f. & cert. ef. 2-15-00; OHD 3-2001, f. & cert. ef. 3-16-01; OHD 20-2002, f. & cert. ef. 12-10-02; PH 22-2005(Temp), f. 12-30-05, cert. ef. 1-1-06 thru 6-29-06; PH 21-2006, f. & cert. ef. 10-6-06; PH 11-2009, f. & cert. ef. 10-1-09

[Note: The nurse staffing rules related to audits and investigations have been moved to OAR 333-501-0035 and 333-501-0040.]

333-510-0050

Inservice Training Requirements for Nursing

(1) The nurse executive or her or his designee shall coordinate all inservice training for nursing. Each year the inservice training agenda shall include at least the following:

- (a) Infection control measures;
- (b) Emergency procedures including, but not limited to, procedures for fire and other disaster;
- (c) Application of physical restraints (if the facility population includes any patient with orders for restraints); and
- (d) Other special needs of the facility population.

(2) Training for procedures for life-threatening situations, including cardiopulmonary resuscitation shall be provided every two years.

(3) The facility, through the nurse executive, shall assure that each licensed or certified employee is knowledgeable of the laws and rules governing his or her performance and that employees function within those performance standards.

(4) Documentation of such training shall include the date, content and names of attendees.

Stat. Auth.: ORS 441.055

Stats. Implemented: ORS 441.055 & 442.015

Hist.: HD 29-1988, f. 12-29-88, cert. ef. 1-1-89; HD 21-1993, f. & cert. ef. 10-28-93; OHD 2-2000, f. & cert. ef. 2-15-00; PH 11-2009, f. & cert. ef. 10-1-09

333-510-0060

Patient Environment

(1) A hospital shall provide for each patient:

- (a) A good bed, mattress, pillow with protective coverage, and necessary bed coverings;
- (b) Items needed for personal care; and
- (c) Separate storage space for clothing, toilet articles, and other personal belongings.

(2) In multiple-bed rooms, opportunity for patient privacy shall be provided by flame retardant curtains or screens. In hospitals caring for pediatric patients, cubicle curtains or screens are not required for beds assigned these patients.

(3) No patient shall be admitted to a bed in any room, other than one regularly designated as a bedroom or ward. The placing of a patient's bed in a diagnostic room, treatment room, operating room or delivery room is expressly prohibited, except under emergency circumstances.

(4) No towels, wash cloths, bath blankets, or other linen which comes directly in contact with the patient shall be interchangeable from one patient to another unless it is first laundered.

(5) Temperature-controlled pads shall be so covered that the patient cannot be harmed by excessive heat or cold and carefully checked as to temperature and leakage. Electrical heating pads, blankets, or sheets shall be used only on the written order of the physician or other health care practitioner authorized by law.

(6) The use of torn or unclean bed linen is prohibited.

(7) In facilities caring for pediatric patients, an emergency signaling system for use by attendants summoning assistance and a two-way voice intercommunication system between the nurses' station and rooms or wards housing pediatric patients shall be provided.

Stat. Auth.: ORS 441.055

Stats. Implemented: ORS 441.055 & 442.015

Hist.: HB 183, f. & ef. 5-26-66; HB 209, f. 12-18-68; HD 11-1980, f. & ef. 9-10-80; Renumbered from 333-023-0170; HD 5-1981, f. & ef. 3-30-81; Renumbered from 333-023-0172; HD 29-1988, f. 12-29-88, cert. ef. 1-1-89, Renumbered from 333-072-0010 & 333-072-0015(3) thru (6); HD 21-1993, f. & cert. ef. 10-28-93; HD 2-2000, f. & cert. ref. 2-15-00; PH 11-2009, f. & cert. ref. 10-1-09

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 St. Vincent Medical
Center, January 1, 2014 – December 31, 2015.*

Signature: _____

Today's Date: _____

Your Mailing Address _____

Home Phone: _____ Work Phone: _____

Email: _____

Unit: _____

Shift: _____